General Terms and Conditions of iFD GmbH
As of: 01.12.2025

I. General provisions

§ 1 Scope

(1) The iFD GmbH ("iFD") provides its deliveries and services in commercial transactions with entrepreneurs/traders, legal entities under public law or special funds under public law exclusively on the basis of these General Terms and Conditions ("GTC"), unless otherwise agreed in individual contracts. Wherever the term "service" or "services" is used in the following, this refers to all deliveries and services of any kind provided by the iFD to the customer.

(2) iFD does not provide any services to consumers within the meaning of Section 13 of the German Civil Code (BGB). In connection with the services referred to in paragraph 1, the GTC also apply to all pre-contractual obligations and to all future contracts, even if they are not expressly agreed again.

(3) These General Terms and Conditions apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the customer are hereby rejected. They shall not become part of the contract even if iFD carries out the delivery or service to the customer without reservation in the knowledge of these terms and conditions. They shall only apply if iFD has expressly agreed to their validity in writing.

§ 2 Definitions within the meaning of these General Terms and Conditions are:

1. "Working day" means Monday to Friday except public holidays in Saxony and the 24 December and 31 December;

2. "Order" means a binding offer by the customer to conclude a contract;

3. "Individual contract" means the contract concluded in each individual case on the basis of these General Terms and Conditions;

4. "Free licence" means a royalty-free license which permits the use, distribution and modification of works of authorship under certain conditions specified in the licence terms (e.g., for open source software under the BSD licence or for images under the Creative Commons licence);

5. "Customised software" means a computer programme to be produced by iFD according to the customer's specifications in any form (e.g. web programming, tool, programme module, script), which may also consist of the adaptation or extension of another computer programme, including any documentation that may be owed;

6. "Subject matter of performance" means the result to be produced by the iFD, e.g. customised software to be created by iFD or the adaptation of standard software to be programmed;

7. "Response time" means the period beginning with the error message and ending at the point in time at which the iFD begins to rectify the error; if the response time is specified in hours, only hours within normal business hours shall be taken into account, unless the parties have agreed in individual cases to rectify the error outside normal business hours;

8. "Service level" means the guarantee to be available during certain times or to begin providing certain services within certain response times;

9. "Software" is the generic term for standard software and customised software;

10. "Standard software" is a computer programme in any form (e.g. web programming, tool, programme module, script) that has been developed for the needs of a majority of customers on the market and not specifically by iFD for the customer, including any documentation that may be owed. This also includes computer programmes from other manufacturers that iFD merely sells to the customer;

11. "Normal business hours" are 9 a.m. to 5 p.m. on working days.

§ 3 Conclusion of contract

(1) An individual contract and thus a contractual obligation for the individual services is concluded by means of an order confirmation from iFD, by conclusive action, in particular if iFD begins to provide the contractual services after the order has been placed, or by the customer accepting a binding offer from iFD. The product and service descriptions provided by iFD do not constitute a binding offer.

(2) The customer is bound to orders for 14 calendar days.

§ 4 Content of the services provided by the iFD

(1) The specific content of the services owed by iFD is set out in the individual contract, together with any agreed contract amendments and supplements.

(2) iFD is entitled to minor deviations from the agreed service provision, provided that these do not impair the quality of the service and are reasonable for the customer.

(3) Product descriptions, illustrations, test programmes, etc. are descriptions of services, but do not constitute guarantees. A guarantee requires an express written declaration by a managing director or authorised signatory of iFD. Other employees of iFD are not authorised to declare guarantees.

(4) As long as the services provided by the iFD are free of charge for the customer, the services provided by the iFD are purely voluntary and the customer has no claim against the iFD for the continuation of the services. The iFD reserves the right to discontinue the free services at any time without prior notice. In this respect, the customer also has no claim to receive updates.

(5) If the performance of the contractually owed service is possible in partial deliveries, iFD is generally entitled to make partial deliveries, provided that this is not unreasonable for the customer. Insofar as partial services are already specified in individual contracts, they shall always be deemed reasonable.

(6) iFD may also provide its services through third parties.

(7) All employees deployed by the iFD at or for the customer shall remain organisationally part of the iFD, regardless of whether they are deployed at the customer's premises for a longer period of time. Only the iFD is authorised to issue instructions to its employees. Any instructions given by the customer shall only be considered suggestions and shall only be binding if the iFD takes up these suggestions and passes them on to its employees as binding instructions. The customer shall communicate suggestions regarding the service to be provided exclusively to the responsible contact person designated by the iFD and/or their deputy. The persons employed by the iFD shall not enter into any employment relationship with the customer, even if they perform services on the customer's premises.

§ 5 Place of performance

(1) Unless otherwise agreed in the individual contract, the iFD shall provide all services at the iFD's place of business. If the provision of services requires access to the customer's systems, this shall generally be done by means of remote maintenance.

(2) This does not apply to training courses, integration tests, final acceptance tests and the commissioning of technical equipment. These shall take place at the place of delivery or performance agreed in the individual contract.

§ 6 Dates, deadlines and impediments to performance

(1) Delivery and service dates or deadlines are estimated dates unless they are expressly marked as "binding" in writing in the individual contract. Compliance with dates requires the timely and proper fulfilment of the customer's obligations to cooperate. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(2) In the event of impossibility of performance or delays in performance due to force majeure or other events that were not foreseeable at the time of conclusion of the contract – this includes, in particular, operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, official orders or missing, incorrect or late deliveries by suppliers, even if they occur at suppliers of the iFD or its sub-suppliers, problems with third-party products (e.g. changes or failures of interfaces of connected third-party software) – for which the iFD is not responsible. iFD shall inform the customer of such circumstances as soon as possible.

(3) If events within the meaning of paragraph 2 make it significantly more difficult or impossible for iFD to perform and the hindrance and obstacle are not only of a temporary nature, iFD shall be entitled to withdraw from or terminate the respective individual contract. If such events lead to temporary disruptions, the delivery or performance deadlines shall be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable lead time. If the hindrance lasts longer than two months, the customer shall be entitled, after setting a reasonable grace period with a threat of rejection, to withdraw from the part not yet fulfilled or to terminate the respective individual contract. Further legal rights of the parties remain unaffected.

(4) Paragraph 3, sentences 2 and 4 shall apply mutatis mutandis if the customer fails to provide cooperation in breach of contract, e.g. by not providing information, not creating access, not supplying equipment or not making employees available, or if the customer is in default of payment. However, the customer shall not be entitled to withdraw from or terminate the contract in such cases.

(5) If the parties subsequently agree on other or additional services that affect the agreed deadlines, these deadlines shall be extended by a reasonable period.

§ 7 Remuneration, ancillary costs

(1) The prices for the services provided by iFD are set out in the individual contract, together with any agreed contract amendments and supplements, and, in the absence of an individual contract, in the current price list (remuneration rates) valid at the time of agreeing on the respective service provision.

(2) If the parties have determined daily rates or person-days as part of the remuneration based on expenditure, iFD shall owe the provision of a maximum of eight person-hours on a calendar day. If iFD provides additional person-hours on a calendar day, these shall be remunerated on a pro rata basis. When hourly rates are agreed, these shall be remunerated for every 15 minutes or part thereof.

(3) The prices quoted do not include the costs of insurance, packaging and shipping, any taxes, duties and customs charges incurred in the cross-border trade in goods and services, ancillary costs of money transfers and the applicable statutory value added tax, if applicable.

(4) Unless otherwise agreed, the customer shall bear all expenses, such as travel and accommodation costs, expenses and third-party remuneration claims incurred in the course of the contract, upon presentation of evidence. Travel time shall be remunerated.

(5) If the parties have not agreed on remuneration for a service provided by iFD which, under the circumstances, the customer could only expect to be provided in return for remuneration, the customer shall pay the usual remuneration for this service. In case of doubt, the remuneration rates charged by iFD for its services shall be deemed to be customary.

(6) Costs incurred as a result of subsequent changes to the content of the service requested by the customer shall be charged separately.

(7) If the customer fails to provide a service for which they are responsible in accordance with I. § 6 (4) or fails to do so in a timely manner – in particular by failing to provide the necessary information, access, orders, human resources or in the event of late payment – and if this results in additional costs or expenses for the iFD, these shall be borne by the customer. Remuneration shall be based on the currently valid price list of the iFD, unless a different agreement has been expressly made in writing in individual cases. The iFD shall be entitled to set the customer a reasonable deadline for providing the cooperation. If the cooperation does not take place within this period, the iFD shall be entitled to charge separately for the resulting delays, additional expenses and costs and, if necessary, to suspend the provision of services until full cooperation has been provided.

§ 8 Payment and default

(1) Unless otherwise agreed, invoices from the iFD are due for payment without deduction within 14 calendar days of the invoice date. In the case of a permissible partial delivery, this may be invoiced immediately.

(2) If payment in advance has been agreed, iFD shall only provide the service after receipt of payment.

(3) If the customer is in default, interest at the statutory rate (currently 9 percentage points above the base rate) shall be charged on the outstanding amounts from the date of default. iFD reserves the right to claim further damages for default.

(4) Notwithstanding any provisions of the customer to the contrary, iFD shall be entitled to offset payments against the customer's older debts first and shall inform the customer of the type of offsetting that has taken place. If costs and interest have already been incurred, iFD shall be entitled to offset the payment first against the costs, then against the interest and finally against the principal claim.

(5) A payment shall only be deemed to have been made when the iFD has access to the amount.

(6) If the iFD becomes aware of circumstances that objectively call into question the customer's creditworthiness, in particular if the customer suspends payments or a direct debit is returned due to insufficient funds, the iFD is entitled to demand payment of the entire remaining debt. In this case, the iFD is also entitled to demand advance payments or security deposits.

(7) iFD is entitled, under the statutory conditions, to demand advance payments in the amount of the value of the services it has rendered and owed under the contract.

§ 9 Offsetting, retention and assignment

(1) The customer shall only be entitled to offset and retain if the counterclaims due have been legally established or are undisputed. However, the customer shall be entitled to offset without the further requirements of sentence 1

a) if it wishes to offset a claim against a claim by iFD which is reciprocal to the customer's claim (e.g. offsetting a claim for damages due to non-performance or delay against the claim for payment of the remuneration owed),

b) entitled to retention even if the right of retention is asserted on the basis of counterclaims arising from the same contractual relationship.

(2) Except in the area of Section 354a of the German Commercial Code (HGB), the customer may only assign its claims against the iFD to third parties with the prior written consent of the iFD.

§ 10 Provision of materials by the customer

(1) If the customer provides materials (e.g. texts, graphics, images, videos, third-party software including free licences) whose use could conflict with third-party rights (e.g. copyrights and industrial property rights, image rights), the customer is obliged to clarify and obtain the rights in advance to the extent necessary to achieve the purpose of the contract. In particular, before providing any materials in accordance with sentence 1, the customer shall check whether they have the necessary rights to use them within the scope of the contract, both themselves and in relation to the performance of the contract by iFD. Upon request, the customer shall immediately provide iFD with proof of sufficient rights ownership or sufficient rights acquisition.

(2) iFD is not obliged to check whether the customer has acquired sufficient rights.

(3) The customer shall compensate the iFD for any damage resulting from claims by third parties for infringement of property rights and other rights, unless the customer is not responsible for this. The customer shall indemnify the iFD against all disadvantages incurred by the iFD as a result of claims by third parties for damaging actions for which the customer is responsible.

(4) Insofar as it is expedient for the performance of the contract, the iFD may copy suitable materials from publicly available sources under a free licence on behalf of the customer and make them available to the customer. The iFD shall inform the customer at any time upon request which materials under a free licence have been used or are to be used by the iFD.

§ 11 General ancillary and cooperation obligations of the customer

(1) The customer shall support the iFD to a reasonable extent in the performance of the contractual services of the iFD.

(2) In particular, the customer shall

a) ensure the conditions within its sphere of operation, insofar as this is necessary for the contractual provision of services by iFD. This includes, for example, access to the necessary rooms, systems and documentation, as well as the availability of the relevant technical contact persons by phone and the provision of suitable personnel. The customer shall provide iFD with detailed instructions regarding circumstances to be observed when iFD is working on the customer's premises and systems;

b) provide iFD with all necessary information and documents immediately upon request by iFD and unsolicited as soon as the possible relevance becomes apparent to the customer; this applies in particular to information and documents relating to hardware, software, interfaces and databases, insofar as these items originate from the customer's sphere of control or responsibility and may be relevant to the fulfilment of the contractual services.

(3) Unless otherwise agreed in individual contracts, the customer shall take the necessary precautions against unauthorised external access to its systems, data loss and infection with and spread of malware (e.g. through firewalls, penetration tests, data backup and, in particular, appropriate state-of-the-art backup routines for both data and programmes, fault diagnosis, regular checking of results, emergency planning).

(4) The customer shall

a) provide complete and truthful information for any necessary registrations and other queries required to achieve the purpose of the contract,

b) if required during registration, choose a user name that does not infringe the rights of third parties or other name and trademark rights or offend common decency,

c) keep the password secret and not disclose it to third parties under any circumstances. They must inform the iFD immediately if there are indications that their access is being or has been misused by third parties,

d) immediately notify iFD of any subsequent changes to the data requested.

(5) The customer undertakes to notify the iFD immediately in the event of any change in their personal details, address, name, legal form or company name.

(6) The customer shall perform any acts of cooperation at their own expense.

(7) All obligations of the customer to cooperate are principal obligations.

§ 12 Change procedure

(1) If the customer wishes to change the contractually agreed scope of the services to be provided by iFD, they shall submit this change request to iFD in writing. In the case of change requests that can be reviewed quickly and are likely to be implemented within 8 man-hours, iFD may deviate from the following procedure and perform the services directly. In this case, paragraphs 7 and 8 shall also apply accordingly.

(2) iFD shall examine the effects of the requested change, in particular with regard to remuneration and deadlines. If iFD determines that the services to be provided cannot be performed or can only be performed with a delay as a result of the examination, iFD shall notify the customer thereof.

(3) After reviewing the change request, the iFD shall explain to the customer the effects of the change request on the agreements made. The explanation shall either contain a detailed proposal for the implementation of the change request or information as to why the change request cannot be implemented.

(4) The parties shall immediately agree on the content of a proposal for the implementation of the change request. If an agreement is reached, the contract shall be amended accordingly.

(5) If no agreement is reached, the original scope of services shall remain unchanged.

(6) The dates affected by the change procedure shall be postponed, taking into account the duration of the review, the consultation and the change requests to be implemented, plus a reasonable lead time, if necessary.

(7) The customer shall bear the costs incurred by the change request. These include, in particular, the review of the change request, the preparation of a change proposal and any downtime. Unless otherwise agreed in individual contracts, the expenses shall be calculated according to the currently valid price list of iFD. The claim for remuneration for the review expenses shall exist regardless of whether the customer accepts the change proposal or the change procedure ends for other reasons.

(8) iFD may, for its part, submit proposals to the customer for changes to the services, the schedule and the remuneration. Paragraphs 3 to 6 shall apply accordingly.

§ 13 Property rights

(1) The copyright, patent rights, trademark rights and all other property rights to all items that iFD provides or makes available to the customer in the course of contract initiation and execution shall be exclusively vested in iFD in the relationship between the parties.

(2) Insofar as third parties are entitled to property rights to the items or these are subject to a free licence (e.g. in the case of open source software under the BSD licence or in the case of images under the Creative Commons licence), iFD shall have the corresponding rights of use; in this case, the respective valid licence conditions shall apply.

(3) Insofar as iFD has affixed notices to these items, in the case of software in particular also in the source code and on the user interface, regarding its authorship, other property rights including the property rights of third parties, terms of use and licence conditions, as well as safety and warning notices, disclaimers and limitations of liability, trademarks and logos, the customer may not remove, falsify or otherwise alter these references without the consent of iFD; iFD will not refuse consent if there is an important reason for the change.

(4) iFD reserves the ownership and copyright to all offers and cost estimates submitted by iFD, as well as to drawings, illustrations, calculations, brochures, catalogues, models, tools, test or demonstration programmes and other documents and aids made available to the customer. The customer may not make these items available to third parties, disclose them, use them themselves or through third parties, or reproduce them without the express written consent of the iFD. At the request of the iFD, the customer must return these items in full to the iFD and destroy any copies made if they are no longer required by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

§ 14 Reminder and setting of a grace period by the customer

(1) The termination of further exchange of services as a result of performance disruptions (e.g. in the event of withdrawal, termination for good cause or compensation in lieu of performance) and the reduction of the agreed remuneration must always be threatened by the customer, stating the reason and setting a reasonable grace period for rectification. Only after the fruitless expiry of this period can the termination or reduction take effect. In the cases specified in Section 323 (2) BGB, the setting of a deadline may be omitted.

(2) All declarations by the customer in this context, in particular reminders (Mahnungen) and setting of grace periods, must be in writing to be effective. A grace period must be reasonable. A period of less than two weeks set by the customer is only reasonable in cases of particular urgency.

§ 15 Liability

(1) The liability of iFD for damages, regardless of the legal basis (e.g. impossibility, delay, defective or incorrect delivery or performance, breach of contract and tort), is limited in accordance with this § 15 (Liability), provided that the liability presupposes fault on the part of iFD.

(2) The liability of the iFD for simple negligence is excluded, unless there is a breach of a material contractual obligation, the fulfilment of which is essential for the proper

execution of the contract and on the observance of which the customer could rely and the non-fulfilment of which jeopardises the achievement of the purpose of the contract (so-called "cardinal obligation"). In the event of a breach of such a material contractual obligation, the liability of iFD for simple negligence shall be limited to damages that were foreseeable at the time of conclusion of the contract and are typical for this type of contract. However, in the event of simple negligence, iFD's liability shall not exceed the liability limits agreed in the individual contract. If no liability limit has been agreed in the individual contract, liability for damages caused by simple negligence arising from the breach of cardinal obligations shall be limited to 1 times the annual remuneration, but at least €250,000 and at most €2 million.

(3) In the event of gross negligence, the liability of the iFD shall be limited to damages typical for this type of contract and foreseeable at the time of conclusion of the contract.

(4) The above exclusions and limitations of liability in paragraphs 2 and 3 shall apply, also retroactively, to the same extent to claims arising from the breach of obligations during contract negotiations.

(5) Insofar as iFD is not itself obliged to carry out data backup measures, the damage typical for this type of contract and foreseeable at the time of conclusion of the contract in the event of data loss shall correspond to the typical restoration costs. The typical restoration costs shall be measured according to the damage that would have occurred if the customer had taken reasonable backup measures (in particular the creation of backup copies).

(6) Insofar as the breach of duty by iFD concerns deliveries and services which iFD provides to the customer voluntarily and free of charge (e.g. as part of a gift or loan), liability for simple negligence is excluded altogether. Insofar as iFD provides technical information or advice after conclusion of the contract and this information or advice is not part of the contractually agreed scope of services owed by iFD, this shall be done free of charge and to the exclusion of any liability for negligent misinformation or advice.

(7) The exclusions and limitations of liability in this § 15 (Liability) apply accordingly to claims for compensation for futile expenses.

(8) The exclusions and limitations of liability in this § 15 (Liability) shall apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of the iFD.

(9) The limitations of this § 15 (Liability) shall not apply to the liability of iFD for intentional conduct, for injury to life, limb or health, in cases of fraudulent intent, in the event of the assumption of a guarantee or in the event of claims under the Product Liability Act.

§ 16 Limitation period

(1) The limitation period shall be

a) for claims arising from material defects or defects of title for repayment of the remuneration from withdrawal or reduction, one year from the date of submission of the effective declaration of withdrawal or reduction; withdrawal or reduction shall only be effective if declared within the period specified in point b) for material defects or the period specified in point c) for defects of title;

b) one year for claims arising from material defects that do not relate to the repayment of remuneration from withdrawal or reduction;

c) for claims arising from defects in title which do not relate to the repayment of remuneration from withdrawal or reduction, two years; however, if the defect in title lies in an exclusive right of a third party on the basis of which the third party can demand the surrender or destruction of the items provided to the customer, the statutory limitation period shall apply;

d) for claims for repayment of remuneration, damages or reimbursement of futile expenses not based on material defects or defects of title, two years.

(2) Subject to any deviating provisions in individual contracts, the limitation period shall commence in accordance with the statutory provisions, in particular the applicable liability for defects law, in the cases referred to in paragraph 1 (b) and (c), and in the case of paragraph 1 (d) from the time at which the customer became aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence. The subsequent delivery or repair shall not result in a new limitation period or an extension of the limitation period, unless iFD has, in exceptional cases, declared an acknowledgement within the meaning of Section 212 (1) No. 1 BGB.

(3) The limitation period shall commence at the latest upon expiry of the maximum periods specified in Section 199 BGB.

(4) Notwithstanding the foregoing, the statutory limitation provisions shall apply

a) to claims for damages and reimbursement of futile expenses arising from gross negligence and in the cases specified in I. § 15 (9),

b) to claims due to a defect in the cases specified in Section 438 (1) No. 2 BGB and Section 634a (1) No. 2 BGB,

c) to claims for reimbursement of expenses after termination of a rental agreement, and

d) to all claims other than those specified in paragraph 1.

§ 17 Confidentiality and data protection

(1) The parties undertake to maintain strict confidentiality regarding all confidential information that comes to their knowledge in connection with this contract, in particular business or trade secrets of the other party, and not to disclose such information or exploit it in any other way. This applies to any unauthorised third parties, i.e. also to unauthorised employees of both the iFD and the customer, unless the disclosure of information is necessary for the proper fulfilment of contractual obligations. In cases of doubt, the respective party is obliged to ask the other party for consent before disclosing any information.

(2) "Confidential information" is all information that one party discloses or provides to the other party in connection with this contract, whether in written, oral, visual or electronic form (including software and associated documentation), and which is marked as "confidential" (or whose confidential nature is apparent from the circumstances).

(3) The confidentiality obligation does not or no longer extend to information that can be proven to

a) has been known to the public or generally accessible prior to disclosure, or to has become known to the public or generally accessible after disclosure without the involvement or fault of the customer, or

b) was already known to the customer prior to the disclosure or was subsequently disclosed to the customer by a third party without breach of any confidentiality obligation,

c) was developed by the customer independently of the disclosure,

d) must be disclosed due to a binding official or judicial order or mandatory legal provisions; the customer must inform iFD in advance of the forced disclosure, insofar as this is lawful, and limit the disclosure to the necessary extent.

(4) The parties undertake to agree on a provision with the same content as this clause with all employees employed by them in connection with the performance of the contract.

(5) The above provisions shall apply for a period of 5 years after the end of the contract, unless longer protection periods exist by law or the information constitutes trade secrets that are worthy of protection beyond this period.

(6) When handling personal data, the parties shall comply with the relevant provisions, in particular those of the General Data Protection Regulation (GDPR).

(7) Insofar as this is reasonable and possible for the customer, customer shall refrain from processing personal data with hardware and *software* supplied by iFD. Where possible, the customer shall pseudonymise personal data in such a way that iFD is unable to assign it to a natural person. In particular, user accounts and authorisations may not be designated with the names of natural persons.

(8) Insofar as order processing (Auftragsverarbeitung) is involved, the parties are obliged to conclude a separate agreement in accordance with Article 28 of the GDPR.

§ 18 Poaching of employees

The customer undertakes not to poach or have third parties poach employees of the iFD for a period of two years after the end of the business relationship.

§ 19 Contractual penalty

In the event of a culpable breach of an obligation under I. § 17 (Confidentiality and data protection) or I. § 18 (Poaching of employees), the customer undertakes to pay iFD a contractual penalty to be determined by iFD at its reasonable discretion in each individual case and, in the event of a dispute over the appropriateness of the penalty, to be reviewed by the competent court. Further claims for damages remain unaffected. The customer shall be liable for the fault of an authorised third party as for its own fault.

§ 20 Contract term and termination in the case of continuing obligations

(1) The contract term for continuing obligations is specified in the individual contract.

(2) If a minimum term is specified in the individual contract, the individual contract may be terminated for the first time with three months' notice to the end of the agreed minimum term. After expiry of the minimum term, the individual contract shall be extended for a further year at a time, unless it is terminated within the period specified in sentence 1.

(3) If a fixed term or a fixed termination date is specified in the individual contract, the individual contract shall end when the relevant date is reached.

(4) If the individual contract does not contain any information on the contract term, it may be terminated at the end of a calendar month with three months' notice.

(5) The right to terminate for good cause remains unaffected. Good cause for termination by iFD shall include, in particular

a) a breach of the main contractual obligations of the individual contract or a material contractual obligation of the individual contract by the customer,

b) a change in the ownership structure of the customer ("change of control") that is not insignificant (e.g. also through contractual agreements, control agreements, trust agreements), insofar as this significantly impairs the legitimate interests of iFD and it cannot therefore be expected to adhere to the contract, taking into account all circumstances of the individual case and weighing up the interests of both parties. Such impairment shall be deemed to exist in particular if the new owner is a competitor of iFD or if there are justified doubts about its economic performance; it is clarified that the mere appointment of an insolvency administrator does not constitute a change of control; in any case, the customer must inform iFD of any changes without delay,

c) the unsuccessful expiry of a reasonable grace period set for payment in the event of default of payment by the customer,

d) a breach of the obligation to maintain confidentiality and data protection pursuant to I. § 17 or employee protection pursuant to I. § 18 of the General Terms and Conditions, or

e) any other significant breach of obligations under this contract.

(6) Any termination must be made in writing.

II. Purchase of hardware

§ 1 Subject matter of the contract

(1) Insofar as iFD sells hardware to the customer (hereinafter also referred to as "goods" together with any documentation owed), the details, in particular regarding the nature and scope of services, are set out in the individual contract.

(2) If a user manual or other documentation is owed, it shall be delivered in a common file format (e.g. PDF, Word, TXT), unless otherwise agreed in the individual contract.

(3) Other services relating to the hardware, in particular the setup, installation, configuration and maintenance of the hardware, shall only be provided if this is specified in the individual contract.

§ 2 Delivery, transfer of risk, bearing of costs and partial deliveries

(1) Unless otherwise agreed, all deliveries shall be made at the risk and expense of the customer. Further details regarding delivery, e.g. the determination of the place of delivery and the agreement of INCOTERMS, shall be regulated in the individual contract.

(2) iFD is entitled to make partial deliveries if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered services is ensured and the customer does not incur any significant additional expenses or costs as a result (unless iFD agrees to bear these costs).

§ 3 Retention of title

(1) Until all claims arising from the business relationship (including all balance claims from a current account relationship limited to this business relationship) to which the iFD is entitled against the customer, regardless of the legal basis, have been satisfied, the iFD shall be granted the following securities.

(2) Delivered goods remain the property of iFD until all secured claims have been paid in full. The goods and the goods covered by the retention of title that replace them in accordance with the following provisions are hereinafter referred to as "reserved goods". Insofar as reference is made below to the value of the goods or an item, this refers to the invoice value, in the absence of an invoice, the list price, and in the absence of a list price, the objective value.

(3) The customer shall store the reserved goods free of charge and with the diligence of a prudent businessman for iFD. The customer is obliged to insure the reserved goods properly and to provide iFD with proof of such insurance upon request.

(4) The customer is entitled to process the goods subject to retention of title in the ordinary course of business until the event of realisation (paragraph 11) occurs, as well as to combine and mix them with other items, including immovable property (hereinafter also referred to collectively as "processing" or "process") and to sell them. Pledging and chattel mortgaging (Sicherungsübereignungen) are not permitted.

(5) If the goods subject to retention of title are processed by the customer, it is agreed that the processing shall be carried out in the name and on behalf of iFD as the manufacturer and that iFD shall immediately acquire ownership or – if the processing is carried out from materials belonging to several owners or if the value of the processed item is higher than the value of the goods subject to retention of title – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. In the event that no such acquisition of ownership should occur in favour of iFD and the newly created item is a movable item, the customer hereby transfers its future ownership or co-ownership of the newly created item to iFD as security in the ratio specified in sentence 1.

(6) In the event of resale of the goods subject to retention of title, the customer hereby assigns to iFD by way of security the resulting claim against the purchaser – in the case of co-ownership of iFD in the goods subject to retention of title, however, only proportionately in accordance with the co-ownership share. The same applies to other claims that replace the goods subject to retention of title or otherwise arise in relation to the goods subject to retention of title, such as insurance claims or claims arising from tort in the event of loss or destruction.

(7) If the customer processes the goods subject to retention of title on behalf of its customer ("end customer"), it hereby assigns to iFD by way of security its claim to remuneration for the delivery and processing, but only in proportion to iFD's co-ownership share.
If the goods subject to retention of title are combined with immovable property, the amount of the assigned claim shall be determined proportionally according to the ratio of the value of the goods subject to retention of title delivered by iFD to the other combined movable items.

(8) Until revoked, the customer is authorised to collect the claims assigned in accordance with paragraphs 6 and 7. The customer shall immediately forward to iFD any payments made on the assigned claims up to the amount of the secured claim. If there is an important reason, in particular in the event of default in payment, suspension of payments or justified indications of over-indebtedness or imminent insolvency on the part of the customer, the iFD shall be entitled to revoke the customer's authority to collect. Furthermore, after giving prior warning and setting a reasonable payment deadline, which has expired without result, iFD shall be entitled to disclose the assignment by way of security, to realise the assigned claims and to demand that the customer disclose the assignment by way of security to the end customers. In the event of an important reason in accordance with sentence 3 or the fruitless expiry of the deadline in accordance with sentence 4, the customer shall provide the iFD with the information necessary to assert its rights against the end customer and hand over the necessary documents.

(9) If third parties access the goods subject to retention of title, in particular through seizure, the customer shall immediately inform them of the ownership of iFD and notify iFD thereof in order to enable iFD to enforce its property rights. If the third party is unable to reimburse iFD for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable to iFD for these costs.

(10) iFD shall release the goods subject to retention of title and the items or claims replacing them if their value exceeds the amount of the secured claims by more than 20%. The selection of the items to be released thereafter shall be made by iFD.

(11) If iFD withdraws from the contract due to the customer's breach of contract – in particular default in payment – (event of realisation), iFD shall be entitled to demand the return of the goods subject to retention of title.

§ 4 Obligation to give notice of defects

(1) The customer must inspect the goods immediately after delivery and, if a defect is found, report it immediately in writing (e.g. by email) with a detailed description of the defect, unless a functional test has been agreed and this is feasible in the ordinary course of business. The customer shall thoroughly test every essential function before commencing operational use. This also applies to subsequent deliveries received by the customer within the scope of liability for defects or agreed maintenance.

(2) If the customer fails to notify iFD, the goods shall be deemed to have been approved, unless the defect was not apparent during the inspection.

(3) If such a defect only becomes apparent after delivery, notification must be made immediately after discovery; otherwise, the goods shall be deemed to have been approved even in view of this defect.

(4) If iFD has fraudulently concealed a defect or has assumed a guarantee for the quality of the service, iFD cannot invoke the above provisions.

§ 5 Material defects

(1) The goods shall have the agreed quality, be suitable for the contractually stipulated or otherwise customary use and have the quality customary for goods of this type.

(2) Claims for material defects are excluded in particular in the case of:

a) free deliveries and services;

b) merely insignificant deviations from the agreed quality;

c) impairments resulting from the customer or a third party commissioned by the customer storing, transporting, assembling, operating or using the goods incorrectly, making changes or modifications to the goods, replacing parts or using consumables that do not correspond to the original specifications, insofar as this is not the responsibility of the iFD;

d) a breach of the contractual obligation to inspect and give notice of defects in accordance with II. § 4;

e) a breach of the statutory obligation to inspect and give notice of defects in accordance with Sections 377, 381 HGB;

f) Defects that were known to the customer at the time of conclusion of the contract or that remained unknown to the customer as a result of gross negligence do not justify any rights in respect of defects. The customer may only assert rights in respect of such defects if the IFD has fraudulently concealed the defect or has assumed a guarantee for the quality of the item;

g) a delivery or service abroad, as well as in the event that the goods are to be resold or used as intended in an area outside the Federal Republic of Germany, if the goods violate technical standards, statutory or other sovereign provisions that apply in the customer's country or in another area outside the Federal Republic of Germany in which the goods are to be resold or used as intended, and which the iFD neither knew nor had to know about; the iFD is not obliged to examine the specifics of foreign law; the above restrictions apply regardless of whether the delivery or service is based on a purchase contract, a contract for work, a rental contract or any other agreement on the transfer of the goods;

h) if a malfunction or impairment of the use of the goods is due to circumstances beyond the control of iFD. This applies in particular if the cause of the malfunction lies in the customer's hardware or software environment, such as in the configuration or functioning of the operating system, hardware, network infrastructure or other system components provided by the customer that are necessary for the operation of the goods. The customer is responsible for ensuring that their system environment meets the technical requirements for the proper operation of the goods as defined in the service description or the provider's system requirements;

i) Delivery of used goods.

(3) The customer shall support iFD in analysing faults and rectifying defects by describing any problems that arise in detail, providing iFD with comprehensive information and granting iFD the time and opportunity necessary to rectify the defects.

(4) The defect shall be remedied at the discretion of the iFD by rectifying the defect on site or at the iFD's business premises or by delivering goods that are free of defects.

(5) At the discretion of the iFD, the defectiveness of the goods shall be investigated by

a) the goods or part of the goods shall be sent to iFD for repair and subsequent return; if the goods prove to be defective, iFD shall reimburse the costs of installation and removal if the goods have been installed in or attached to another item in accordance with their nature and intended use, as well as reasonable shipping costs; this shall not apply if the costs increase because the goods are located at a place other than the place of intended use; carriage forward or insufficiently stamped shipments are to be avoided; carriage forward or insufficiently stamped shipments will not be accepted by the iFD;

b) a service technician from the iFD shall carry out the repair on site at the customer's premises after prior consultation with the customer.

(6) If a fault reported by the customer cannot be identified or if the iFD is not responsible for the functional impairment, in particular in accordance with paragraph 2 lit. c), the customer shall bear the costs incurred by the iFD in accordance with the agreed or customary prices.

(7) In the event of defects in products from other manufacturers, the iFD shall, at its discretion, assert its claims for defects against the supplier or assign them to the customer.
Claims for defects against the iFD in accordance with this § 5 shall only exist in the event of assignment of the claims for defects to the customer if the judicial enforcement of the aforementioned claims against the iFD's supplier was unsuccessful through no fault of the customer or is futile, for example due to insolvency. During the duration of the legal dispute, the limitation period for the customer's claims for defects against the iFD shall be suspended. The iFD shall reimburse the customer for the costs of the legal dispute that are reimbursable under the cost laws, insofar as the customer and its legal representatives could reasonably consider these to be necessary under the circumstances and they cannot be recovered from the iFD's supplier.

(8) The guarantee of quality must be in writing to be effective.

(9) The limitation period shall be governed by I. § 16 (Limitation Period).

(10) The exclusions shall not apply if iFD has acted fraudulently or has given a guarantee.

(11) I. § 15 (Liability) shall apply to claims for damages due to a defect.

§ 6 Legal defects

(1) iFD warrants that the goods do not infringe any third-party rights in the Federal Republic of Germany.

(2) In the case of delivery abroad and in the case that the goods are to be resold or used in an area outside the Federal Republic of Germany in accordance with their intended purpose, a defect of title due to a conflicting industrial property right or other intellectual property of third parties shall only exist if iFD was aware of this at the time of conclusion of the contract or should have been aware of this; The above restrictions apply regardless of whether the delivery is made on the basis of a purchase contract, a contract for work and services, a rental agreement or any other agreement for the transfer of the goods.

(3) In the event of legal defects, iFD shall provide warranty by, at iFD's discretion, modifying or replacing the goods in such a way that no third-party rights are infringed, but the goods continue to fulfil the contractually agreed functions, or by granting the customer the right of use by concluding a licence agreement.

(4) The customer shall notify the iFD immediately in writing if third parties assert property rights (e.g. copyrights, trademark rights or patent rights) to the goods. The customer authorises the iFD to conduct the dispute with the third party alone. If the iFD makes use of this authorisation, the customer may not acknowledge the third party's claims on its own initiative without the consent of the iFD. iFD shall then defend the third party's claims at its own expense and indemnify the customer against all necessary costs associated with defending these claims, unless these are based on the customer's breach of duty (e.g. use of the goods in breach of contract).

(5) II. Section 5 (2) (d), (e) and (9), (10) and (11) shall apply mutatis mutandis.

III. Purchase of standard software

§ 1 Subject matter of the contract

(1) Insofar as iFD sells standard software to the customer, the details, in particular regarding the nature and scope of services as well as the type and number of licences, shall be set out in the individual contract.

(2) The customer shall receive the software consisting of the executable programme. Unless otherwise specified in the individual contract, the customer shall have no claim to the transfer of the source code, templates or other source products. Unless otherwise agreed in the individual contract, any documentation owed shall be delivered in a common file format (e.g. PDF, Word, TXT).

(3) The installation and setup of the software is only owed if this is specified in the individual contract. In the absence of a deviating provision in the individual contract, the software will be made available for download on a server.

§ 2 Scope of the customer's rights of use

(1) The scope of the rights of use is set out in the individual contract and the licence terms of iFD referred to therein. Insofar as third-party software is involved or this is subject to a free licence, the applicable licence terms shall apply.

(2) The acquisition of the right of use is subject to the condition precedent of full payment of the remuneration owed.

(3) Prior to this, the customer only has a provisional, contractual right of use in the form of a permission that can be revoked at any time in accordance with paragraph 4.

(4) iFD may revoke the customer's rights of use for good cause. Good cause shall be deemed to exist in particular if the customer, despite a written warning, materially breaches its obligations under the preceding paragraphs. If the right of use does not arise or ends, iFD may demand that the customer return the items and software provided and destroy all copies of the items and software or provide written assurance that the items and software, including all copies, have been destroyed.

§ 3 Transfer and disclosure of the source code

(1) Insofar as the transfer of the source code has been agreed in individual contracts with the permanent transfer of software, iFD shall transfer the object and source code of the software to the customer in machine-readable form, including state-of-the-art documentation (hereinafter referred to as "source files") on a USB stick, hereinafter also referred to as "data carrier". The data carrier shall be handed over in a sealed envelope.

(2) Immediately after making a change to the software (upgrade, update, new version, etc.), iFD shall, upon request by the customer, hand over an updated version of the source files in a new sealed and sealed envelope in exchange for the return of the old sealed envelope.

(3) The customer undertakes to store the sealed envelope containing the source files securely in a safe to which only the customer or an assistant designated by customer has access.

(4) The transfer of ownership of the source files to the customer is not associated with the handover of the source files. However, iFD grants the customer all rights of use specified in the licence agreement of the individual contract as well as the right to modify and edit the object and source code for the purposes of the contractual relationship. The rights shall only exist for the duration of the customer's contractually granted rights of use to the software and subject to the further conditions set out in paragraph 5. Any further rights are excluded.

(5) The customer is entitled to open the sealed envelopes if iFD

a) generally discontinues maintenance of the software or

b) permanently ceases operations and iFD does not remove the obstacle or hindrance within a grace period of at least three months set in writing by the customer, with the simultaneous threat of legal consequences of accessing the source code stored on the sealed USB data carrier.

(6) The right to open the envelopes in accordance with paragraph 5 is excluded if the maintenance of the software is transferred to a third party, unless this third party does not offer maintenance or only offers it on unreasonable terms and iFD also fails to remove the obstacle or hindrance within a grace period of at least three months set in writing by the customer, with the simultaneous threat of legal consequences of surrender and opening of the software.

(7) In the event that the customer culpably uses the source files without authorisation, they shall be obliged to pay iFD a contractual penalty to be determined by iFD at its reasonable discretion in each individual case and, in the event of a dispute over the appropriateness of the penalty, to be reviewed by the competent court. The right to assert further claims remains reserved.

§ 4 Special ancillary and cooperation obligations of the customer

(1) Subject to the agreement of software hosting, it is the customer's responsibility to ensure the operation and proper functioning of the software's working environment.

(2) The customer is obliged to protect the software from unauthorised access by third parties by taking appropriate precautions. In particular, the customer shall store access data and user documentation in a secure location. The customer shall also expressly instruct its employees, staff and vicarious agents who use the software in accordance with the provisions of the individual contract to comply with these contractual terms and conditions and the provisions of copyright law.

§ 5 Obligation to give notice of defects

Unless a functional test has been agreed and insofar as this is feasible in the ordinary course of business, the customer shall examine the software, including any agreed documentation, immediately after delivery by the iFD and, if a defect is found, shall report this immediately in writing (e.g. by email), providing a detailed description of the symptoms of the defect. This also applies to new programme versions and auxiliary programmes that the customer receives within the scope of liability for defects or agreed maintenance. The provisions in II. § 4 apply accordingly.

§ 6 Material defects

(1) The provisions in II. § 5 apply accordingly to material defects in the software, including any documentation that may be owed.

(2) The defect may be temporarily remedied until the final remedy, which must be carried out within a reasonable period of time, by iFD demonstrating ways to avoid the effects of the defect by means of a workaround, insofar and as long as this is reasonable for the customer.

(3) iFD may remedy the defect by means of remote maintenance. In the case of remote maintenance, the customer shall provide the necessary technical requirements at its own expense and grant iFD electronic access to the software after giving prior notice.

§ 7 Legal defects

The provisions in II. § 6 shall apply accordingly.

IV. Development of customised software

§ 1 Subject matter of the contract

(1) Insofar as IFD develops customised software for the customer, the specific details, in particular regarding the nature and scope of services, shall be set out in the individual contract.

(2) If the development of customised software consists of adapting a programme and the programme to be adapted is a programme under a free licence, this shall not be considered part of the scope of services. The programme under a free licence and to be adapted shall in any case be provided by the customer. The provision by the customer shall remain unaffected even if iFD undertakes to download and install the programme under a free licence from an online server. In all other cases, the parties shall stipulate in the individual contract whether the programme to be adapted is part of the subject matter of the service.

§ 2 Scope of the customer's rights of use

(1) iFD grants the customer a simple, unlimited and restricted transferable right of use to the software for the territory of the Federal Republic of Germany. The specific content of the right of use is set out in the individual contract or, alternatively, in the purpose of the transfer of the right of use. The acquisition of the right of use is subject to the condition precedent of full payment of the remuneration owed. Prior to this, the customer only has a provisional, contractual right of use in the form of a permission that can be revoked at any time in accordance with paragraph 13.

(2) The customer may make copies of the software exclusively for the purpose of exercising their right of use and for backup purposes.
The backup copies must be kept safe and, as far as technically possible, must be marked with a reference to the authorship of iFD. The customer may make copies in the working memory within the scope of the intended programme sequence. Copies that are no longer required must be deleted or destroyed. The user manual and other documents provided by iFD may only be copied for internal iFD purposes. Disclosure to third parties is prohibited, subject to paragraphs 6 and 7.

(3) iFD shall provide the software code, user interface and documentation, insofar as such documentation is owed, with references to the authorship of iFD. The customer may not change or falsify these references without the consent of iFD. In the event of modification or combination of software or documentation, the customer shall, to a reasonable extent, provide the software code, user interface and documentation with references to the authorship of iFD; this does not confer any right of editing on the customer.

(4) If the software contains or uses a third-party programme or a programme under a free licence, the licence terms applicable to these programmes shall apply.

(5) If the development of software means adapting existing software, the following shall apply to the scope of the rights of use:

a) If the programme to be adapted is software from iFD, the same rights of use as for iFD's software shall apply to all programme parts, extensions, modifications or other work results created in the course of the adaptation or further development, unless otherwise agreed in the individual contract.

b) In the case of the adaptation of third-party programmes or programmes under a free licence, the customer shall receive the rights specified in the individual contract to the performance results achieved within the scope of the adaptation and, in the absence of such a provision, a simple, unlimited and restricted transferable right of use for the territory of the Federal Republic of Germany. If the free licence or the licence conditions of third parties stipulate that other rights must be granted for the adaptations, e.g. that the adaptations are also subject to the free licence or must be adapted to the licence conditions of the third parties concerned, the provisions of the free licence or the licence conditions of the third parties shall take precedence.

(6) For software that has been placed on the market by iFD in the territory of the European Union or another contracting state of the Agreement on the European Economic Area, the customer is only entitled to pass on the software or parts thereof to a third party in accordance with the following rules and after carrying out the following procedures:

a) The customer shall hand over the software to the third party. If iFD has delivered the software on data carriers, the customer shall hand over the data carriers to the third party. The customer shall also hand over the user manuals and other documentation relating to the software provided by iFD to the third party.

b) The customer shall delete all other copies of the software (regardless of their status), in particular on workstations, servers, data carriers and other storage media, with the exception of copies which have been linked to other data for data backup or archiving purposes in such a way that separation and separate deletion is not possible or only possible with unreasonable effort, permanently ceases use and confirms to the iFD in writing that these obligations have been fulfilled.

c) The transfer to the third party is permanent, i.e. without any right of return or repurchase option.

d) The customer shall declare in writing to the iFD that it has informed the third party of the agreements between the customer and the iFD regarding the scope of the transfer of rights of use to the software and all provisions of this framework agreement relating to the intended use of the software.

(7) Software that has not been placed on the market by the iFD within the territory of the European Union or another contracting state of the Agreement on the European Economic Area may not be transferred to third parties without the written consent of the iFD.

(8) In the event of a breach by the customer of the rules set out in paragraph 6 or paragraph 7, the customer shall owe iFD a contractual penalty in the amount that the third party would have had to pay to iFD at the time of the transfer, but at least in the amount of the remuneration agreed between the customer and iFD; any further claims for damages remain unaffected.

(9) The customer may only remedy an error in the software itself after the unsuccessful expiry of a reasonable period specified by the customer for the rectification of the error, provided that this does not change or extend the contractually specified use; this does not give rise to any obligation on the part of the iFD to disclose the source code. Section 323 (2) BGB applies accordingly. The setting of a deadline is also not required if the rectification of the error has failed or is unreasonable for the customer. After the end of the warranty period and outside the scope of a software maintenance contract, iFD may make the rectification of errors dependent on the payment of a reasonable advance payment.

(10) The customer may only decompile the interface information of the software within the limits of Section 69e of the German Copyright Act (UrhG) and only after informing iFD in writing of their intention and requesting the necessary information with at least one month's notice. I. Section 13 (Property Rights) applies to all knowledge and information obtained by the customer in the course of decompiling. Before involving any third parties, the customer shall provide iFD with a written declaration from the third party that the third party undertakes to comply with the contractual provisions on confidentiality and rights of use directly vis-à-vis iFD.

(11) All other acts of use, in particular the rental and use of the software by and for third parties (e.g. through outsourcing, data centre activities, application service providing, cloud services) are not permitted without the prior written consent of iFD.

(12) The software, documents, proposals, test programmes and other items belonging to iFD in connection with the software that are made available to the customer before or after conclusion of the contract are considered intellectual property and business and trade secrets of iFD. Unless otherwise specified above, they may not be used in any way without the written permission of the iFD and must be kept confidential in accordance with I. § 17 (Confidentiality and Data Protection). Insofar as employees, subcontractors, affiliated companies or cooperation partners of the customer are authorised to use the software, the customer shall inform them of the scope and limits of the rights of use and the agreed confidentiality and shall also oblige them to comply with the contractual provisions on confidentiality and rights of use directly vis-à-vis iFD.

(13) iFD may revoke the customer's rights of use for good cause. Good cause shall be deemed to exist in particular if the customer, despite a written warning, materially breaches its obligations under the preceding paragraphs. If the right of use does not arise or ends, iFD may demand that the customer return the items and software provided and destroy all copies of the items and software, or provide written assurance that the items and software, including all copies, have been destroyed.

§ 3 Optional creation of a technical concept or specifications

(1) If expressly agreed, iFD shall develop a technical concept or a specification sheet on behalf of the customer. This shall be based on the customer's task specification (e.g. requirements specification).

(2) The technical concept and the specifications describe the target state of the software to be developed, including the target state of any agreed additional services. Further details shall be regulated in the individual contract to be concluded between the parties.

(3) The customer is obliged to cooperate.

(4) The technical concept and the specifications must be approved by the customer within 14 days of completion. The customer shall check the technical concept and the functional specification for correctness and completeness. The approved technical concept and functional specification shall become part of the respective individual contract. If and to the extent that there are contradictions with the customer's specifications, the technical concept and functional specification shall take precedence. Upon acceptance of the technical concept and functional specification, iFD shall commence with the development of the software.

(5) Errors that the customer can identify in the technical concept or the specifications must be reported upon acceptance of the technical concept and the specifications, at the latest before iFD begins incurring expenses for the implementation of the technical concept or the specifications. If identifiable errors are reported later, the customer shall bear the additional costs incurred as a result of the subsequent consideration of the complaint.

(6) If changes to the service description arise after the start of implementation, the technical concept or the specifications shall be updated accordingly by the iFD. Changes, additions or extensions to the originally agreed services that are subsequently agreed or become necessary shall be considered service changes. The additional costs incurred as a result shall be reimbursed separately by the customer, provided that the causes of the changes are not within the sphere of responsibility of iFD. Remuneration shall be based on the currently valid price list of iFD or a separate agreement to be made.

(7) iFD shall receive remuneration for the development and updating of the technical concept and the specifications.

§ 4 Functional testing

(1) Every (partial) acceptance is always preceded by a functional test. As part of this, the customer thoroughly checks each function for its usability in the specific situation before the customer begins operational use of the service.

(2) The customer is responsible for organising the functional test. iFD shall support the customer in the functional test as necessary. The details of the functional test, in particular its type, scope and duration, may be specified in the individual contract. At the justified request of one of the parties, the functional test shall be extended appropriately, if necessary.

(3) During the functional test, the customer is obliged to notify the iFD immediately in writing or, if a ticket system is used, via this ticket system of any deviations from the requirements for the service object, providing specific and easily comprehensible information on the error symptoms. The following classification applies:

Error category

a) Class 1
Errors preventing operation:
The error prevents the customer from operating the software; there is no workaround. A central function is either not executed at all or is executed so incorrectly that the intended effect cannot be achieved even by means other than the proposed method ("workaround").

b) Class 2
Errors that impede operation:
The error significantly impedes the operation of the software at the customer's site, but use is possible with workarounds or with temporarily acceptable restrictions or difficulties. Despite the failure of a central function, the intended effects can be achieved through a workaround.
A less central function fails; although there is no workaround, it is still possible to work with the software in a meaningful way.

c) Class 3
Other errors:
(Cosmetic) Errors in which texts are displayed in the wrong format. Missing checks in input functions or errors in the user documentation (if contractually required) that do not cause any subsequent errors. Errors in user-friendliness. Individual functions or queries take too long compared to the state of the art, without this leading to unreasonable impairments.

(4) If the class 3 errors collectively lead to a significant restriction in the use of the software or its submodules, the errors in their entirety may constitute a class 1 or 2 error.

(5) The functional test is successful if no errors preventing acceptance are found. This is the case if only class 3 errors are present, unless a case under paragraph 4 applies.

(6) iFD shall summarise and remedy the deviations to an appropriate extent insofar as they prevent a successful functional test and, after remedying them, declare readiness for acceptance. This is followed by a new functional test, which the customer must carry out promptly.

§ 5 Acceptance

(1) Acceptance confirms that the object of performance complies with the contract.

(2) In the cases specified in IV. § 4 (5) or (6), the procedure shall commence with the notification of readiness for acceptance by iFD.

(3) After successful completion of the functional test, the customer shall declare any remaining defects, in particular class 3 defects that do not prevent acceptance, which shall be recorded in the acceptance declaration and remedied by the iFD within the scope of the iFD's liability for material defects and defects of title.

(4) Acceptance shall be made in writing by means of an acceptance report.

(5) Acceptance shall be deemed to have taken place if

a) the customer has put the service item into use. The service item is deemed to have been put into use in particular if the customer installs the service item, runs it on its own or a third-party system, commissions it or uses it in any other way, regardless of whether this is for testing, productive or demonstration purposes. The same shall apply if the customer passes on the object of performance to third parties, makes it accessible to them or enables them to use it, even in violation of any licence conditions,

b) the customer has not reported any errors in writing that prevent acceptance within ten (10) calendar days of notification of readiness for acceptance (paragraph 2) by iFD, or

c) after declaration of completion of the service item and request for joint functional testing by the iFD, the customer has not responded within a reasonable period set by the iFD and has reported at least one error in writing that prevents the functional testing or acceptance.

(6) The iFD is entitled to make self-contained parts of the service available for partial acceptance. The above paragraphs apply accordingly to partial acceptances.

§ 6 Obligation to give notice of defects, material defects and defects of title

III. § 5 applies to the customer's obligation to give notice of defects, III. § 6 applies to liability for material defects and III. § 7 applies to defects of title.

V. Software adjustments

§ 1 Subject matter of the contract

(1) Insofar as iFD makes software adaptations for the customer, the details, in particular regarding the nature and scope of services, shall be set out in the individual contract.

(2) III. § 2 paragraphs 2 and 3 shall apply accordingly.

§ 2 Scope of the customer's rights of use

If iFD makes adjustments to the software on behalf of the customer, the rights of use for the results achieved shall be governed by the same provisions as the rights of use for the relevant standard or customised software, unless otherwise agreed in the individual contract.

§ 3 Optional creation of a technical concept

IV. § 3 applies to the optional creation of a technical concept, IV. § 4 applies to functional testing and IV. § 5 applies to acceptance.

§ 4 Obligation to give notice of defects, material defects and defects of title

a) III. § 5 applies to the customer's obligation to give notice of defects, III. § 6 applies to liability for material defects and III. § 7 applies to legal defects accordingly.

b) In the event of the adaptation of a programme that is subject to a free licence or otherwise provided by the customer, iFD shall not be liable for material defects or defects of title in the programme to be adapted.

VI. Other provisions

§ 1 Exclusions from services

(1) The scope of services does not include, in particular:

a) all services performed at the customer's request outside of iFD's normal business hours, unless the contractually agreed service is to be performed outside of normal business hours;

b) all services performed at the customer's request at a location other than the iFD's registered office (unless otherwise agreed in individual contracts);

c) the rectification of errors after the end of the liability for defects and outside of a software maintenance and support contract;

d) work and services that become necessary due to improper handling of the maintained programmes and/or breaches of obligations by the customer, for example failure to observe instructions for use, regardless of whether these were carried out by the customer, its vicarious agents or other persons not authorised by the customer;

e) the implementation of workshops, briefings and training courses;

f) work and services that become necessary due to force majeure or other circumstances for which iFD is not responsible;

g) work and services resulting from changed or new individual usage requirements of the customer;

h) work and services on software not covered by the contract, e.g. MS Outlook Exchange Server, ERP systems, operating systems and databases, as well as on hardware including server and network infrastructure and mobile devices;

i) work and services triggered by use of the software and the maintained programmes by the customer or its vicarious agents that exceeds the usual level, e.g. frequent mass mailing of documents, permanent exports in full synchronisation and the effects of such use, such as, in particular, increased data traffic, increased use of storage space and computing power on the servers, increased utilisation of networks and data lines, and additional work and personnel costs for iFD.

(2) The services referred to in paragraph 1 shall only be provided on the basis of a separate agreement in the individual contract and only against separate remuneration. Separate remuneration shall only not be owed if this is expressly stipulated in the individual contract.

§ 2 Notifications and declarations

(1) For usual execution of the contract, text form in accordance with Section 126b BGB (e.g. email and fax) is sufficient. Declarations that change or terminate the contractual relationship (e.g. terminations) or for which this contract or the law expressly stipulates this, require the written form (Section 126 BGB), whereby transmission via telecommunications is sufficient to meet the deadline if the recipient receives the original written declaration as soon as possible.

(2) Subject to proof to the contrary, an email shall be deemed to originate from the other party if the email contains the name and email address of the sender and a reproduction of the sender's name at the end of the message.

§ 3 Contact persons, project management

(1) The parties shall each name a contact person and a representative in the individual contract who can make or immediately bring about decisions regarding the contractual relationship.

(2) The designated contact persons are authorised to provide binding information and make decisions.

(3) Changes to the contact persons and/or their representatives must be communicated to the other party without delay. Until such notification is received, the previously named contact persons and/or their representatives shall be deemed authorised to make and receive declarations within the scope of their previous power of representation.

§ 4 Transfer of rights and obligations

iFD may transfer all rights and obligations arising from the individual contracts concluded on the basis of these GTC to third parties. The customer may object to the transfer within one month if the transfer affects the customer's legitimate interests, e.g. because the transferee is a direct competitor of the customer, does not offer the necessary knowledge and qualifications, or there are reasonable doubts about its economic performance.

§ 5 Reference designation

iFD is entitled to ask the customer after successful completion of the project whether they agree to be named as a reference customer. Such naming as a reference (in particular the use of the company name, logo or a project description) for marketing purposes in any form shall only take place with the prior, express and written consent of the customer for the specific individual case. The customer is not obliged to give their consent; refusal to give consent shall not result in any disadvantages for them. A draft of the planned publication shall be submitted to the customer in advance for review and approval.

§ 6 Final provisions

(1) Individual contracts concluded under these General Terms and Conditions shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Unless otherwise specified in the above provisions or in the individual contract, the place of performance shall be the registered office of iFD.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law, or if they do not have a general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes in connection with the individual contracts concluded under these General Terms and Conditions shall be the registered office of iFD. Any further legal place of jurisdiction shall also apply to legal actions brought by iFD against the customer. These agreements on the place of jurisdiction shall be governed exclusively by the law of the Federal Republic of Germany. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

(4) Legal action may only be taken once the parties have attempted to reach an out-of-court settlement. The parties shall agree on a neutral third party to act as mediator. The limitation period for all claims arising from the disputed circumstances shall be suspended from the time one party initiates the settlement attempt until the end of the mediation process. Section 203 BGB shall apply accordingly.

(5) Should any provision or part of a provision of these General Terms and Conditions or of an individual contract concluded on the basis of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remainder of the contract. The parties undertake to replace the invalid provision with one that comes as close as possible to or corresponds to the economic purpose of the invalid provision. The above sentences shall apply mutatis mutandis to the filling of any resulting regulatory gap.

(6) The contractual language is German. These General Terms and Conditions are published in German and English. Only the German version is legally binding. The English version is provided for informational purposes only; in case of discrepancies, the German version shall prevail.