

# Terms of Use

## for SaaS Solutions of Computer-L.A.N. GmbH

In addition to the General Terms and Conditions of Computer-L.A.N. GmbH (LAN), the following special terms and conditions apply to the SaaS solutions and the product SeminarManager Cloud (SMC) of LAN.

### 1. scope of application

These terms of use are an integral part of the contract concluded between the customer and the provider LAN and apply to the use of Software as a Service (SaaS) products of LAN. In the event of any contradictions, the contract and the service descriptions referred to therein shall take precedence over the GTC.

The customer's GTC do not apply. They shall not apply even if the customer points out their applicability and LAN does not object to them.

These Terms of Use apply exclusively to persons who are not consumers.

### 2. Subject matter of the contract

**2.1** LAN offers software solutions and makes them available for use via the Internet (SaaS solution). The specific scope of functions of the SaaS solution, as well as the requirements for the hardware and software environment that must be met on the customer's side, result from the respective offer and the user documentation. LAN's SaaS products cannot be installed locally, nor can they be made available on data carriers or by download.

**2.2** As part of the SaaS solution, storage space is provided on central servers on which the data generated and processed with the SaaS solution is stored for the duration of the contractual relationship. The Customer itself is responsible for archiving the data in accordance with the retention periods under commercial and tax law. This is not the subject of this contract.

### 2.3 Rights of use and types of exploitation

LAN grants the customer a simple, non-exclusive and non-transferable right to use the software within the scope of its commercial activities for its own use for the term of the contract. The customer is not entitled to use the software beyond the use permitted under the contract, to have it used by third parties or to make it available to third parties. In particular, the customer is not permitted to let third parties use the software or parts thereof for a limited period of time, to rent it or to lend it. The customer's vicarious agents shall not be deemed to be third parties in this respect. Other types of exploitation of the software are not permitted.

**2.4** The software shall be provided via an Internet connection. The transfer point for the services is the router output of the data center used by LAN to the Internet. The customer is responsible for the connection to the Internet, as well as network access components for the Internet on the customer's side.

**2.5** Usually, a SaaS solution is available 365 days, 24 hours, but there is no claim to this. Insofar as maintenance work is required for urgent, postponable or technical reasons, with the consequence that the SaaS solution is not available during this time, LAN will, if possible, inform the customer in good time by e-mail to the address provided by you.

Planned maintenance work that requires an interruption of operations will be carried out by us, as far as this is technically and organizationally possible, on working days between 18:00 and 08:30.

The availability of the SaaS Solution shall be at least 99% on average over a calendar month, whereby planned and extraordinary maintenance work shall be excluded from the calculation of availability.

**2.6** Competent personnel of LAN shall perform the analysis and correction of documented, reproducible errors of the SaaS solution (hereinafter "Support Services"). LAN does not vouch for the success in eliminating errors and therefore does not assume any warranty. "Error" within the meaning of these Terms and Conditions is any malfunction reported by the customer which results in a deviation from the quality and functionality of the offer and user documentation and which

- this has a more than insignificant effect on their usability or
- corruption of data or loss of data processed with or generated by the SaaS solution occurs.

If a malfunction that has occurred cannot be reproduced, it shall not be considered a defect. In this case, LAN will coordinate the further procedure together with the customer.

**2.7** The customer must report any errors that occur immediately with a precise description of the problem. The report must be made to LAN immediately using the support form. The support form can be accessed via the Internet. Current access can be obtained from the software itself, the homepage for the product, by telephone from LAN or via the online help portal for the application. LAN is available to receive error messages Monday - Friday from 09:00 to 16:00.

**2.8** In the event of error messages, LAN will respond as quickly as possible, but no later than after 96 hours. Further response times are not guaranteed.

**2.9** LAN is not obliged to provide support services:

- in the event of errors resulting from improper or unauthorized use of the SaaS solution or from operating errors, unless the operation is in accordance with the procedure described in the user documentation
- for errors that are based on unauthorized modifications or adaptations of the SaaS solution
- for other software, especially third-party software, which is used on customer systems
- in case of any hardware defects
- in the event of use of the SaaS solution on hardware and operating system environments other than those permissible as specified in the user documentation
- in the form of on-site assignments by our employees.
- LAN is entitled to treat such services as a separate order and to invoice them to the customer at the applicable service rates of LAN.

**2.10** LAN is not obligated to render any further services in addition to the aforementioned services, in particular not to render installation, adaptation, programming, consulting and training services.

### **3. Obligations of the customer to cooperate**

The cooperation required for the performance of the contractual services shall be provided in full, in good time and free of charge. The duties to cooperate shall include the following activities in particular.

- All applicable laws are to be observed during use. It is prohibited to transfer data or contents on servers of LAN or its service providers that violate legal provisions or infringe third-party property rights or copyrights or other rights of third parties.
- in the event of an error message, LAN must be provided immediately and free of charge with all documentation, logs and other information relevant to the rectification of the error
- the customer is obligated to participate in appropriate product training courses, if offered, or to otherwise acquire the necessary knowledge for the use of the SaaS solution
- only data that is free of computer viruses or other harmful elements may be transmitted
- neither the software nor any other techniques or procedures related to the use of the SaaS solution may be used which are likely to impair the operation, security and availability.

### **4. Adjustment of the remuneration**

LAN is entitled to adjust the remuneration during the term of the contract. However, such a price change is only permissible once a year. Price increases must be announced in text form at least six weeks before they take effect. In the event that the price increase amounts to more than 10% of the previous remuneration, the customer shall have a special right of termination, which he may exercise in writing with a notice period of one month to the end of the calendar month following receipt of the announcement of the price increase.

### **5. Blocking of data**

If a third party asserts against LAN an infringement of rights by data or content transmitted by the customer to the data storage facilities provided by us, we shall be entitled to temporarily block the corresponding data or content if the third party has conclusively demonstrated the infringement of rights. In this case, we shall request the customer to cease the infringement within a reasonable period of time or to prove the legality of the content. If this request is not or not sufficiently complied with, LAN is entitled, without prejudice to further rights and claims, to terminate the contract without notice for good cause. To the extent that the customer is responsible for the infringement, it shall also be obliged to compensate for the resulting damage and shall indemnify LAN to this extent against any claims of third parties upon first request. LAN reserves the right to further rights.

### **6. Performance changes**

The SaaS solutions will be further developed, changed or supplemented by LAN. This means that the scope of functions will change to a greater or lesser extent. LAN will announce contract-relevant, substantial changes at least three weeks before they take effect by e-mail to the e-mail account specified by you. The customer may object to the changes in writing or by e-mail within a period of two weeks from receipt of the change notification. If no objection is made, the changes become part of the contract. In the event of an objection in due time, LAN is entitled to terminate the contract in writing with a notice period of one month to the end of the calendar month.

Change of data center or service provider

LAN uses a data center and other service providers for the provision of the servers and the SaaS solution. LAN is entitled at any time to change the data center and the data center operator used for the provision of services at the time of the conclusion of the contract with the customer, provided that the respective data center operator has the required special reliability and the relevant requirements under data protection law are set out in an order processing agreement pursuant to Art. 28 DSGVO between LAN and the data center operator. The new location of the data center will be communicated to the customer in writing or by e-mail. If the customer does not agree with this change, it may terminate the contract extraordinarily with a notice period of three 3 months from the effective date of the change.

## **7. The limitation period for rights in the event of defects shall be twelve months.**

### **8. Industrial property rights of third parties**

**8.1** If industrial property rights and copyrights of third parties are infringed by the contractual use of the SaaS solution and if third parties assert claims against the customer due to such infringement, we shall, at our option and at our own expense, either

- procure the right to use the SaaS solution or
- modify the SaaS solution in such a way that it no longer infringes the rights of third parties and has at least the contractual conditional properties. 8.2.

**8.2** If the claim of the third party is not based on

- modifications of the SaaS solution that have not been approved by LAN under this agreement or in any other way, or
- the use of the SaaS solution in a manner other than agreed in accordance with the purpose of this agreement, or
- the use of the SaaS solution on a hardware platform or operating system environment not approved by LAN,

LAN shall at its own discretion defend the customer or indemnify and hold the customer harmless from and against any damages directly resulting from such claim and asserted against the customer in court within the scope of the limitations of liability set forth in II. 9. The obligation to indemnify shall be excluded if it can be proven that the customer is not responsible for the infringement of third party rights.

**8.3** The customer is obligated to inform LAN without delay if third parties claim infringement of property rights against it. The customer is only entitled to take measures, in particular to defend itself against the claims in court or to satisfy legal claims of the third party with reservation, if LAN has previously notified the customer that it will not defend itself against the claim.

### **9. Liability**

LAN shall be liable for all damages arising in connection with this contract, irrespective of the factual or legal grounds, only in accordance with the following provisions:

- In case of intent and gross negligence, claims under the German Product Liability Act and in case of injury to life, body or health, LAN shall be liable in accordance with the statutory provisions.
- In all other respects, liability shall be limited per calendar year to the damage foreseeable at the time of conclusion of the contract up to a total amount for all cases of damage per calendar year

corresponding to 50% of the remuneration paid by the customer in that calendar year. This limitation of liability shall also apply in the event of data loss and data deterioration.

## **10. Secrecy and Data Protection**

**10.1** The processing of data subject to professional secrecy (e.g. patient data, client data in the case of legal and tax advisory professions) or explicitly sensitive personal data in accordance with the GDPR (e.g. racial or ethnic origin, genetic data, biometric data, political opinions, religious or ideological beliefs, health data, data on sexual orientation) by external service providers may require the consent of the patients or clients. It is the client's responsibility to ensure that such consent requirement exists and, if so, that the appropriate consent form is in place.

**10.2.1** LAN may only grant access authorizations for the data provided to its own employees to the extent required for their respective tasks.

**10.2.2** LAN undertakes not to make any copies or other records of the personal data transferred or made available for processing or to tolerate the making of such records by third parties or to pass them on to third parties. This does not apply to copies or other records which are absolutely necessary for proper data processing or for support services to be provided by LAN.

**10.2.3** LAN may not use the data provided for processing or use for its own purposes or for the purposes of third parties, or allow third parties access to such data, unless it has been instructed to do so.

**10.2.4** LAN shall only use employees and subcontractors who are committed to data protection within the meaning of the GDPR.

**10.3** LAN secures all data effectively against unauthorized access, alteration, destruction or loss, unauthorized transmission, other unauthorized processing and other misuse, insofar as this is technically and economically feasible. If a threat to data and the SaaS solution cannot be eliminated in any other way with technically and economically reasonable effort or if it is not promising, LAN is entitled to delete data with damaging content. LAN will notify the customer of this intention by e-mail to the e-mail address specified by LAN.

## **11. Confidentiality**

**11.1** The contracting parties shall be obliged to treat as confidential the information made available to them under this Agreement by the respective other party, as well as knowledge which they acquire on the occasion of this cooperation about matters of a technical, commercial or organizational nature of the respective other contracting party, and not to exploit or use it or make it available to third parties during the term or after termination of this Agreement without the prior written consent of the party concerned. Disclosure to third parties who are subject to a legal obligation to maintain confidentiality is not subject to consent. The disclosure to employees who require the information for their activities in the performance of services under the contract also does not require consent. Any use of such information shall be limited solely to the use for the performance of this Agreement. Each party shall inform the other party immediately upon becoming aware of any unauthorized disclosures or possible loss of confidential information.

These foregoing obligations shall not apply to information that can be shown to have been

- the other party has lawfully received or will receive from third parties,
- was already generally known at the time of the conclusion of this Agreement or subsequently became generally known without a breach of this confidentiality obligation,

- was previously held by the party receiving such information, or
- was already developed by the party receiving such information independently of the communication.

The prohibition on disclosure shall not apply to the extent that the parties are required by law or by legal order to disclose the information. In this case, however, the party obliged to disclose shall be obliged to notify the other party in advance of the disclosure of the information.

**11.2** The confidentiality obligations of this Agreement shall survive the termination of this Agreement for a period of two years.

## **12. transfer of contract**

We shall be entitled to transfer rights and obligations arising from this contractual relationship in whole or in part to a third party with two months' notice. In this case, the customer shall be entitled to terminate the contract within one month to the end of the month following notification of the transfer of the contract.

## **13. Termination and consequences**

**13.1** The right of both parties to terminate for cause remains unaffected. In particular, LAN is entitled to terminate this agreement without notice if

- the customer is in default with the payment of an amount for a period of more than two months which corresponds at least to the agreed fee for the use for the period of two months
- insolvency proceedings have been initiated against the customer's assets, or
- the user account has been transferred or the access data to the SaaS solution has been made available to third parties without LAN's prior consent
- the customer has breached its obligations under this agreement.

**13.2** In the event of termination of the contractual relationship, irrespective of the reason, the parties are obliged to duly wind up the contractual relationship. For this purpose LAN will

- make the data stored within the scope of the contract, as well as any databases created within the scope of the contractual relationship, available to the customer by download for the account of the customer no later than six weeks after the termination of the contract.
- delete the data immediately after the data transfer and destroy any copies that may have been made.

However, these services shall only be rendered if all outstanding claims of LAN against the customer have been settled.

## **14. Applicable law, place of performance, place of jurisdiction**

The invalidity of any of the above provisions shall not affect the validity of the remaining provisions.

German law shall apply.

The place of performance for all obligations of the contracting parties is at the registered office of LAN.

The place of jurisdiction is at the registered office of LAN.

Status 01.06.2022