General conditions of use
of Shareflex via the Internet
(Software as a Service)

the

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- hereinafter "Portal Systems" or "Contractor" -

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Definitions

The terms in this document shall have the meanings hereinafter provided:

Client	The subject of the contract is the provision of software and technology infrastructure for use via a remote data connection (Software as a Service - SaaS). The Client commissions Portal Systems to provide this SaaS Service in accordance with the following terms and conditions.
Customer	refers to the client itself and all companies affiliated with the client pursuant to §§ 15 ff. Akt or pursuant to HGB § 290 / § 296).
Integration partner	Integration partners are partners of the contractor or Portal Systems AG itself and implement the **Shareflex Online Solution** at a customer's site.
Cloud stack	Cloud computing model in three layers building on each other, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS).
FaaS	Function as a Service provides individual functions via a web service (e.g. OCR reading, document generation, PDF conversion, speech recognition, or the Azure Functions from Microsoft, etc.). These web services are usually stateless, i.e. they do not contain any business logic and do not store any data, but only deliver results to the user or integrated in an application.
SaaS stack	Means an architecture in which two or more SaaS applications that build on each other constitute an overall application.
Hybrid SaaS	Means an IT architecture that integrates various SaaS and/or **FaaS.**
Shareflex Online Services	Shareflex Online Services extend Microsoft 365 services with features used by Shareflex Online Solutions.
Shareflex Online Solutions	are ready-made business applications for the digital mapping, automation and optimisation of business processes. The Shareflex Online Solutions are based on Microsoft 365 and the **Shareflex Online Services** and are offered to customers via online access (Software as a Service). In addition, the standard solutions can be extended customer-specifically in order to meet the individual requirements and the continuous changes in the business environment.

Service certificate	After the order has been placed by the **customer,** Portal Systems will create a service certificate in which the licensed Shareflex products, the service period, and the contract term are listed. An example of a service certificate can be found at the end of this document as an attachment.
Service	refers to the **Shareflex Online Solutions** to be provided by the contractor in its owed form as **Hybrid SaaS** with the components according to the **service certificate**
Care services	includes all activities, • for the development of **releases** • Monitoring and maintenance of the **service** • **Ticket** processing
Consulting	means the assistance in case of problems and questions during the operation of the **Service**, independent of **Incidents**.
User	refers to employees (employees or freelancers) and/or end devices (e.g. servers, clients, cores) of the **customer** and third parties using the SERVICE for a company of the **customer** for contractual use.
Application data	means all data and documents generated in connection with the use of the **Service** by **Users**, regardless of by whom or how they are generated.
Documentation	refers to (1) the technical description of the **Service (e.g.,** process and interface descriptions) and (2) assistance in using the **Service** (e.g., user manuals and other user instructions), regardless of the form of their materialization (e.g., written accompanying materials or online help). The **documentation** must be easily understandable to the intended user and enable him to use the **Service** in accordance with this Agreement.
Working day(s)	are all days from Monday to Friday, with the exception of federal holidays.
Service hours	means the period between 09:00 and 17:00 (in the time zone at the Contractor's registered office on **Working Day(s)**.
Incident	means an unplanned interruption (failure, malfunction) or reduction in quality or reduction in quality in the use of the **Service** or an event that could affect the use of the **Service** in the future.
Information Security	is the totality of measures and requirements for the protection of confidentiality, availability, authenticity and integrity of client information as well as for the protection of electronically stored information and its processing and transmission by electronic means.

Key user	are named persons on the client's side. **Key users** are the first point of contact for users of the **service in** the event of **incidents** and operating problems. The task of the **key users** is to record the users' enquiries and to clarify them as directly as possible with the **users.** If a **Key User** is unable to resolve a query himself, he is entitled to contact the Contractor.
Technical Contact Persons, or "TAP" for short	are named persons on the client's side who are authorized to place **tickets** with the contractor or, conversely, are available for queries.
Release	means a new version of the **Service** with which errors of an older version are corrected or with which adaptations due to new or changed legal requirements or improvements (e.g. functional extensions, optimization of work processes) are implemented.
Ticket system	means an IT system with the help of which messages of **incidents** and other requests can be received, classified, confirmed and processed with the aim of answering or solving the problem and whose progress is monitored. The **ticket system** confirms the receipt of a message or request.
Ticket	means a message or request in a **ticket system**.
Workaround	means a temporary solution to an **Incident** that eliminates or reduces the impact of the **Incident** on the usability of the **Service.** This includes the provision of an older version of the **Service,** provided that this version does not have the affected **Incident** and runs without errors.
Maintenance (of the Service)	means maintaining or restoring the functionality and operability of the **service** by resolving **incidents**.
Availability	describes the period of time the service was available in the calendar month (according to §6 of this contract).
Subscription	means the contractually agreed duration (usually 1 year, unless otherwise agreed) of the **service** provided.
Subscription period	means the period of time for which the **subscription** is automatically renewed (usually 1 year, unless otherwise specified).
Subscription fee	means the fees charged for the **Service** for one month.

§1. Introduction

Portal Systems manages the infrastructure hosted in Microsoft Azure data centers (Infrastructure as a Service), which includes, but is not limited to, configuration data management, high availability, configuration data recovery, security and scaling of Shareflex Online Services (see Shareflex product descriptions for details).

The **Shareflex Online Services** hosted on this infrastructure are continuously monitored and further developed. Updates affecting the **Shareflex Online Services** are rolled out automatically at monthly intervals. Monitoring also includes proactive communication about the health of **Shareflex Online Services** to customers as well as partners.

Furthermore, Portal Systems continuously develops the **Shareflex Online Solutions** and adds new functions and features to the solutions. The announcement and delivery of updates in the form of major and minor versions as well as patches or hotfixes and the monitoring of the core functionality of the **Shareflex Online Solutions** is also the responsibility of Portal Systems.

The customer and, if applicable, the integration partner are responsible for the implementation of measures concerning the security and conformity of the Microsoft 365 client and the installed **Shareflex Online Solution.** Furthermore, the customer, in cooperation with the integration partner, must define use cases, implement and test individualisation, roll out **Shareflex Online Solutions** updates and monitor the application and the individualisations.

In order to meet individual requirements, the **client,** independently or with the support of their **integration partner,** determines the configuration of the business application logic in the **Shareflex Online Solution** in use. The client can extend the **Shareflex Online Solutions** with products from technology partners (Shareflex Extensions), make specific individualizations, or combine the two options. Clients usually select one of the following configuration scenarios:

Scenario 1 - Standard Shareflex Online Solution without individualization

Scenario 2 - Shareflex Online Solution with customer-specific individualization
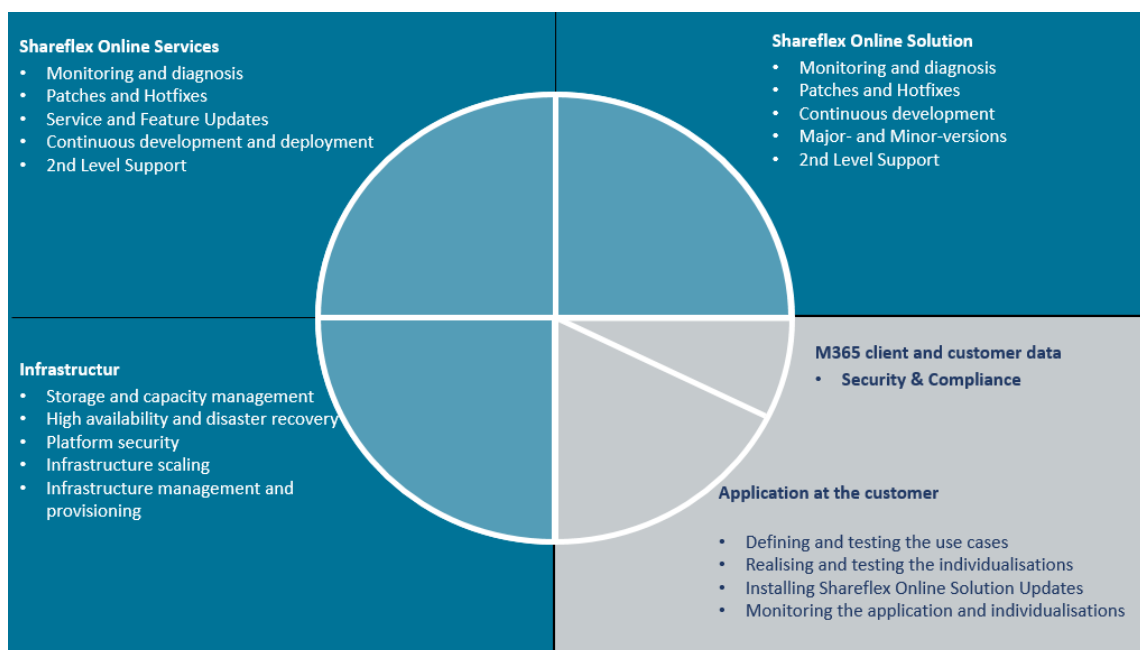
Scenario 3 - Shareflex Online Solution with one or more extensions (Shareflex Extensions) from technology partners and customer-specific individualization
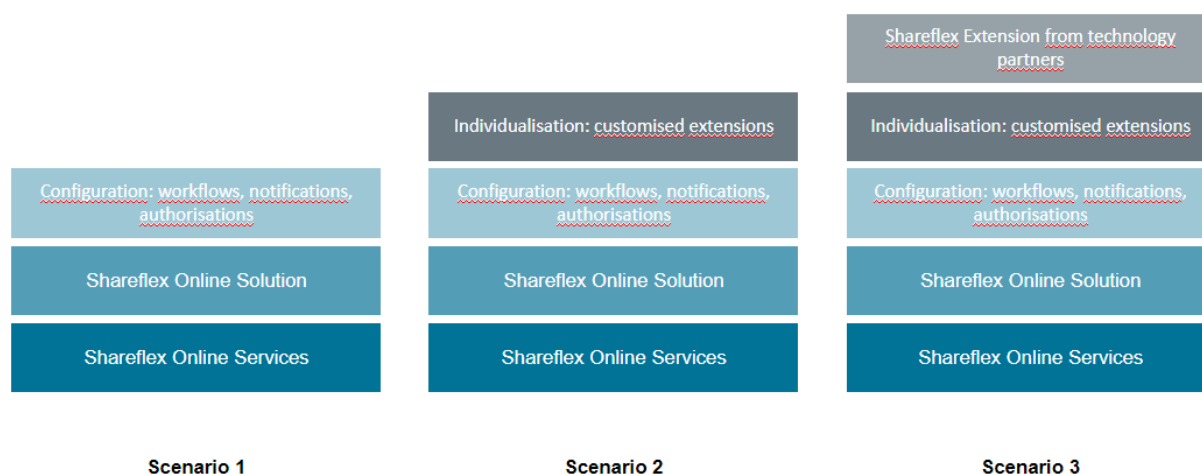
In order to ensure that individualizations function reliably and with high performance, the customer, in cooperation with the **integration partner,** must

- Select the appropriate variant of the Shareflex Online Services
- Test configurations and individualizations with regard to performance and reliability
- Check individualization regarding compatibility to updates in the Shareflex Online Services and Shareflex Online Solutions

This results in the responsibilities as shown in the diagram:

Shareflex Online Services
- Monitoring and diagnosis
- Patches and Hotfixes
- Service and Feature Updates
- Continuous development and deployment
- 2nd Level Support

Shareflex Online Solution
- Monitoring and diagnosis
- Patches and Hotfixes
- Continuous development
- Major- and Minor-versions
- 2nd Level Support

Infrastructur
- Storage and capacity management
- High availability and disaster recovery
- Platform security
- Infrastructure scaling
- Infrastructure management and provisioning

M365 client and customer data
- **Security & Compliance**

Application at the customer
- Defining and testing the use cases
- Realising and testing the individualisations
- Installing Shareflex Online Solution Updates
- Monitoring the application and individualisations

§2. Subject of the contract

1. The Contractor shall provide the contractual services, in particular the service in its area of availability (from the interface computer centre, to the Internet) for the Customer.

2. The scope of use of the service results from the **service certificate**.

3. The terms of use for the SaaS service and the update process are described at https://info.portalsystems.de/hubfs/Produkte/Shareflex-Solutions-Dienstbeschreibung-EN.docx.pdf

4. The current scope of services and the release planning of the respectively used **Shareflex Online Solutions** are available under the customer portal "Shareflex Product Descriptions-Produktbeschreibungen". The granting of access rights to this information takes place during the implementation of the solution (onboarding process).

§3. Services of the contractor

1. For the term of the contract, the Contractor shall provide the **Service** to the Users at the agreed availability for the agreed use via online access. Portal Systems is responsible for the **Shareflex Online Services** as well as for the **Shareflex Online Solutions** and provides:

   - Proper allocation of resources and scaling
   - Continuous monitoring and diagnosis of service availability
   - Analysis and elimination of performance and availability problems
   - Analysis and resolution of **incidents** in the **Shareflex Online Services** and **Shareflex Online Solutions**
   - In addition, it shall provide all **maintenance services** required for the use of the **Service,** in particular the services described below.

2. The Contractor shall provide its care services during the service times. The Client is entitled to request the provision of maintenance services outside of service hours, if necessary these must be ordered separately for a fee.

   Communication with the technical contact person shall be in English or German.

3. The ticket system to be provided by the Contractor for entering requests shall be available for 24 hours every day of the week throughout the year ("24/7/365 basis").

4. The Contractor shall inform the Customer in text form without delay as soon as circumstances arise which are recognisable by the Contractor and which could lead to a reduction in the quality or availability of the Service in whole or in part or as soon as contractually agreed deadlines cannot be met.

5. The Contractor shall continuously improve the Service. In addition, the Contractor is obliged to adapt the Service, without being requested to do so, to new or amended legal provisions that are relevant for the contractual use of the Service. The Contractor shall inform the Customer in good time in advance of any such adaptations and the associated adaptation plan.

6. Updates that require the involvement of the client will be announced at least 30 days before the roll-out.

7. The Contractor's personnel providing the care service shall be located in the EU. Any change of location requires the prior written consent of the Client.

8. The contractor is required to document incident reports and other requests from the client. This includes in detail:

   - Description of the message (sender, title, description of the incident)
   - First response and resolution times
   - Description of the solution

9. The documentation must be kept in the ticket system. The client has access to the documentation at any time.

10. The Contractor shall, upon request, report to the Client in text form on the performance of the Service. The reports shall contain:

    - Number of requests received in the past month;
    - Actual first response and resolution times required to resolve incidents;
    - Content and current processing status of all open requests.

§4. Other services

1. At the request of the Customer, the Contractor shall provide additional services that are related to the contractual software but are not included in the services pursuant to §3 of these Terms and Conditions for separate remuneration. The services can be offered via a separate software support contract or on a time and material basis. The applicable hourly rates as well as the conditions for the billing of travels shall apply according to the current offer or separate agreement.

2. The Contractor is obliged to provide services within the meaning of paragraph 1 of this section if the provision of services is reasonable for him, in particular if he usually provides them under similar conditions.

   Prior to going live, **releases** shall be checked with regard to the Client's requirements as well as the usability and compatibility for existing, individual adaptations and interfaces. In particular, the Contractor shall support the Client in this respect. These services are to be commissioned by means of separate orders or by means of a support contract.

§5. Services of the contractor not covered by the contract

Contractual services do not include, but are not limited to:

a) **Care services** outside of **service hours**.
b) **Maintenance services** with regard to the cooperation of the contractual software with other software which is not the subject of this contract.
c) **Consulting**
d) **Consulting** in the business process environment or in connection with the operation or administration of the software.
e) Services for training or instruction in the use of the software.
f) First level support services
g) Service Review Meetings
h) Review of **releases** with regard to compatibility with individual developments or interfaces of the client

Not the responsibility of the contractor:

i) Backup of the client's **application data**

§6. Availability

Contractor warrants that the availability of the **Service shall** not be less than 99.5%. The following definitions apply:

1. **"Planned downtime"**

   Scheduled Downtime means downtime associated with network, hardware or service maintenance or upgrades. Contractor will post or announce these times as downtime at least five (5) days prior to commencement, with scheduled downtime taking into account Customer's operational concerns. This means that they will generally occur outside of service hours and will not exceed 4 hours/month.

2. **"Externally induced downtime"**

   The service level agreement does not apply to performance and availability issues....

   - ... due to disruptions and outages in Microsoft 365 services, which are listed on the Service Status web page at https://admin.microsoft.com/AdminPortal/Home#/servicehealth.
   - ...due to force majeure (e.g. natural disasters, wars, terrorist attacks, riots, government measures).
   - ... due to network and equipment failures at your location or between the client's location and the data centers hosting the Shareflex Online Cloud services.
   - ... due to insufficient bandwidth or the use of third party hardware, software and services not provided by the Contractor.
   - ... that occurred during a preview, pre-release, test or beta version of a service or feature.
   - ... caused by a failure of Customer's users to comply with required configurations, to use supported platforms, to comply with acceptable use policies, due to use of the Service inconsistent with the features and functions of the Service (e.g., triggering mass events) or not in accordance with Contractor's published help guides.

- ... caused by the use of a service after the contractor communicated instructions to change the use of the service and the use was not changed as directed.
- ... caused by other persons who have gained access to the Contractor's network and services using the Client's passwords or devices.
- ... resulting from faulty entries, non-compliance with operating instructions, incorrect instructions or arguments (e.g. faulty customer-specific extensions or requesting access to files that do not exist).
- ... resulting from operations that lead to the transgression of contingencies, limits and restrictions.
- ... resulting from attempts on the part of the contracting authority to carry out operations in excess of the prescribed quotas or resulting from throttling by the contractor on the basis of the presumption of abusive conduct.

3. **"Monthly operating time"**

Includes hours in a calendar month minus Planned Downtime and Externally Caused Downtime.

4. **"Downtime"**

The time during which the **service** cannot be used in accordance with the contract. When calculating the **downtime,** the unavailability of the **service** is taken into account if one of the following situations has occurred:
- Planned downtime > 4 hours/month
- Incidents of category 1 or 2, the time period of reporting until rectification or downgrading to category 3 applies

5. **"Availability"**

Contractor warrants that the availability of the **Service** shall not be less than 99.5% ("**Effective** Availability").

The **effective availability** in percent is calculated as follows:

$$\text{EFFECTIVE AVAILABILITY} = \frac{[\textbf{Monthly operating time} \text{ in hours} - \textbf{downtime}] \times 100}{\textbf{Monthly operating time} \text{ in hours}}$$

§7. Procedure for reporting incidents and support requests

1. The **TAP** ("Technical Contact Person") submits his inquiries to the Contractor via a ticket system or by e-mail. In the ticket system, the priority can be set by the customer via a field when creating the ticket; for e-mail messages, the priority must be specified in the mail text.

2. By creating the **ticket,** the **TAP** qualifies his report of an Incident or Request for **Consulting**.

3. With the notification of an **Incident,** the **TAP** classifies the **Incident into** one of the Incident **categories** described below, taking into account its impact on the business process of the Client or the **Client**'s company concerned. If the Contractor objects to the **TAP**'s categorization, both contractual parties shall attempt to reach an agreement on the categorization. Until an agreement is reached, the categorization of the **TAP is** binding. If several **incidents** of the same category occur at the same time, the **TAP** is entitled to determine the priority of the remedy. This does not affect the Contractor's obligation to observe the relevant response and resolution times of each **Incident.**

4. When reporting an **incident,** the Contractor shall inform the **TAP** within the response time of the current status of the troubleshooting and the elimination of the **incident** and which measures he has taken so far to eliminate the error as well as which further steps are planned. In addition, the contractor shall provide a non-binding estimate of when the complete resolution of the **incident** is expected to be completed.

5. When an **incident** is reported, the priority is to eliminate the symptoms of the error and restore normal operation.

6. As soon as the processing of a request is completed, the contractor assigns the **ticket** or e-mail to the **TAP**. The **TAP** checks the processing result for category 1 and 2 **incidents** as quickly as possible within 24 hours and for category 3 **incidents** as quickly as possible within 5 working days. If the check shows that the request has been completed, the **TAP** closes the **ticket**. Otherwise, he documents his complaints in the **ticket** or by e-mail and reassigns the **ticket** or e-mail to the contractor. Processing results that remain unanswered for more than 10 working days will be closed by the contractor.

7. If the Contractor cannot resolve a Category 1 or Category 2 Incident within the resolution times, the Contractor is entitled to offer a **workaround.** If the Contractor offers a **workaround**, the categorization of the **Incident** shall be reviewed based on the remaining degradation and adjusted if necessary (e.g. if a workaround reduces the impact of an **Incident** on the **Service** from Category 1 to Category 3, the Remediation Time for a Category 3 Incident shall apply from the time the **workaround is provided**); however, any Remediation Time already violated to that point shall remain violated (e.g., if the Remediation Time for the Category 1 Incident has expired without resolution or provision of a **workaround**). If the Contractor provides a workaround **solution** within the agreed Remediation Time that does not leave any degradation of **service**, the Remediation Time shall be deemed to have been met. If the **Incident** is caused by a defect, the Contractor shall remain obliged to remedy it within a reasonable period of time.

8. If the failure in the Contractor's products is clearly due to a fault in the Microsoft SharePoint product on which all of the Contractor's products and solutions are based, the Contractor cannot bring about a solution within the scope of this contract.

   Within the bounds of what is reasonable, the Contractor shall nevertheless take all necessary steps to keep disruptions to the **customers**'s operations as low as possible.

9. If the Contractor is unable to remedy the **Incident** or provide a **workaround** within the Remedy Time, or if the Contractor fails to finally remedy the **Incident** within a reasonable time after providing the **workaround**, the Customer shall be entitled to assert its claims under §10 - **Contractual Penalty** or §15 - WARRANTY.

§8. Incident categories

Response times

Incidents are handled within the following response times and categories of malfunctions:

Category 1

malfunctions that make operation impossible or completely prevent it. In this case, the Contractor shall respond as quickly as possible, but in any case within 4 hours.

Category 2

malfunctions that significantly impair operation (e.g. basic functions are not functional). In this case, the Contractor shall respond as quickly as possible, but in any case within 10 hours.

Category 3

malfunctions that only affect the operation insignificantly or not at all. In this case, the Contractor shall respond as quickly as possible, but in any case within 24 hours.

Category 4

Warranty claims on the individual services/customizing of projects that affect the operation only insignificantly or not at all. After acceptance and commissioning, the 12-month warranty on the commissioned individual services begins. Complaints are also made via the ticket system. In this case, the claims will be clarified as quickly as possible, but in any case within 5 working days.

The response time is defined as the time that elapses between the qualified fault report in accordance with §14 Paragraph 3 and the start of the qualified processing of the incident by the Contractor.

The above hours are calculated only within the **service hours**.

However, fault reports submitted via the **ticket system** or e-mail are only processed during **service hours** and the response times also only run within these times.

§9. Response and resolution times

1. Contractor shall adhere to the following response and remediation times:

Category	Response time	Remediation time
1	max. 4 hours	max. 16 hours
2	max. 10 hours	max. 24 hours
3	max. 24 hours	With the next regular RELEASE, at the latest, however, after 20 working days.
4	max. 5 working days	After clarification of the warranty claim and individual assessment of the effort for the correction

2. Response and repair times refer exclusively to the above-mentioned **service times**. The reaction and correction time of an error reported outside the **service time** begins with the next start of the **service time**. The duration of the reaction and rectification times is interrupted at the end of the **service time** and resumed at the start of the next **service time.**

3. With the assignment of a TICKET from the Contractor to the Client, the relevant remedy time is paused. If the request was not solved, the resolution time is restarted with a new assignment of the **ticket** with the respective complaints to the contractor.

4. The calculation of remediation times ends with the implementation of the complete remedy regarding the respective **Incident**.

5. Notwithstanding the above mentioned resolution times, the Contractor is obliged to resolve Category 1 and 2 **Incidents** as soon as possible.

§10. Contractual penalty

1. In the event that the Contractor does not achieve the **Effective Availability**, the Customer shall be entitled to demand a pro rata contractual penalty in the amount of 5% of the monthly remuneration for each commenced (1) percent of the shortfall up to a maximum total of 50% of the total monthly remuneration. If, for example, an **effective availability of** 99.0% is actually achieved, whereas an **effective availability of** 99.5% is owed, the Customer shall be entitled to demand a contractual penalty in the amount of 5% of the monthly remuneration.

2. The maximum total amount payable by Contractor cumulatively for all of the above penalties within a **Subscription Period shall be** 30% of the total remuneration payable for a **Subscription Period.**

3. The contractual penalties will be credited to the client at the end of each **subscription period** if they exceed the amount of 1% of the annual **subscription fee**, but at least 100€. Otherwise the claim expires due to insignificance.

§11. Contract validity

1. The Attachments and these Terms together shall be deemed the SaaS Agreement. The Agreement shall become effective upon signature by both parties or, at the latest, upon payment of the first **Subscription Fee.**

2. The Contractor shall inform the Client in writing in good time in advance (at least 3 months before the expiry of a **subscription period**) of any pending adjustments to the conditions and/or contractual terms. The changes shall be deemed to have been accepted by the Client if the Client does not object in writing by registered mail within a period of four weeks after notification of the changes. The date of the postmark shall apply.

3. If you object, the **subscription** will not be automatically renewed and the SaaS contract will be terminated.

§12. Remuneration

1. The fees for the services listed in §3 are listed in the **service certificate.**

2. Unless otherwise specified in the **service certificate**:

   - Service fees are billed in advance for 12 calendar months at a time.
   - The invoice amount is due for payment 30 days after receipt of an invoice that meets the requirements of § 14 UStG.
   - The remuneration is understood to be net plus the applicable statutory value added tax.

§13. Scope of use

1. The contractual services may only be used by the **customer** and only under the terms of this contract. During the term of the contract, the **customer** may access the contractual services by means of telecommunication (via the Internet) and use the functionalities associated with the software in accordance with the contract by means of a browser or another suitable application (e.g. "app"). The **customer** shall not receive any rights beyond this, in particular to the software or the infrastructure services provided in the data centre, if any. Any further use requires the prior written consent of the Contractor.

2. In particular, the **customer** may not use the software beyond the agreed scope of use. The **Customer** is prohibited from sublicensing, licensing, selling, leasing, renting, out-sourcing or otherwise making the Service available to third parties, except for external users who are authorized by the Customer to access the Customer's data and documents. The **Customer** shall be liable for the acts and omissions of its external users as well as for its own fault in accordance with the statutory provisions. The rights of the External Users authorized to use the Service may not be transferred or exercised by more than one person. In addition, rights of an External User may not be transferred from one person to another unless the original User no longer requires access and/or is no longer authorized to access the Service.

3. The Contractor shall be entitled to take appropriate technical measures to protect against non-contractual use. The contractual use of the service may not be more than insignificantly impaired as a result.

4. The Contractor shall have the right to review the extent of the actual license usage on an annual basis. To this end, the Customer shall support the Contractor, if necessary, in measuring the licenses, e.g. by following procedural instructions or by executing and transmitting reporting programs provided.

5. In the event that a user exceeds the scope of use in breach of contract or in the event of an unauthorized transfer of use, the customer shall, to the extent possible, immediately provide the contractor upon request with all information available to him, in particular the name and address of the user, for the assertion of claims due to the use in breach of contract.

6. The Contractor may revoke the Client's access authorization and / or terminate the contract if the Client significantly exceeds the use permitted to him or violates regulations for protection against unauthorized performance. In connection with this, the Contractor may interrupt or block access to the contractual use of services. In principle, the Contractor must first set the Client a reasonable period of grace to remedy the situation. The sole revocation of the access authorization shall not be deemed to be a termination of the contract at the same time. The Contractor may only maintain the revocation of the access authorization without termination for a reasonable period of time, for a maximum of 3 months.

7. The contractor's claim to additional remuneration for use exceeding the agreed use shall remain unaffected.

8. The client is entitled to have the access authorization and the access possibility restored after he has proven in writing that he has ceased the use in breach of contract and has prevented future use in breach of contract.

§14. Cooperation of the contracting authority

1. The client must protect the access authorizations and identification and authentication information assigned to him or to the **users** from access by third parties and not pass them on to unauthorized persons.

2. The Client is obliged to indemnify the Contractor against all claims of third parties due to infringement of rights which are based on an unlawful use of the object of performance by the Contractor or which are made with the Contractor's approval. If the Client recognises or must recognise that such an infringement is imminent, it shall be obliged to inform the Contractor without delay.

3. The client must specify (qualify) his error messages and/or questions to the best of his ability. A qualified report includes in particular a precise specification/description of the malfunction, a qualitative description of the error, the urgency and the effects of a malfunction as well as information about any changes in the system environment. Upon request from the Contractor, the Customer shall also be obliged to provide the Contractor with all data, log files, protocols and other information required by the Contractor which serve to process the case.

4. It is the responsibility of the client to secure the data in his original area of responsibility.

5. Test configurations and individualizations with regard to performance and reliability.

6. It is the responsibility of the client to functionally test all **releases** prior to their implementation with regard to the client's requirements for usability and compatibility with regard to individual adaptations and interfaces.

§15. Warranty

1. The Contractor warrants that the Services are not defective in any way that would nullify or materially diminish their value or their fitness for the purposes of the Contract.

2. If the Contractor does not succeed within a reasonable period of time in fulfilling the obligation incumbent upon it pursuant to subsection 1 of this section, the Client shall be entitled, after setting and expiration of a reasonable grace period, to reduce the service fee or to terminate the contract in writing without notice. The other statutory rights of both parties shall remain unaffected.

3. If the Contractor culpably causes a defect in the software, it shall be obliged to pay damages in accordance with the statutory provisions. Otherwise, the Contractor's rights shall be governed by the statutory provisions.

§16. Duration and termination of the contract

1. The contract initially runs until the expiry of the first **service period** according to the **service certificate**. Thereafter, it shall be extended by a further twelve months in each case if it is not terminated in writing by one of the contracting parties three months before the expiry of a contract period.

2. If the scope of services is extended during the term of the contract (e.g. number of users, activation of optional modules), this leads to an adjustment of the **service certificate**. The adjustment takes place on the first day of the following month after activation.

§17. Secrecy

The Contractor shall treat all information of which the Customer makes him aware in connection with this Agreement as strictly confidential, even beyond the term of the Agreement or its performance, protect it from unauthorized access by third parties and shall not use this information for any other projects for third parties without the express prior written consent of the Customer.

§18. Data protection

1. The parties shall observe the applicable data protection provisions, in particular those valid in Germany, and their employees deployed in connection with the contract and its performance shall be bound to data secrecy, insofar as they are not already generally bound accordingly.

2. The contractor collects, processes and uses data only on behalf of the client. Pursuant to Art. 28 DSGVO, the Client is responsible for compliance with data protection regulations. The parties shall conclude a contract for commissioned data processing. In the event of contradictions between this contract and the commissioned data processing agreement, the commissioned data processing agreement shall take precedence.

3. The Contractor will only process personal data within the EU/EEA and in accordance with the GDPR.

§19. Final provisions

1. The place of jurisdiction is the registered office of the defendant, Federal Republic of Germany.

2. Subsidiary agreements do not exist or are only effective as countersigned attachments to the **service certificate.** Amendments and supplements must be made in writing. This also applies to the cancellation of this clause.

3. Should individual provisions of this contract or the annexes referred to be or become invalid, the validity of the remaining provisions shall not be affected. The parties undertake to cooperate in agreeing on a provision which brings the economic purpose of the invalid provision into effect as far as possible and replaces it.

4. German law shall apply exclusively to the exclusion of the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods. Any general terms and conditions of the contracting parties are not part of the contract.

Appendix: Example of service certificate

Customer name
Customer address

Service certificate of Portal Systems AG
Contract number: 1070

A subscription agreement for the software components listed here is concluded in accordance with the general terms and conditions for the use of Shareflex via the Internet (Software as a Service) of Portal Systems AG in the current version:

#	Software components	Quantity	Start	Fee per month (€)
1	Shareflex Contract Online - 50	1	01.07.2021	xxx,xx
2	Shareflex DocGen Online - Documents (1,000 Dok p.m.)	1	01.07.2021	xxx,xx
			Total monthly service fees (€)	xxx,xx

Service Period: 01.07.2021 - 30.06.2022
Contract start date: 01.07.2021
Minimum contract period: 12 months

Fault reports should be sent to:

Portal Systems Hotline Support (Mon.-Fri. 9-17 hrs. CET, except on national holidays) primarily by e-mail to support@portalsystens.de or by telephone at (+49) 40 / 2260 40-15.

The general terms and conditions for the use of Shareflex via the Internet (Software as a Service) of Portal Systems AG together with this note form the rental contract. By accepting the contract, the customer declares to have taken note of the supplementary contract content and to be in agreement with the content. This service certificate replaces all previous service certificates for these licenses.

This contract is automatically renewed for a further period of 12 months if it is not cancelled with a notice period of 3 month(s) to the end of the contract.

Portal Systems AG

Fischertwiete 1, 20095 Hamburg