

## Special terms and conditions

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 LAN's SaaS solutions and the LANcloud product (and SeminarManager Cloud (SMC)).

### 1 Scope of application

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

The customer's GTC shall not apply. They shall not apply even if the customer refers to their validity and LAN does not object to them.

These GTC apply exclusively to persons who are not consumers.

### 2 Subject matter of the contract

2.1 LAN offers software solutions and makes these available for use via the Internet (SaaS solution). The specific functional scope of the SaaS solution and the requirements for the hardware and software environment that must be met by the customer are set out in the respective offer and the user documentation. LAN's SaaS products cannot be installed locally and cannot be made available on data carriers or via 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 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 accessible to third parties. In particular, the customer is not permitted to transfer, rent or lend the software or parts thereof to third parties for a limited period of time. The customer's vicarious agents shall not be deemed to be third parties.

Other types of utilization 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 shall be responsible for the connection to the Internet and network access components for the Internet on the customer side.

2.5 A SaaS solution is usually available 365 days a year, 24 hours a day, but there is no entitlement to this. If extraordinary maintenance work becomes necessary for urgent, unpostponable or technical reasons, with the result that the SaaS solution is not available during this time, LAN will inform the customer in good time by e-mail to the address provided by the customer.

Planned maintenance work that requires an interruption to operations will be carried out on working days between 20:00 and 08:30, insofar as this is technically and organizationally possible.

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

2.6 Competent LAN personnel shall analyze and rectify documented, reproducible errors in the SaaS solution (hereinafter "Support Services"). LAN does not vouch for the success of the elimination of errors and therefore does not assume any guarantee. "Error" within the meaning of these terms and conditions is any fault reported by the customer that results in the quality and functionality of the offer and user documentation deviating and

- 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.

If a fault that has occurred cannot be reproduced, it shall not be considered a fault. In this case, LAN will coordinate the next steps 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 submitted 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 LAN homepage, by calling 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 will provide feedback after 96 hours at the latest. 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, provided that the operation does not correspond to the procedure described in the user documentation;
- for errors resulting from unauthorized changes or adjustments to the SaaS solution;
- for other software, especially third-party software, used on customer systems;
- for any hardware defects;

- when using the SaaS solution on hardware and operating system environments other than those specified in the user documentation;
- in the form of on-site deployments by our employees.
- LAN is entitled to treat such services as a separate order and to invoice the customer at LAN's current service rates.

2.10 LAN is not obliged to provide any further services beyond the services mentioned above, in particular not to provide installation, adaptation, programming, consulting and training services.

### 3. Customer's obligation to cooperate

The cooperation required to carry out the contractual services must be provided in full and in a timely manner. The obligations to cooperate include in particular the following activities.

- In the event of an error message, all documentation, protocols and other information relevant to troubleshooting must be made available to LAN immediately
- The customer is obliged to regularly take part in appropriate product training courses or to otherwise acquire the necessary knowledge to use the SaaS solution
- Only data that is free of computer viruses or other harmful code may be transmitted
- Neither the software nor other techniques or procedures may be used in connection with the use of the SaaS solution that are likely to impair the operation, security and availability.

### Prohibited activities or purposes

The customer is solely responsible for ensuring that all actions in connection with the use of the LANcloud (SeminarManager CLOUD) services are compatible with all applicable law, regardless of the purpose of use. In addition, the customer must comply with the provisions of these special terms and conditions.

The SaaS solutions may explicitly not be used for activities that

- violate any applicable laws, regulations, rules or regulations. It is prohibited to transfer data or content to LAN servers or their service providers that violate legal regulations or infringe third-party property rights or copyrights or other rights of third parties.
- with transactions relating to (a) intoxicants, steroids, certain controlled substances or other products that pose a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, support or others (e) stolen goods, including digital or virtual goods, (f) the promotion of hatred, violence, racial or other forms of intolerance that are discriminatory, or the financial exploitation of a crime, (g) Items that may be considered obscene, (h) items that violate any copyright, trademark, right of publicity or privacy, or other proprietary rights under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, parts of firearms or accessories or (k) certain weapons or knives that are subject to the provisions of applicable laws.
- relate to transactions that (a) make personal data of third parties accessible in violation of legal regulations, (b) support pyramid schemes or similar programs that promise a quick monetary gain, (c) in connection with the purchase of annuity or lottery contracts or similar Programs that are designed to finance or refinance credit card debt, (d) are used to purchase

items that the seller does not yet have, (e) are processed by another payment provider on behalf of the merchant, (f) with the sale of traveler's checks or money orders, (g) involves currency conversion or check cashing, or (h) is used to improve creditworthiness or settle debts or credit or insurance transactions, or (i) offers or receives payments for bribery or corruption;

d) are related to the sale of products or the provision of services for which authorities warn of a high risk of fraud.

#### 4. Adjustment of compensation

LAN is entitled to adjust the remuneration during the term of the contract. However, such a price change is only permitted 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 has a special right of termination, which he can exercise in writing with one month's notice to the end of the calendar month after receipt of the announcement of the price increase.

#### 5. Blocking of data

If a third party asserts against LAN an infringement of the law through data or content that was transmitted by the customer to the data storage provided by us, we are entitled to temporarily block the relevant data or content if the third party has conclusively demonstrated the infringement. In this case, we will ask the customer to stop the infringement within a reasonable period of time or to prove the legality of the content. If this request is not complied with or is not sufficiently complied with, LAN is entitled, without prejudice to other rights and claims, to terminate the contract without notice for good cause. If the customer is responsible for the violation of the law, he is also obliged to compensate for the resulting damage and must release LAN from any third-party claims upon first request. Further rights are reserved.

#### 6. Performance Changes

The SaaS solutions are further developed, changed or supplemented by LAN. This changes the range of functions more or less. LAN will announce contract-relevant, significant changes by email to the email account you provided no later than three weeks before they take effect. The customer can object to the changes in writing or by email within two weeks of receipt of the change notification. If there is no objection, the changes will become part of the contract. In the event of a timely objection, LAN is entitled to terminate the contract in writing with one month's notice to the end of the calendar month.

#### Change of data center or service provider

LAN uses a data center and other service providers to provide the servers and the SaaS solution. LAN is entitled at any time to exchange the data center used to provide the service and the data center operator when concluding the contract with the customer, provided that the respective data center operator has the required special reliability and the relevant data protection requirements are recorded in an order processing agreement in accordance with Art. 28 GDPR between LAN and the data center operator are. The new location of the data center will be communicated to the customer in writing or by email. If the customer does not agree to this change, he can terminate the contract extraordinarily with a notice period of three months from the time the change comes into force.

7. The limitation period for rights in the event of defects is twelve months.

## 8. Third party intellectual property rights

8.1. If the contractual use of the SaaS solution infringes third-party industrial property rights and copyrights and third parties raise claims against the customer due to such an infringement, we will, at our discretion, either at our own expense

- obtain the right to use the SaaS solution or
- modify the SaaS solution so that it no longer infringes third-party rights and has at least the contractual properties.

8.2. The claim of the third party is not based

- Changes to the SaaS Solution not approved by LAN under this Agreement or otherwise or
- the use of the SaaS solution in a manner other than agreed in accordance with the purpose of this contract or
- the use of the SaaS solution on a hardware platform or operating system environment not approved by LAN,

LAN will, at its own discretion, defend the customer or indemnify and hold harmless from damages that arise directly from such a claim and are asserted against the customer in court within the scope of the liability limitations in II. 9. The obligation to provide compensation is excluded if it can be proven that the customer is not responsible for the violation of third party rights.

8.3. The customer is obliged to inform LAN immediately if third parties assert infringements of intellectual property rights against him. The customer is only entitled to take measures, in particular to defend himself against the claims in court or to satisfy legal claims of the third party with reservations, if LAN has previously informed LAN that LAN will not defend the customer against the claim.

## 9. Liability

LAN is liable for all damages arising in connection with this contract, regardless of the factual or legal reason, only in accordance with the following provisions:

- In the event of intent and gross negligence, claims under the German Product Liability Act and in the event of injury to life, body or health, LAN is liable in accordance with the statutory provisions.
- Otherwise, liability per calendar year is limited to the damage foreseeable at the time the contract was concluded up to a total amount for all cases of damage per calendar year which corresponds to 50% of the remuneration paid by the customer in this calendar year. This limitation of liability also applies in the event of data loss or data degradation.

## 10. Secret and data protection

10.1. The processing of data that is subject to professional secrecy protection (e.g. patient data, client data in legal and tax advisory professions) or explicitly sensitive personal data in accordance with the GDPR (racial or ethnic origin, genetic data, biometric data, political opinions, religious or ideological beliefs, Health data, sexual orientation data) from external service providers may require the consent of patients or clients. The customer is responsible for ensuring that such an obligation to consent exists and, if so, that the corresponding declaration of consent is available.

10.2.1. LAN may only grant access rights to the data provided to its own employees to the extent necessary 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 them by third parties or to pass them on to third parties. Excluded from this are copies or other records that are absolutely necessary in the course of proper data processing or in the course of support services to be provided by LAN.

10.2.3. Outside of instructions, 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 this data.

10.2.4. LAN only uses employees and subcontractors who are committed to data protection in accordance with the GDPR.

10.3. LAN secures all data effectively against unauthorized access, modification, destruction or loss, unauthorized transmission, other unauthorized processing and other misuse, as far as this is possible with technically and economically justifiable effort. If a threat to data and the SaaS solution cannot be remedied in another way with technically and economically appropriate effort or is not promising, LAN is entitled to delete data containing harmful content. LAN will inform the customer of this intention by email to the email address provided to LAN.

## 11. Confidentiality

11.1. The contracting parties are obliged to treat the information made available to them by the other party under this contract as well as the knowledge that they acquire during this cooperation about matters of a technical, commercial or organizational nature of the other contracting party confidentially and for the duration after termination of this Agreement, not to exploit or use or make available to third parties without the prior written consent of the affected party. Disclosure to third parties who are subject to a legal obligation of confidentiality does not require consent. Passing on to employees who need the information for their work in carrying out contractual services also does not require consent. Use of this information is limited solely to the implementation of this contract. Each party will notify the other party promptly upon becoming aware of any unauthorized disclosures or possible loss of Confidential Information.

These aforementioned obligations do not apply to information that can be verified

- the other party has lawfully received or will receive from third parties,
- were already generally known when this contract was concluded or subsequently became generally known without violating this confidentiality obligation,
- was previously available to the party receiving such information, or
- has already been developed independently of the communication by the party receiving the information.

The prohibition on disclosure does not apply if the parties are required by law or legal orders to disclose the information. In this case, however, the party obliged to disclose is obliged to notify the other party in advance of the disclosure of the information.

11.2. The confidentiality obligations of this Agreement shall survive termination of this Agreement for a period of 2 years.

## 12. Acceptance of contract

LAN is entitled to transfer rights and obligations from this contractual relationship in whole or in part to a third party with a notice period of 2 months. In this case, the customer is entitled to terminate the contract within one month of notification of the acceptance of the contract.

### 13. Termination and Consequences

13.1. The right of both parties to terminate for good cause remains unaffected. LAN is particularly entitled to terminate this contract extraordinarily without notice if

- the customer is in arrears with the payment of an amount for a period of more than two months that is at least equal to the agreed fee for use for the period of two months
- Insolvency proceedings have been or will be initiated over the customer's assets
- the user account was transferred or the access data for the SaaS solution was made accessible to third parties without the prior consent of LAN
- the customer has breached his obligations under this contract.

13.2. In the event of termination of the contractual relationship, regardless of the reason, the parties are obliged to carry out the contractual relationship properly. This is done via LAN

- make the data stored as part of the contract and any databases created as part of the contractual relationship available to the customer via download on behalf of the customer no later than six weeks after the termination of the contract.
- delete the data immediately after data transfer and destroy any copies that may have been made.

However, these services will only be provided if all of LAN's outstanding claims against the customer have been settled.

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

The ineffectiveness of any of the above provisions does not affect the validity of the remainder.

German law applies.

The place of fulfillment for all obligations of the contractual partners is at LAN's headquarters.

The place of jurisdiction is LAN's registered office.

As of January 1, 2024