General Terms and Conditions

§ 1 General Provisions

Below you will find the contractual documents that regulate iPoint's services. These form the basis for your contractual relationship with iPoint. The contractual documents referred to in the main contract (offer) consist of the Legal Provisions and the Privacy Policy.

The Legal Provisions include:

General Terms and Conditions

Define the legal framework for the provision of Services by iPoint.

License Terms

The terms and conditions of use of the Software are defined in the Terms of License.

Terms of Services

Govern the legal provisions relating to the Services agreed in the offer. They are comprised of the following components:

- Terms for License Purchase
- Terms for Software Leasing
- Terms for Software as a Service
- Terms for Software Maintenance and Support
- Terms for Software Customization
- Terms for Services

§ 2 Scope of Application

(1) The Legal Provisions apply to all contracts for services provided by iPoint concluded with Customers who enter into the contracts as a(n):

- Entrepreneur (Section 14 BGB [German Civil Code])
- Legal entity under public law
- Special fund under public law

(2) The Legal Provisions shall also apply to future contracts concluded with the Customer in their originally valid version, irrespective of whether they are expressly referred to again in future contracts.

(3) iPoint has the right to amend the Legal Provisions at anytime insofar as it notifies the Customer of these amendments. The then amended Legal Provisions shall apply to all contracts after receipt of the notification.

(4) Deviating, conflicting or supplementary terms and conditions of the Customer shall not become part of the contract unless expressly agreed to by iPoint. The unconditional performance of services by iPoint in knowledge of the Customer's GTC does not imply recognition of their validity.

§ 3 Provision of Services and Deployed Persons

(1) iPoint shall decide which persons shall be used for the provision of services rendered by iPoint. The Customer may demand the replacement of deployed persons only for good cause. Under labor law, the Customer has no right to issue instructions (right of direction) to the persons deployed.

(2) iPoint shall be permitted to use subcontractors for the provision of its services.

(3) Partial services that can be separated from one another shall be deemed to be owed independently of one another.

(4) The contracting parties undertake not to actively recruit any persons employed by the other party. This shall apply:

   a) In the case of continuing obligations: During the term of the continuing obligation and for a period of 24 months after termination of such an obligation.

   b) In other cases: For a period of 24 months from the end of the provision of services by iPoint.

   In the event of a culpable breach of the above obligation by one of the contracting parties, the other contracting party shall receive an extraordinary right of termination for the services under the main contract and an appropriate contractual penalty.

§ 4 Deadlines

(1) Dates stated unilaterally by the Customer (e.g. in an order) shall be deemed as desired delivery dates. This shall also apply if iPoint does not expressly object to the delivery dates stated by the Customer. Only mutually agreed delivery dates shall be considered binding.

(2) Binding delivery dates are automatically postponed by a reasonable recovery period if:

   a) The Customer or third parties attributable to the Customer fail to meet their obligations to cooperate in due time

   b) Other obstacles (e.g. force majeure, power failure, etc.) occur for which iPoint is not responsible.

§ 5 Deployment Location

(1) The deployment location of the assigned persons shall be agreed between iPoint and the Customer. As a rule, the deployment location is one of iPoint's locations or at the Customer's premises.

(2) Insofar as services are to be performed by iPoint on the Customer's premises and special regulations applicable there (e.g. access regulations, safety regulations, etc.) are to be observed, the Customer shall be obliged to inform iPoint in good time of such regulations and their content.

(3) Work on the Customer's IT systems, including the analysis and correction of any errors or defects in iPoint's services, shall be performed remotely, unless there are compelling reasons preventing this.

§ 6 Prices and Terms of Payment

(1) The prices quoted for iPoint's services are exclusive of any indirect taxes.

(2) Payments are due within ten working days without deduction upon issuance of the invoice.

(3) In the event of default in payment, iPoint shall be entitled to charge interest on arrears in the amount of 9% above the respective prime rate p.a. and a flat-rate fee of up to 40 euros. In addition, iPoint may temporarily suspend the provision of its services until payment is made in full.

(4) iPoint is entitled to adjust the agreed remuneration of a continuing obligation with effect towards the Customer for the first time after the expiry of the initial term. iPoint shall notify the Customer in writing of any change in remuneration at least three months in advance. In the event of an increase in remuneration of more than 5%, the Customer shall be entitled to terminate the respective continuing obligation as of the end of the current calculation period within a period of three months after receipt of the request for increase.

§ 7 Indirect Taxes

(1) If, according to the law in the Customer's country, iPoint is the debtor of the indirect taxes, the Customer shall assist iPoint in fulfilling all obligations and formalities.

(2) All payments to iPoint must be made without deduction of indirect taxes. If the Customer is obligated to deduct indirect taxes, the Customer must increase the amount due so that iPoint receives the amount agreed upon as the price for the service in the main contract.

(3) If the withholding of taxes is unavoidable, iPoint will reimburse the Customer for the taxes if iPoint is able to credit them against its own tax liability in Germany. The reimbursement is made for one calendar year at the latest four weeks after receipt of the tax assessment.

§ 8 Obligations of the Customer

(1) The Customer shall be obligated to reasonably cooperate in the performance of iPoint's services. The Customer shall create all conditions agreed upon for the provision of services by iPoint in a timely manner. The Customer's obligations to cooperate include the following:

   a) The Customer undertakes to name legal contacts and to notify any changes. The legal contact person must be authorized to conclude transactions on behalf of the Customer and to sign legally binding documents. iPoint may send all communications and information concerning iPoint's services to this contact person. Upon receipt by the recipient, these declarations shall be deemed received by the Customer.

   b) The Customer shall ensure that competent persons authorized to make decisions are available on the agreed dates to enable iPoint to carry out the work.

   c) The Customer shall provide suitable workstations for on-site work for the persons deployed by iPoint.

   d) The Customer shall provide iPoint with the right and opportunity to use the Customer's or third party's systems and data and shall enable access thereto on the Customer's network and by remote access, to the extent that this is necessary for iPoint's provision of services and there is no important reason to the contrary.

   e) If access to and use of internal Customer information, documentation or other records is required for the provision of services, the Customer shall provide such information, documentation or records in a suitable format.

   f) The Customer shall report malfunctions and/or defects of iPoint's services under the requirements specified in the Terms for Software Maintenance and Support.

   g) The Customer shall familiarize itself with the essential functional features of the Software and shall bear the risk that the Software does not meet its needs.

   h) The Customer shall use the Software only to the customary extent specified in the specification of services.

i) The Customer is responsible for providing a functional and sufficiently dimensioned hardware and software environment. The information about the **requirements for the system environment** is not tailored to any specific Customer and only gives a rough indication of the necessary dimensioning of the system environment for the operation of the Software within the usual framework. The resources required are essentially dependent on the type and scope of the subsequent actual use of the Software by the Customer. It may also be necessary to update the system environment for the operation of new versions as a result of changed system requirements within the scope of software maintenance.

j) The Customer shall test the Software thoroughly before productive use to ensure that it is free from defects and that it can be used in the existing system environment.

k) The Customer shall take reasonable precautions in the event that the Software does not work properly in whole or in part, e.g. by regularly checking the results.

l) The Customer shall inform iPoint without delay if third parties assert property rights (e.g. copyrights or patent rights) to the Software.

(2) The Customer shall provide its cooperation services at no cost.

§ 9 Confidentiality / Data Protection / Reference Naming

(1) The contracting parties undertake to keep secret all business and trade secrets or information designated as confidential which they receive or become aware of from the respective other party during the performance of the contract, including beyond the end of the contract, and to oblige the respective employees accordingly. Information and documents shall not be made available to third parties not involved in the execution of the contract. The parties shall protect the subject matter of the contract as they do with their own documents worthy of protection. Each party may require the other to document the nature and scope of the organizational measures taken for this purpose.

(2) Information and documents which are generally known and accessible at the time of disclosure or which were already known to the receiving party at the time of disclosure or which were legitimately made accessible to it by third parties are not covered by the obligation to maintain confidentiality.

(3) The Customer is hereby informed that iPoint will collect, store, process and, if necessary, transfer to third parties its data to the extent necessary for the performance of the contract and on the basis of data protection regulations (see also **Privacy Policy**).

(4) If and to the extent that the Customer processes personal data on IT systems for which iPoint is technically responsible, the Customer must agree to the currently valid **data protection conditions (commissioned processing)** or conclude a separate contract for commissioned data processing with iPoint.

(5) Unless otherwise agreed, both contractual partners are permitted to name the other party as a reference contractual partner and to use their logo on their website or on printed material for marketing purposes.

§ 10 Limitation

The limitation period for any warranty claims of the Customer against iPoint due to material defects shall be one year from the statutory commencement of the limitation period. The statutory limitation periods shall apply to the following claims:

   a)   Defects of title within the meaning of Section 435 of the BGB [German Civil Code]

   b)   Intent or gross negligence on the part of iPoint

   c)   Malicious concealment of a defect

   d)   Personal injury

   e)   A warranty granted by iPoint (Section 444 of the BGB [German Civil Code])

   f)   Claims according to the product liability law

§ 11 Liability

(1)   iPoint shall be liable in accordance with the statutory provisions for the following damages suffered by the Customer:

   a)   Damage caused by intentional or grossly negligent conduct of iPoint or its subcontractors

   b)   Personal injury

   c)   Damage according to the product liability law

(2)   iPoint shall be liable for damage caused to the Customer by slight or simple negligence only to the extent that such damage is based on a breach of material contractual obligations (cardinal obligations). Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the Customer regularly relies and may rely. Insofar as iPoint is liable hereunder for ordinary negligence, its liability shall be limited to EUR 25,000.00 per claim. Any further liability of iPoint for slight or ordinary negligence is excluded.

(3)   The provisions of the foregoing paragraphs shall apply mutatis mutandis to any limitation of iPoint's liability to pay compensation for wasted expenditure (Section 284 of the BGB [German Civil Code])

(4)   iPoint as lessor shall not be liable regardless of fault for defects existing at the time of conclusion of the contract.

(5)   The above limitations of liability shall also apply in favor of iPoint's subcontractors.

(6)   iPoint shall not be liable for disruptions in availability due to force majeure events. Force majeure shall be deemed to include theft, general disruptions to the Internet or other circumstances, insofar as they are unforeseeable and beyond iPoint's control. iPoint shall inform the Customer of the occurrence of such an event, insofar as this is possible and reasonable under the circumstances.

(7)   iPoint remains open to the objection of contributory negligence. The Customer shall in particular observe its obligations under Section 8.

§ 12 Elimination of Defects

(1) iPoint shall only provide warranty for any defects in the Software created by iPoint. There shall be no warranty for defects in the software of third parties which iPoint delivers to the Customer free of charge or otherwise provides free of charge.

(2) iPoint shall only provide warranty for defects in the Software if it is used within the usual and reasonable scope and in accordance with the service description.

(3) In the event of a material defect, iPoint shall first provide warranty through subsequent performance. iPoint shall choose from the following options:

   a) iPoint shall provide the Customer with a new version of the Software free of defects (replacement delivery).

   b) iPoint removes the defect (rectification)

   The removal of a defect shall also be deemed to have taken place if iPoint shows the Customer a reasonable possibility of avoiding the effects of the defect.

(4) In the event of defects of title, iPoint shall first provide warranty through subsequent performance. iPoint shall choose from the following options:

   a) iPoint allows the Customer to use the Software in a legally unobjectionable way.

   b) iPoint shall provide the Customer with a replacement delivery that no longer has the defects of title. The replacement delivery may also consist of the delivery of a new software version with at least equivalent functionality, provided that this is reasonable for the Customer. A renewed familiarization of the Customer with the Software shall not constitute unreasonableness. The Customer's rights with regard to reimbursement of expenses pursuant to Section 439 para. 3 of the BGB [German Civil Code] shall remain unaffected.

(5) If iPoint, at the request of the Customer, provides services for troubleshooting or fault elimination without being obligated to do so, iPoint may demand reasonable compensation from the Customer for such services. This applies in particular when:

   a) A reported material defect is not verifiable

   b) A reported material defect is not attributable to iPoint or

   c) The Software is not used within the usual and reasonable scope and in accordance with the service description

12.1 Removal of Defects in the Case of License Purchase

(1) In the event of a defect in the Software, including the related documentation, the Customer shall immediately report such defect to iPoint in accordance with the provisions of Section 377 of the HGB [German Commercial Code].

(2) The Customer may set iPoint a reasonable time limit for subsequent performance in the event of a material defect, and a reasonable grace period in the event of failure of subsequent performance. If iPoint does not succeed in the supplementary performance even within the grace period, the Customer may withdraw from the contract or reduce the agreed remuneration. iPoint shall be liable within the limits specified in § 11.

12.2 Removal of Defects in the Case of SaaS

(1) iPoint is obligated to correct defects in the Software provided for use in accordance with the foregoing sections.

(2) The Customer's right to terminate the contract for failure to provide use in accordance with Section 543 (2) Sentence 1 No. 1 of the BGB [German Civil Code] is excluded, unless the provision of use in accordance with the contract is to be regarded as having failed.

(3) Failure to produce the contractual use is to be assumed at the earliest if, within a period of four weeks from receipt of the notice of defect, iPoint fails to:

a)   Remove a significant defect or

b)   Provide a corresponding workaround solution to the defect

This shall only apply if the Customer has duly provided its cooperation services. The Customer is not entitled to terminate the contract due to insignificant defects.

§ 13   Changes to the Provisions for Continuing Obligations

(1) iPoint is entitled to change the legal conditions for continuing obligations in accordance with the following regulations.

(2) Changes to the Legal Provisions will be communicated to the Customer in text form, see § 16 of these GTC.

(3) The Customer may object to such change of the Legal Provisions. For this purpose, the Customer must declare its objection to iPoint in text form and within six weeks from receipt of the notification from iPoint. The deadline shall only be considered to have been met if the objection is received by iPoint within the deadline. If the Customer does not object in due form and time, the changes shall be considered as approved and the changed Legal Provisions shall become part of the contract. iPoint shall expressly point out the form and time limit for the objection in the notification about the change.

(4) If the Customer objects to the changes in due form and time, the Legal Provisions shall continue to exist unchanged. In this case, however, iPoint shall have the right to terminate the main contract with a notice period of six weeks from receipt of the objection to the Customer, provided that it is not economically or technically possible or unreasonable for iPoint to adhere to the unchanged contract. The termination shall take effect six weeks after receipt of the notice of termination by the Customer.

§ 14   Arbitration

(1) In the event of a dispute arising from the main contract or the Legal Provisions, the contracting parties agree, prior to taking legal action, to initiate arbitration in accordance with the arbitration rules of the arbitration board of the Deutschen Gesellschaft für Recht und Informatik e.V. [German Association for Law and Information Technology] ("DGRI e.V.") prior to filing a lawsuit. The arbitration procedure is intended to resolve the dispute in whole or in part, provisionally or finally.

(2) The period from the request for arbitration to the end of the arbitration proceedings shall not be counted towards the statute of limitations for all claims. Section 203 of the BGB [German Civil Code] Suspension of the statute of limitations during negotiations shall apply accordingly.

(3) The parties make it clear that the prior initiation of arbitration proceedings is not a prerequisite for litigation, regardless of whether it is a matter of the main issue or of interim legal protection.

§ 15   Export Control

(1) Software and IT services may be subject to export laws and regulations. In particular, there may be licensing requirements or the use of the Software or related technologies may be subject to restrictions in foreign countries.

(2) The Customer is obligated to comply with all applicable export control regulations when handling iPoint's services.

(3) The fulfillment of the contract by iPoint is subject to the proviso that there are no obstacles to the fulfillment based on national and international regulations of export law and no other legal regulations.

§ 16 Written Form

(1) All agreements that involve a change, addition or concretization of these contractual conditions, as well as special assurances and agreements, must be recorded in writing.

(2) The use of e-mail satisfies the written form requirement, provided that its receipt is confirmed in writing back to the sender.

(3) Terminations must be in writing.

§ 17 Place of Performance / Governing Law / Place of Jurisdiction

(1) The place of performance for deliveries and services is Reutlingen (Germany).

(2) These contractual terms and conditions and any contracts concluded on their basis shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Sales Convention.

(3) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract shall be the court responsible for iPoint's registered office. iPoint shall, however, be entitled to assert its own claims at the Customer's place of jurisdiction.

§ 18 Assignment / Severability Clause

(1) Claims arising from contracts concluded with iPoint may be assigned by the Customer only with the prior written consent of iPoint, unless the assignment is to a company affiliated with the Customer within the meaning of Section 15 et seq. of the AktG [German Corporation Act]

(2) Should individual provisions of these contractual terms and conditions be or become invalid in whole or in part, or should there be a gap in these contractual terms and conditions, this shall not affect the validity of the remaining provisions.

License Terms

§ 1 Scope of Application

These license terms apply to the use of Software provided by iPoint to a Customer.

§ 2 Permitted Scope of Use

(1) Upon the purchase of a license, iPoint shall grant the Customer a non-exclusive, unlimited right to use the Software within the scope of use set forth below and in the offer.

(2) In the case of SaaS, iPoint grants the Customer the following during the term of the contract:

    a) The non-exclusive rights of use required for the agreed use of the Software

    b) The non-exclusive right to install the client software on the required number of computers and to use it for accessing the functionalities of the Software via the Internet

(3) The Software consists of a server component and a client component. The following applies:

- When purchasing a license, the Customer may install the server component only on the number of servers specified in the offer. Unless a specific number of servers is agreed, installation is allowed on one server only.

- The Customer may use the client component only for the number of natural persons, i.e. the users, identified in the offer.

- Users are created via the user administration of the Software. In this case, the users must be entered by name (named-user license model).

(4) The Customer may use the Software only for the purpose of processing its own internal business transactions and the internal business transactions of its Group companies (affiliated companies). A Group company (affiliated company) within the meaning of these provisions is any legal entity that belongs to a party (subsidiary), to which a party belongs (parent company) or which belongs to the same owner as a party (sister company). "Owned" for the purposes of this definition means controlling more than 50% of the shares in an entity.

The following is prohibited without prior written consent of iPoint:

- Make the Software temporarily available to companies other than Group companies (e.g., as Application Service Providing (ASP) or SaaS)

- Use the Software for the training of persons who are not employees of the Customer or its Group companies

Commercial rental is generally prohibited.

(5) Duplication of the Software shall only be permitted to the extent that this is necessary for use in accordance with the contract. The Customer may make backup copies of the Software to the extent necessary. Backup copies on portable data carriers shall be marked as such and shall include a copyright notice in favor of iPoint.

(6) The Customer is not entitled to make any changes, extensions or other adaptations to the Software, unless it is permitted to do so by mandatory law. The Customer shall only be entitled to rectify bugs itself or to have them rectified by third parties if iPoint is unwilling or unable to rectify such Software bugs reported by the Customer.

(7) The Customer is not entitled to decompile the Software unless permitted to do so by mandatory law. This shall only apply if iPoint has not provided the necessary data to establish interoperability with other hardware or software after a corresponding request with a reasonable period of time.

(8) If iPoint provides the Customer with a new version of the Software, then such new version shall also be subject to these License Terms. The rights of use for the older version expire upon productive use of the new version, but no later than four weeks after the first use for test purposes.

(9) Insofar as iPoint provides the Customer with Software or provides other copyrighted or otherwise protected services to the Customer, the Customer shall receive the same rights of use as it is entitled to for the iPoint software.

(10) The above-mentioned granting of rights is subject to full payment of the agreed remuneration. The Customer is entitled to use the Software solely for testing purposes for the period from provision until payment for the service.

§ 3 Diagnostics

In order to monitor operations, improve products and analyze errors, the Software transmits diagnostic data as standard to iPoint via a secure connection. Personal data is only transmitted in pseudonymized form (see also **Privacy Policy**).

§ 4 Open-source software

(1) The Software consists of software created by iPoint itself as well as open-source software.

(2) The granting of rights by iPoint to the Customer expressly (see § 2) does not include open-source software Open-source software shall be provided to the Customer exclusively on the basis of and subject to the terms and conditions of the relevant open-source licenses.

§ 5 Software Protection and Audit Right

(1) The Customer is obligated to store the Software carefully in order to prevent misuse.

(2) Copyright notices, serial numbers and other features of the Software that serve to identify the program may not be removed or altered. The same applies to a suppression of the screen display of corresponding features.

(3) The Customer shall inform iPoint upon request about the installations and copies of the Software made by it and their whereabouts.

(4) The Customer must ensure that Software stored on data carriers, memories or other hardware is completely and permanently deleted before:

- It transfers the data carriers, memories or other hardware on which the Software is stored in whole or in part to third parties.

- It relinquishes direct possession of the data carriers, memories or other hardware on which the Software is stored in whole or in part.

(5) iPoint is entitled to check the use of the Software once a year via remote access.

(6) In exceptional cases, iPoint may perform on-site inspections if:

- The Customer refuses inspection via remote access

- Inspection via remote access does not provide meaningful results, or

- There are indications that the Customer is in breach of contract.

(7) The Customer shall reasonably cooperate with iPoint in the performance of the inspections. On-site reviews will be announced by iPoint four weeks in advance.

(8) The Customer shall bear the costs of the inspection if the inspection reveals use that is not in accordance with the contract. iPoint may transfer the right of inspection to third parties.

§ 6 Termination of the Right to Use the Software

Upon termination of the Customer's right to use the Software, the Customer shall return the Software to iPoint and delete all copies made of the Software, unless the Customer is required by law to retain them for a longer period of time. The Customer must assure iPoint of the deletion.

Terms for License Purchase

§ 1 Scope of Application

These terms shall apply to the permanent transfer of the Software for use from iPoint to the Customer.

§ 2 Scope of Services

(1) iPoint shall provide the Customer with the Software, including the application documentation contained in the Software, subject to the terms and conditions of use set forth in these terms and in the offer. The source code of the Software and a transfer of the same to the customer is not the subject matter of the contract.

(2) The agreed quality of the Software shall exclusively result from the performance description for the Software contained in the offer. iPoint shall not be liable for any further quality. In particular, no such obligation shall arise from other representations of the Software in public statements by iPoint, employees of iPoint or sales partners.

(3) Insofar as employees or sales partners of iPoint give guarantees prior to the conclusion of the contract, these shall only be considered valid by iPoint if they have been confirmed by the management of iPoint.

§ 3 Rights of Use

The permissible scope of use of the Customer as well as any further rights and obligations of the parties with respect to the Software shall be governed by the License Terms.

§ 4 Transfer of the Software

Transfer of the Software by the Customer without the consent of iPoint is prohibited, unless it is permitted by mandatory law. In the case of permitted distribution of the Software, the following applies:

a) The Software must be transferred in its entirety and the Customer's own use of the Software must cease completely. Temporary or partial transfer of the Software to third parties, whether in return for payment or free of charge, is prohibited.

b) The Customer must hand over all program copies to the third party, including any existing backup copies. Any copies not handed over must be destroyed.

c) Installations of the Software at the Customer's premises must be deleted and the deletion must be confirmed to iPoint.

d) The Customer shall be obligated to inform iPoint of the name and full address of the third party.

e) The Customer undertakes to ensure that the third party accepts the license terms and the agreed choice of law by iPoint as well as the place of jurisdiction.

f) The third party is not entitled to use and/or pass on the Software to a greater extent than the Customer was entitled to do prior to the transfer.

g) The Customer undertakes to ensure that the same duties of care and information with respect to the Software apply to the third party as they do to the Customer vis-à-vis iPoint.

h) The Customer may not transfer the Software to a third party if there is reasonable suspicion that the third party will violate the terms of the contract.

i) In the event that the Customer violates these provisions, the Customer shall be liable to iPoint for any resulting damage, without prejudice to any further claims by iPoint.

§ 5 Cooperation Obligations of the Customer

The Customer is obligated to regularly back up the data within its access. Data backups must be stored in such a way that it is possible to restore the backed-up data.

§ 6 Remuneration

(1) A one-time remuneration is due for the purchase and licensing of the Software.

(2) This fee and the terms of payment (deadlines) are specified in the offer. In this case, the point in time at which the Software is transferred to the Customer shall be deemed to be the point in time at which iPoint provides the Customer with a download link with a license key or, if commissioned, the point in time at which iPoint installs the Software on the Customer's QA system.

Terms for Software Leasing

§ 1 Scope of Application

These terms shall apply to the transfer of the Software for use on a temporary basis from iPoint to the Customer.

§ 2 Scope of Services

(4) iPoint shall provide the Customer with the Software, including the application documentation included in the Software, for the agreed rental period in accordance with the terms of use set forth in these terms and conditions and in the offer. The source code of the Software and a transfer of the same to the customer is not the subject matter of the contract.

(5) The agreed quality of the Software shall exclusively result from the performance description for the Software contained in the offer. iPoint shall not be liable for any further quality. In particular, no such obligation shall arise from other representations of the Software in public statements by iPoint, employees of iPoint or sales partners.

(6) Insofar as employees or sales partners of iPoint give guarantees prior to the conclusion of the contract, these shall only be considered valid by iPoint if they have been confirmed by the management of iPoint.

(7) iPoint shall provide software maintenance and support to the Customer during the contract term. The scope of the services to be performed is defined in the Terms for Software Maintenance and Support.

(8) The provisions regarding the remedy of defects listed under Section 12 of the GTC shall also apply to the Software lease. Section 12.1 Remediation of Defects in the Event of License Purchase shall not apply.

§ 3 Rights of Use

The permissible scope of use of the Customer as well as any further rights and obligations of the parties with respect to the Software shall be governed by the License Terms.

§ 4 Cooperation Obligations of the Customer

The Customer is obligated to regularly back up the data within its access. Data backups must be stored in such a way that it is possible to restore the backed-up data.

§ 5 Remuneration

(1) A recurring remuneration is agreed for software leasing.

(2) This fee and the terms of payment (deadlines) are specified in the offer.

(3) If iPoint and the Customer agree on subsequent extensions of the scope of use, the remuneration shall be increased by the amount agreed upon for this purpose.

§ 6 Term and Termination

(1) The contract for the leasing of Software shall commence when the Software is provided and shall have a minimum term of twelve months. Thereafter, it shall be automatically renewed for a further twelve months at a time.

(2) The point in time at which the Software is transferred to the Customer shall be deemed to be the point in time at which iPoint provides the Customer with a download link with a license key or, if commissioned, the point in time at which iPoint installs the Software on the Customer's QA system.

(3) In the event that extensions to the scope of use of the Software are agreed during a current contract, the term and notice period of the current contract shall also apply to these extensions.

(4) The contract can be terminated by either party at the earliest at the end of the minimum term with a notice period of three months.

(5) The right of each contracting party to extraordinary termination for good cause shall remain unaffected.

(6) The contract may only be terminated in its entirety. Partial cancellations, e.g. for individual modules, apps or similar, are not permitted.

Terms for Software as a Service

§ 1 Scope of Application

These terms apply to iPoint's SaaS services. These include:

- Temporary transfer of the Software

- Provision of the cloud servers, including the required storage space

- The technical operation of the server components of the Software.

The Customer can thus use the functionalities of the Software by means of online access via the client software installed at the Customer's premises.

§ 2 Scope of Services

(1) iPoint grants the Customer the right to use the Software via the Internet for the agreed term of the contract. For this purpose, the iPoint Software is installed on a server, technically operated and connected to the Internet in such a way that the Customer can access it via an encrypted connection. In addition, iPoint shall provide the storage space required for the Customer's data.

(2) The client software and access data required to access and use the Software shall be provided to the Customer in a timely manner.

(3) The agreed quality of the Software results from the performance description contained in the offer. iPoint shall not be liable for any further quality. In particular, no such obligation shall arise from other representations of the Software in public statements by iPoint, employees of iPoint or sales partners.

(4) Insofar as employees or sales partners of iPoint give guarantees prior to the conclusion of the contract, these shall only be considered valid by iPoint if they have been confirmed by the management of iPoint.

(5) iPoint shall provide software maintenance and support to the Customer during the contract term. The scope of the services to be performed is defined in the Terms for Software Maintenance and Support.

(6) iPoint shall perform a daily backup of the Customer's data. The data backup will be stored for a period of 30 days in each case.

§ 3 Rights of Use

The permissible scope of use of the Customer as well as any further rights and obligations of the parties with respect to the Software shall be governed by the License Terms.

§ 4 Availability

The availability of the system is based on the **Service Level Agreement for Support and Hosting**.

§ 5 Cooperation Obligations of the Customer

(1) The Customer is obligated to create the system requirements within its domain for the provision of the SaaS services. These include:

- Functionality of its Internet access including the transmission paths from and to the transfer point to the hosting system

- Installation of the client software required for access in its current version on sufficiently dimensioned computers

(2) The Customer is responsible for keeping its access data safe from unauthorized access by third parties. The Customer must change its access data immediately if it becomes aware that third parties have access to its access data. The Customer shall also be obligated to inform iPoint immediately if there is any indication that its access data to the Software has been or is being misused by third parties.

(3) The Customer shall report any disruptions in the availability of the system to iPoint. As far as possible, the Customer shall provide details of the disruption so that iPoint can investigate the cause and extent of the disruption.

§ 6 Remuneration

(1) A recurring remuneration is agreed for SaaS.

(2) This fee and the terms of payment (deadlines) are specified in the offer.

(3) If iPoint and the Customer agree on subsequent extensions of the scope of use, the remuneration shall be increased by the amount agreed upon for this purpose.

§ 7 Term and Termination

(1) The contract for SaaS shall commence when the Software is provided and shall have a minimum term of twelve months. Thereafter, it shall be automatically renewed for a further twelve months at a time.

(2) The provision of the client software and access data to the Customer shall be deemed to be the point in time in which the Software is provided.

(3) In the event that extensions to the scope of use of the Software are agreed during a current contract, the term and notice period of the current contract shall also apply to these extensions.

(4) The contract can be terminated by either party at the earliest at the end of the minimum term with a notice period of three months.

(5) The right of each contracting party to extraordinary termination for good cause shall remain unaffected.

(6) The contract may only be terminated in its entirety. Partial cancellations, e.g. for individual modules, apps or similar, are not permitted.

Terms for Software Maintenance and Support

§ 1 Scope of Application

These terms apply to the provision of Software maintenance and support by iPoint for the Software specified in iPoint's offer.

§ 2 Scope of Services

(1) iPoint will continue to develop the Software, fix bugs and provide the Customer with new versions of the Software (minor and major releases) on a regular basis.

(2) The subject of the Software maintenance shall always be the respective current total stock of the Software licensed by the Customer, including any successive extensions of the license stock.

(3) The hardware and software requirements announced with the release of iPoint apply to the respective versions of the Software. As part of the further development of the Software, the system requirements may be adjusted.

(4) Within the scope of releasing new versions of the Software, iPoint shall be entitled to modify the open source software used and to use further open source software, provided that this does not or only insignificantly impair the Customer's contractually agreed usage options for the Software. The newly used open source software may be subject to other open source license terms than those communicated when the contract was concluded.

(5) In addition, iPoint shall provide the Customer with a Support Desk for support requests from Monday to Friday (excluding public holidays applicable in Baden-Württemberg) between the hours of 9:00 a.m. - 5:00 p.m.

(6) Support shall include:

- Answering individual application-specific and technical questions.

- The handling of technical problems that are within the control of iPoint or the Software.

(7) Support shall not include:

- General business consulting as well as user training

- Support with the technical installation, the functional setup as well as with the operation of the Software

- Inquiries about technical issues beyond iPoint's or the Software's control, such as firewall configuration, operating system-level administration, installation of third-party programs

(8) The use of support is limited to properly licensed users of the Software and to the persons named as technical contacts.

(9) Unless otherwise agreed, the processing of support requests is governed by the **Service Level Agreement for Support and Hosting**.

§ 3 Cooperation Obligations of the Customer

(1) New versions of the Software shall be made available digitally. Unless ordered specifically, the Customer undertakes to install and use the latest version of the Software.

(2) Before making a support request, the Customer undertakes to carefully check whether a technical problem in its hardware or software environment can be ruled out as the cause.

(3) The Customer shall provide iPoint with all documentation and information required for support and shall assist iPoint during further processing. This includes, but is not limited to:

- Description of the error or disruption

- Time and duration of existence

- Number of affected users

- Description of the system and hardware environment

- Provision of all other information necessary to process the request (e.g. log files, screenshots, Sankey diagrams, Umberto models, etc.).

§ 4 Remuneration

(1) Recurring remuneration is agreed for the provision of Software maintenance and support.

(2) This fee and the terms of payment (deadlines) are specified in the offer.

(3) If iPoint and the Customer agree on subsequent extensions of the scope of use of the Software, the remuneration shall be increased by the amount agreed upon for this purpose.

§ 5 Term and Termination

(1) The contract for software maintenance and support shall commence when the Software is provided and shall have a minimum term of twelve months. Thereafter, it shall be automatically renewed for a further twelve months at a time.

(2) The point in time at which the Software is transferred to the Customer shall be deemed to be the point in time at which iPoint provides the Customer with a download link with a license key or, if commissioned, the point in time at which iPoint installs the Software on the Customer's QA system.

(3) In the event that extensions to the scope of use of the Software are acquired by the Customer during a current contract, the term and notice periods of the current contract shall also apply.

(4) The contract can be terminated by either party at the earliest at the end of the minimum term with a notice period of three months.

(5) The right of each contracting party to extraordinary termination for good cause shall remain unaffected.

(6) The contract may only be terminated in its entirety. Partial cancellations, e.g. for individual modules, apps or similar, are not permitted.

Terms for Software Customization

Software Customization (Waterfall)

§ 1 Scope of Application

These provisions apply to the commissioned adaptation of the standard software according to the waterfall model to the needs of the Customer.

§ 2 Scope of Services

(1) iPoint will develop the customization of the standard software according to the specifications accepted by the Customer and the project and milestone plan agreed between both parties at the beginning of the project and will deliver it to the Customer in object code.

(2) For purposes of organization and communication under the project, the parties will establish and staff project roles and committees with appropriate responsibilities and authority.

(3) The parties shall regularly exchange information on the status of the cooperation, any difficulties that may arise and the further course of action. The coordination is carried out in particular by the contact persons (roles) and committees designated by it in accordance with the scheduled periodicities.

§ 3 Rights of Use

Upon full payment of the agreed remuneration, iPoint shall grant the Customer the non-exclusive right, unlimited in time and space, to use the development services in accordance with the valid License Terms of the licensed standard software.

§ 4 Acceptance

(1) iPoint will provide the development results to the Customer and request the Customer to accept them.

(2) For the acceptance procedure, 10 working days (Monday - Friday) are provided, during which the Customer can report defects in the Software once in writing. The parties will mutually evaluate the reported defects and document them in the acceptance protocol. Insignificant defects shall not entitle the customer to refuse acceptance.

(3) iPoint shall remedy the defects judged to be material within a reasonable time. Acceptance shall be deemed to have taken place upon elimination of these defects.

(4) Acceptance shall also be deemed to have taken place if:

- The Customer does not state the reasons for refusing acceptance within the aforementioned period, stating any significant defects.

- The Customer starts using the services provided by iPoint (start of productive operation).

(5) Upon acceptance, the risk of accidental loss and destruction of the Software shall pass to the Customer.

§ 5 Requests for Changes

(1) Until the development result has been accepted, the customer can request changes to the requirements for the development result in writing at any time (a "Change Request"). iPoint can propose changes in writing.

(2) iPoint will consider requests for changes from the Customer within a reasonable period of time. If the change request is feasible, iPoint will offer its implementation on reasonable terms.

(3) During the examination iPoint will continue the services according to the existing contract, unless the Customer requests an interruption in written or text form. Agreed delivery and performance dates shall be extended by the duration of the requested interruption and by a reasonable restart time.

(4) If the Customer maintains the request for change after receiving the offer from iPoint, its implementation is thereby agreed.

(5) Agreed changes in performance shall be documented by the parties in a suitable form as amendments to the contract.

§ 6 Cooperation Obligations of the Customer

(1) The Customer shall promote the success of the development services by actively and appropriately cooperating, see Section 8 of the GTC.

(2) If the Customer does not fulfill its obligations, iPoint is entitled to set the Customer a reasonable deadline for the cooperation services. iPoint may terminate the contract if the cooperation services have not been performed by the expiration of the deadline. iPoint is then entitled to demand payment corresponding to the performance plus damages.

§ 7 Remuneration

(3) A one-time remuneration is due for the acquisition and licensing of the development result.

(4) This fee and the terms of payment (deadlines) are specified in the offer. In this case, the time of transfer of a (partial) delivery shall be deemed to be the provision of the Software for download or, if commissioned, the installation of the Software on the Customer's QA system by iPoint.

(5) If no fixed prices have been agreed, invoicing shall be based on actual expenditure at the daily or hourly rates listed in the offer.

Software Customization (Agile Project Methodology)

§ 1 Scope of Application

Insofar as the Customer has commissioned the customization of the standard software to meet its needs in accordance with the agile project methodology, the following provisions shall apply.

§ 2 Scope of Services

(1) iPoint will develop the customization of the standard software according to the project specification (user stories) and provide it to the Customer in object code.

(2) The estimated ballpark figure in story points (SP) and the planned turnaround time in working days (WT) are agreed in the quotation.

(3) The development services shall be provided in iterative development phases of two (2) weeks each (Mon. to Fri.) (each a "sprint").

(4) Requirements for the customization of the Software, including use cases to be implemented from the user's point of view (the individual requirement in each case a "backlog item"), their respective prioritization, acceptance criteria and an estimate of the required implementation effort result from the project backlog as amended from time to time.

(5) iPoint will develop each increment in accordance with the contract, in particular in accordance with the backlog items agreed in the sprint backlog, and shall provide it to the customer after the sprint has ended.

§ 3 Rights of Use

Upon full payment of the agreed remuneration, iPoint shall grant the Customer the non-exclusive right, unlimited in time and space, to use the development services in accordance with the valid License Terms of the licensed standard software.

§ 4 Clarification and Changes to the Project Backlog

(1) The Customer may at any time request that new backlog items be added to the project backlog and/or that existing backlog items in the project backlog be changed, reduced or expanded, removed or replaced by new backlog items (each a "Change Request"). iPoint may also propose changes to the project backlog to Customer at any time.

(2) iPoint shall promptly review the Customer's requests for changes and notify the Customer regarding the effects on the production and transfer of the development result in terms of content and time. If the addition of a new backlog item or change to an existing backlog item increases the overall effort required to implement the project backlog, iPoint will communicate the additional effort required to implement it, if applicable.

(3) The project backlog is continuously updated by iPoint, taking into account the specifications and change requests confirmed by the Customer, but at least at the end of each sprint. Any update requires approval by the Customer.

§ 5 Cooperation Obligations of the Customer

(1) The parties shall mutually determine in good time before the start of a sprint which backlog items from the project backlog are to be implemented (in whole or in part) within the framework of the sprint as the work result of this sprint (in each case an "increment") and shall bindingly agree on these as a "sprint backlog" in written or text form.

(2) In the sprint backlog, the parties should also define acceptance criteria for the approval of the increment.

(3) The Customer agrees to accept the results after each sprint according to the agreed acceptance criteria.

(4) If the Customer does not fulfill its obligations, iPoint is entitled to set the Customer a reasonable deadline for the cooperation services. iPoint may terminate the contract if the cooperation services have not been performed by the expiration of the deadline. iPoint is then entitled to demand payment corresponding to the performance plus damages.

§ 6 Remuneration and Terms of Payment

(1) A one-time remuneration is due for the acquisition and licensing of the development result.

(2) This fee and the terms of payment (deadlines) are specified in the offer. In this case, the time of transfer of a (partial) delivery shall be deemed to be the provision of the Software for download or, if commissioned, the installation of the Software on the Customer's QA system by iPoint.

(3) If no fixed prices have been agreed, invoicing shall be based on actual expenditure at the daily or hourly rates listed in the offer.

Terms for Services

§ 1 Scope of Application

These provisions apply to all services outside the scope of the cloud services, such as:

- Consulting

- Provision of training courses

- Provision of compliance services

- Configuration and installation services

- In case of termination of hosting or SaaS contracts, the migration of the stored Customer data to another system specified by the Customer

§ 2 Scope of Services

(5) iPoint shall provide its services in accordance with the terms and conditions agreed upon in the Offer and hereinafter in return for the contractually agreed upon remuneration. The Customer is responsible for the project and its success. iPoint provides its services in accordance with the principles of proper professional practice.

(6) The subject matter of the contract may consist of a one-time service, which may also be provided in parts, or may be of a permanent nature.

§ 3 Rights of Use

After full payment of the agreed remuneration, iPoint grants the Customer the temporally and spatially unlimited and non-exclusive right to the service results for the contractually stipulated purpose of use.

§ 4 Provision of Services

(1) Unless otherwise agreed, services shall be provided at the registered office of iPoint.

(2) iPoint provides its services through suitable employees. The Customer shall not be entitled to demand the provision of services by specific employees of iPoint.

(3) iPoint shall determine the manner in which the services are provided, unless otherwise agreed.

(4) The Customer is not entitled to issue instructions to iPoint's employees involved in the provision of services.

(5) Insofar as iPoint is required to present the results of the service in writing, only the written presentation shall be authoritative

§ 5 Cooperation Obligations of the Customer

(1) The Customer shall ensure that its designated contact person provides iPoint with all documentation, information and data necessary in order to provide its services in a complete, correct, and timely manner and at no cost to iPoint, unless otherwise agreed upon by iPoint. In addition, the Customer shall ensure that these are kept up to date. iPoint may assume that such documentation, information and data are complete and correct, except to the extent that iPoint recognizes or has reason to believe that they are incomplete or incorrect.

(2) For this purpose, the Customer shall observe the provision of services by iPoint.

§ 6 Remuneration

(1) The level of remuneration and terms of payment (deadlines) are specified in the offer.

(2) If no fixed prices have been agreed, invoicing shall be based on actual expenditure at the daily or hourly rates listed in the offer.

§ 7 Term and Termination

(1) If a service contract is concluded for an indefinite period, it may be terminated with three months' notice to the end of a calendar year.

(2) The right of each contracting party to extraordinary termination for good cause shall remain unaffected.