

General Terms and Conditions of ATINO GmbH for an Employee App (STAFFICE)

As of: December 2020

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Please note, that this is a translation for information purposes only.

1. Subject matter of the contract and conclusion of the contract

- 1.1. **Parties and subject matter.** These General Terms and Conditions govern the legal relationship between ATINO GmbH, Springorumallee 2, 44795 Bochum ("**ATINO**") and its customers ("**customer**") with regard to the provision of an employee app. The subject matter of the service is the temporary provision of a native employee app (for iOS and Android) and associated server services (backend), including browser-based access for administrators, editors and employees (hereinafter total "**STAFFICE services**" or "**STAFFICE**"). STAFFICE includes various functions for communication with and among the employees of the customer, which are divided into standard modules and additional modules.

- 1.2. **No consumers.** ATINO does not provide its services to consumers, but exclusively for the purposes of the commercial or independent professional activity of the customer.
- 1.3. **No different regulations.** The validity of deviating or beyond these provisions is excluded. This applies in particular to the customer's general terms and conditions, even if ATINO accepts an order from the customer in which the customer refers to his general terms and conditions and/or is attached to the general terms and conditions of the customer and ATINO does not object to this.
- 1.4. **Establishing the contract.** The contract is concluded when the customer and ATINO sign an order form. In the case of a web-based contract conclusion, the contract is concluded if the customer receives an e-mail from ATINO after the end of the ordering process, in which ATINO accepts the customer's offer; this applies even if the contract is concluded in writing and subsequent changes (e.B. Booking of additional modules) in electronic form. Insofar as these GTC refer to order form, the entries from the ordering process are meant.

2. Services of ATINO

- 2.1. **Power components.** STAFFICE includes the following components:
 - a) **Employee app:** Provide an employee app with standard modules and, if booked, expanding plug-in modules. The functionality of the respective modules is determined by the service description. The Employee App is either an app provided by ATINO in the respective app store ("**ATINOapp**"), or a standalone app for the customer ("**Customerapp**"). In the case of the Customer App, the Customer is the provider of the app and has the developer account in the respective app store and bears the fees of the developer account. ATINO adapts the customer app to the customer's corporate design according to the service description. In the case of a standard App, the customer can choose from predetermined designs.
 - b) **Backend:** Provision of a server application that handles communication with the employee app, stores and manages customer data and provides a web interface for administration. The backend is operated and deployed by ATINO using the "Cloud" option. With the "On-Premise" option, the customer receives a user right to the program code and installs it on his own servers and operates the server itself or by a service provider of the customer.
 - c) **Web interface:** Via the web interface (part of the backend) administrators and editors can log in to the back and perform functions for configuration, user and content management. Individual functions of the employee app can also be provided - at ATINO's discretion - in full or limited via the web interface; however, ATINO does not have an obligation to do so.
- 2.2. **Service description.** Details of the scope of services can be found in the order form and the service description.
- 2.3. **Setup.** The customer makes the first-time setup of STAFFICE himself (e.B. configuration, user data, input/import of data). Adjustments to the corporate design of the customer are made by ATINO exclusively to the extent of the service description. With the "On-Premise" option, ATINO does not owe the installation of the backend on the customer's servers or any support related.
- 2.4. **Customer-individual adjustments.** ATINO does not owe any customer-individual adjustments to the employee app or backend. However, these can be agreed as individual adaptation and are then to be remunerated separately. For individual adjustments, the present General Terms and Conditions do not apply to the Employee App, but the General Terms and Conditions of ATINO, unless otherwise agreed. However, with regard to the rights of use of customer-individual adjustments, the rights of use in accordance with clause 3 apply.
- 2.5. **support.** ATINO does not provide support for users (First Level Support) but only second-level support for a maximum of two dedicated named employees of the customer ("Key-User"). The key users must be familiar with STAFFICE professionally and technically and serve as the first point of contact for users. ATINO's second-level support takes the form of e-mail support for technical or administrative questions. The support of ATINO does not include: first-level support, general know-how transfer, training, configuration and implementation or customer-specific documentation or adaptation of the STAFFICE

services. The support services are provided by ATINO every weekday Monday to Friday from 9 a.m. to 4 p.m. CET. Excluded from these are nationally statutory holidays, as well as public holidays in NRW, as well as the 24th and 31.12 of each year. The time to respond to e-mail requests for the first time is 48 hours. Requests received outside of support hours are deemed to have been received during the next business day. Claims for defects by the customer remain unaffected.

- 2.6. **Documentation.** Unless otherwise agreed, ATINO only owes the provision of a User documentation as an onlinehelp or PDFuser manual and in the case of the "On-Premise" option a general installation guide. Further documentation, training or instruction services are to be agreed and remunerated in particular.
- 2.7. **"Beta" Features.** Insofar as ATINO provides the customer with individual functions as "Beta" provides free of charge and marks accordingly, applies: The provided functions are still in development and test stage and may have errors. The availability and integrity of customer data in these functions is not guaranteed. The services are provided to the customer exclusively for the purpose of testing them for errors and to give ATINO feedback on errors as well as suggestions for improvement. The customer should not use these functions for productive use, in particular, do not store important, confidential or personal data. ATINO reserves the right to change the functionalities at any time or to stop the provision.
- 2.8. **Performance changes.** The customer is aware that the employee app and the backend are a standard software that is provided to a variety of customers. The economies of scale resulting from such a model can only be used if it is a uniform software product that can also be developed further. The parties therefore agree:
 - a) **Important reason.** ATINO can change STAFFICE (including system requirements) for good reason. Such a reason exists in particular, if the change is necessary due to (i) a necessary adaptation to a new legal situation or jurisdiction, (i) changed technical or legal framework conditions (new browser versions or technical standards, new app store terms of use), or (iii) the protection of system security.
 - b) **Development.** In addition, ATINO may amend the STAFFICE services in the context of further development (e.B. Shutdown of old functions, which have been largely replaced by new ones). ATINO will inform the customer of not only insignificantly adverse change in time, usually four weeks before the entry into force - by e-mail. The customer's consent to such a change shall be deemed to have been granted if the customer does not object to the change in writing or by e-mail by the date of the change. In view of the announcement of the amendment, ATINO will draw attention to this legal consequence separately. If the change were not only to disturb the contractual balance between the parties to the detriment of the customer insignificantly, the change would not be made.

3. Usage rights

- 3.1. **Usage rights.** ATINO grants the customer the simple (non-exclusive), worldwide, non-transferable and non-sublicensable right to provide the employee app and the backend to its users in accordance with the limitations of this contract, the simple (non-exclusive), non-transferable and non-sublicensable right to provide the employee app and the backend to its users for the term of this contract. The right of use is limited to the use for the business purposes of the customer and to the customer in accordance with Section 15ff AktG of related companies. The use or provision of STAFFICE to third parties is prohibited. Unless the customer has been expressly granted rights of use to STAFFICE, all rights remain with ATINO.
- 3.2. **Employee app** In the case of a customer app, the right granted also includes the right to post the employee app in the respective app stores and to leave the employee app to users for use during the term of this contract.
- 3.3. **Backend.** ATINO grants the customer the following rights of use at the backend (including webinterface):
 - a) **With the "cloud" option:** The backend is operated on computers of a data center used by ATINO, ATINO grants the customer the right to access the backend via the employee app and the webinterface (via browser) and to use it for the customer's own

business purposes. This includes the right to program codes (e.B. JavaScript) temporarily stored on the user's computer (e.B. in memory or browser cache) and there .

- b) **In the case of "OnPremise" option:**The right of use granted includes the right to store the backend on one or more servers of the customer or a third party commissioned by the customer (datacenter operator) and to make it available to users in accordance with the provisions of this agreement. ATINO provides the customer with the program code and related files of the backend of a data carrier or via download. Markings of the backend software, in particular copyright notices, trademarks, serial numbers or the like may not be removed, rendered or made unrecognizable. The customer is entitled to make and store a backup copy. This may only be used for system resistance, must be identified accordingly and on an isolated data carrier (e.B. CD-ROM) encrypted and securely stored in a locked container.
- 3.4. **Restriction by user numbers.** All granted rights of use are limited to the number of users booked by the customer. The number of users is derived from the booked service package (included users) and, if necessary, . added users. "User" is a named person who has been established by the customer (or by ATINO on behalf of the customer) an access to the use of the employee app. A user may be an employee of the customer or a third party (e.B. Freelancers, temporary workers. A user is entitled to use the employee app on any number of devices (e.B. smartphone, tablet, etc.) provided that it uses the same user account. Usage accounts must be named and may not be shared by multiple employees.
- 3.5. **Non-included rights.** The granted rights of use do not include any rights to the source code of the software and do not include the right to process or the right to decompiling/reverse engineering, unless the customer is entitled to do so by law.
- 3.6. **Excluded uses.** The customer will not use STAFFICE in connection with or to the supply of critical infrastructures such as power plants, military or defence equipment, medical equipment or other equipment, the failure or impairment of which would result in unforeseeable economic or physical damage, including, but not limited to, critical infrastructures within the meaning of European Directive 2008/114/EC.
- 3.7. **Program locks.** ATINO is entitled, but not obligated, to technically design the functionality of the STAFFICE software so that the permissible scope of use cannot be exceeded.
- 3.8. **Third-party software / open source software and external web services.** The Employee App and the Backend may contain third-party software ("third-party components") and can be traced back to third-party web services (e.g. card functions) ("External web services"). For the third-party components and external web services may apply terms of use and license, to which also foreign law may apply. In addition, third-party components and external web services may be subject to so-called open source licenses. You may receive the rights of use . directly from the respective third party. External web services can be discontinued by the providers or provided under changed conditions, so that changes to STAFFICE may be necessary later. In contrast to these Terms and Conditions, third-party components and external web services are primarily subject to the terms and conditions of use and license of the respective third parties. A list of third-party and external web services used is available from ATINO .

4. Availability / Service Levels ("Cloud"-Option)

- 4.1. **Applicability.** The provisions of this clause 4 apply if the provision of the backend as a "cloud" option has been agreed in the order form.
- 4.2. **Availability.** ATINO provides the customer with a target availability of 98.0% in the calendar month during the operating period. The server services are considered to be available if all essential functions are extended without significant response times are available. Availability refers to the router output of the data center used by ATINO to the Internet.
- 4.3. **Operating time.** Operating time is Monday to Sunday from 0:00 to 24:00. Maintenance work announced by ATINO by e-mail (e.B. Update or upgrade) of up to 8 hours per calendar month. ATINO will strive to put maintenance work on the night (23:00 to 5:00 CET) or weekends. ATINO will provide the customer and, if necessary, . Notify users of planned maintenance work in good time.

- 4.4. **Availability** achieved. When calculating the actual availability of the service ("**achieved availability**") absences due to force majeure (e..B. Strike, unrest, natural disasters, epidemics) are not taken into account. Also disregarded are the suspensions of STAFFICE by ATINO, which ATINO may consider necessary for safety reasons, provided that ATINO had taken reasonable precautions for the safety of the service (e.B. Denial of Service Attack, severe vulnerability in a used third-party software without available patch).
- 4.5. **Service Credits.** If the availability achieved falls below the target availability in a calendar month, the customer is entitled to Service Credits equal to a certain proportion of the usage fee paid for the calendar month concerned, in accordance with the table below:

Actual availability	Service Credits
> 98 %	none
95 – 98 %	15 %
85 – 95 %	25 %
60 – 85 %	50 %
< 60%	100 %

ATINO will provide the customer with a credit in the amount of the service credits upon request.

4.6. Wedine Other claims

According to the understanding and will of the parties, undershooting the objective-availability does not constitute a deficiency of ATINO's performance. The rules on availability and service credits as a unit represent the description of ATINO's performance and the customer's consideration. Accordingly, in the event of a reduction in the target availability, in addition to the service credits, there are no claims of the customer for reduction, damages and no right to withdraw or terminate the contract.

5. Additional provisions ("On-Premise"option)

- 5.1. **Applicability.** The provisions of this clause 5 apply if the provision of the backend as an "on-premise"option has been agreed in the order form.
- 5.2. **Installation.** The customer will install the backend (inparticular back-end software, database setup, server environment) on his server itself and at his own expense in accordance with the specifications of the Installation Instructions of ATINO. The customer will inform ATINO of the installation location as well as any subsequent change of servers on which the backend is installed, upon request.
- 5.3. **Server operation and network connection.** The customer is responsible for the provision and operation of the backend itself. This also includes the system environment (operating system, web server , database server, network connection). The customer will familiarize himself in advance with the system requirements regarding the server environment (see service description) and maintain them throughout the contract period.
- 5.4. **Updates.** ATINO may, at its sole discretion, provideupdates(updates)of the backend free of charge. Updates can include bug fixes as well as minor Feature enhancements and new features include. There is no obligation to provide updates . However, claims for defects of the customer remain unaffected. The customer is obliged to installat his expense the current update of the backend, older versions willbe supported for a maximum of 6 months after the appearance of a new update. The rights of use of updates are governed by the provisions on the rights of use in the backend itself.
- 5.5. **Backing up copies.** The customer must take appropriate precautions to protectbackend software from unauthorized access by third parties. The customer shall store appropriate data carriers with the copies produced by him in accordance with the contract as well as the documentation in a secure location.
- 5.6. **Usage restriction.** The customer will use STAFFICE only to the contractually agreed extent (maximum number of users, additional modules).

- a) **Usage message.** ATINO is entitled (but not obligated) to design the backend in such a way that it automatically sends reports on the scope of use of STAFFICE to ATINO (e.g. Number of users, modules used) to check whether the customer observes the contractual limitations of the scope of use. The customer will not do anything to prevent or falsify these reports. The reports do not contain any personal data.
- b) **Audit law.** The customer additionally grants ATINO the right to check the extent of the use in the context of a check itself or by a third party (auditor) obliged to maintain confidentiality. For this purpose, the customer grants ATINO or dem auditor access to the server on which the backend is operated (usually via remote access). If the examination reveals a non-contractual overuse, the customer bears the costs of the examination and must advertise for the period of overuse and for the future corresponding usage rights. Further claims of ATINO due to overuse, in particular on damages, remain unaffected.

6. Compensation and late payment

- 6.1. **Fee structure.** The customer owes ATINO for STAFFICE during the contract period the remuneration agreed in the order form. The remuneration may consist of a one-time setup fee, a fixed monthly basic fee, an additional monthly basic fee for additional modules and a dependent monthly usage fee booked by the number of (non-included) users.
- 6.2. **If the reason and usage fee arises.** Unless otherwise agreed, the basic and usage fee shall be fully due in advance with the start of the contract for the basic term (see paragraph 9.2) and thereafter with the beginning of each renewal term (see paragraph 9.2) for the renewal period.
- 6.3. **Change of the service package, increase/reduce the number of users, change of add-ins.** The change to a higher supply package is possible at any time, the change to a lower service package is only possible with effect at the end of the reason- or an extension period or before that with the consent of ATINO. In case of change to a higher service package within the ground- or an extension period, the additional fees will be charged pro rata. The price list applies at the time of posting. Clause 6.3 applies accordingly to the booking of additional modules and additional users.
- 6.4. **Invoicing.** ATINO shall charge the fees in advance at the beginning of the contract and then at the beginning of the reason and any renewal period, unless otherwise agreed. The invoice amount must be paid within 30 days. Invoicing takes place online by setting the invoice as a downloadable and printable PDF file in the administration menu or sending by e-mail ("**online invoice**").
- 6.5. **Payment by direct debit or bank transfer.** Payment of the invoice amounts is made by SEPA direct debit. The customer undertakes to issue a corresponding SEPA direct debit mandate to ATINO. Alternatively, payment by bank transfer can also be agreed will be.
- 6.6. **Net prices.** All prices are exclusive of the applicable statutory value added tax.
- 6.7. **Late payment.** If the customer comes for two calendar months with the payment of the remuneration or a not inconsiderable part of the remuneration; or in a period that extends over more than two months, with the payment of the compensation in the amount of an amount that reaches twice a monthly reason plus usage fee, in default, ATINO is entitled to block after corresponding access to the employee app and the backend or to terminate the contract extraordinary. During the blocking, the customer and the users do not have access to the functions of the employee app and the backend.

7. Obligations and obligations of the customer

- 7.1. **Backups.** It is the customer's responsibility to keep copies of the data entered by him and the users and to make regular backup copies. In the case of the "OnPremise" option, the customer will perform daily backups of the backend including the underlying databases. If the customer violates this obligation for proper data backup, ATINO shall be liable in the event of data loss in the event of a limited amount to such damages, which would also have occurred with a proper regular data backup by the customer.
- 7.2. **Legal use.** The customer will only use STAFFICE within the scope of the contractual and

legal provisions and will not violate any rights of third parties when using it. When using, he will in particular comply with the regulations on data protection, competition law and copyright and will not collect any harmful or illegal data or misuse THE STAFFICE in any other way. The customer is responsible to ATINO for the actions of its users.

- 7.3. **System requirements and obligation to cooperate.** Requirements for hardware and software at the customer or. Users as well as organizational requirements and obligations to cooperate of the customer are regulated in the service description.
- 7.4. **Tax-relevant data, archiving.** It is the customer's responsibility to retain data in accordance with the applicable requirements (in particular the rules of commercial and tax law). STAFFICE is not used for audit-proof storage or archiving of data.

8. Customer data and data protection

- 8.1. **Customer data.** The data entered by the customer and the users in the context of the use of STAFFICE (e.B. master data, uploaded documents, chat messages) and the data generated and attributable to the customer (e.B. Log data on the use of STAFFICE) (collectively "**customer data**") are available to the customer .
- 8.2. **Use of customer data.** The customer hereby grants ATINO the non-exclusive, worldwide, limited to the term of this contract, free of charge, to use the customer data for the purpose of the provision of STAFFICE, in particular to store this within the framework of the "cloud" option on a data center operated by ATINO. ATINO also remains entitled to use the customer data in aggregated or statistical form for error analysis and further development of the functions of STAFFICE.
- 8.3. **Order data processing.** In the case of the "Cloud" option, the following applies: Insofar as customer data is personal data, ATINO acts as a processor (Art. 4 section 8 GDPR) and the customer as the controller (Art. 4 section 8 GDPR). The parties conclude a separate contract for the processing of orders.
- 8.4. **Privacy Policy.** The customer is obliged to inform data subjects about the processing of their data under STAFFICE in accordance with the provisions of the GDPR (see. Art. 13, 14, 21 GDPR). Insofar as ATINO provides a sample for data protection notices, this serves as the service description and provides an example of privacy notices . The customer is solely responsible for the content of the data protection notices. ATINO does not provide legal advice and does not guarantee the legal conformity of the example. The customer must check the contents of the example himself or by an expert third party and, if necessary, adjust.

9. Secrecy

- 9.1. **Obligation to maintain confidentiality.** The Contracting Parties undertake to provide all confidential information within the meaning of the 9.2 for the purposes of this Agreement only and keep secret; in particular, the disclosure of confidential information to third parties requires the prior consent of the other Party.
- 9.2. **Confidential information.** "Confidential Information" is all marked as "confidential" by the disclosure documents, information and data made available to the Parties on the basis of the cooperation or have become aware of, as well as any information which is confidential to their knowledge. Confidential information is in particular all customer data.
- 9.3. **Exceptions.** The obligations under clause 9.1 shall not apply (without any right or a licence) to the extent that a Party which has received confidential information may demonstrate that such confidential information is lawful.
 - a) were publicly available at the time of disclosure or have become publicly available thereafter, or
 - b) disclosed to the receiving party by another person, or
 - c) were already in the possession of or was known to the Party receiving it at the time of disclosure, or
 - d) developed independently of the confidential information by the receiving Party, or
 - e) must be disclosed in accordance with statutory or administrative provisions or on the basis of a judicial decision, provided that such requirement is notified to the disclosing

party without delay and the scope of disclosure is limited as far as possible.

- 9.4. **Third.** No third parties in the above sense are lawyers, auditors and tax authorities as well as other persons who are obliged by law to maintain confidentiality. No third parties in relation to ATINO are also subcontractors of ATINO.
- 9.5. **Reference naming.** ATINO is entitled to refer to the customer as a reference and to use the name, the company as well as the names and logos of the customer for the designation (e.g. on the ATINO website).

10. Claims

- 10.1. **Lack of defects and quality.** ATINO will provide STAFFICE free of material and legal defects and will receive the employee app and the backend during the term of the contract in a condition suitable for contractual use. For the contractually agreed quality of the software is only the specifications of performance, but not information on the web, oral or written statements of ATINO in the run-up to the conclusion of the contract or in marketing materials of ATINO. The obligation to maintain the employee app and backends does not include the adaptation to changed operating conditions and technical and functional developments such as changes in the IT environment, in particular modification of hardware (e.g. new smartphones) or operating systems, adapting to the functionality of competing products or making compatibility with new data formats.
 - 10.2. **Remediation of defects.** Defects of STAFFICE are immediately reported by the customer to ATINO and explains the further circumstances of the situation. ATINO will remedy the defect within a reasonable period of time. ATINO is entitled to temporarily error bypass possibilities and to eliminate the defect later by adapting the software, if this is reasonable for the customer.
- 10.3. **Initial impossibility.** Liability for initial defects in accordance with Section 536a para. 1, Old. 1 of the Civil Code is excluded.
- 10.4. **Non-grant.** The right to terminate the termination for non-grant in accordance with Section 543 paragraph 2 sentence 1 No. 1 BGB is excluded, unless the provision of the service is to be regarded as permanently failed.
- 10.5. **Limitation.** Claims for defects are time-barred within 12 months. This does not apply in the case of claims for damages to compensation for damages to the extent that ATINO is liable by law (see. Paragraph 12.1 sentence 2)
- 10.6. **Free transfer.** Insofar as ATINO provides services free of charge (e.g. during a test phase or beta phase), the provisions on the loan, i.e. in particular, ATINO's liability for defects is limited to malice in accordance with Section 600 of the German Civil Code (BGB), ATINO's liability pursuant to Section 599 of the German Civil Code (BGB) is limited to intent and gross negligence and the reduced limitation period of six months in accordance with Section 606 of the German Civil Code applies.
- 10.7. **Legal regulation.** In addition, the legal rules on liability for defects apply.

11. Freistellungspflichten

- 11.1. **Obligation to grant an exemption.** Make claims against ATINO by third parties (including public authorities). Infringements, which are based on the claim that the customer or the customer has violated its contractual obligations, has in particular recorded illegal data in STAFFICE or used STAFFICE in an anti-competitive or otherwise unlawful manner, the following shall apply: the customer shall immediately release ATINO from these claims, provide ATINO with adequate assistance in the legal defence and exempt ATINO from the costs of legal defence.
- 11.2. **Conditions of the obligation to indemnify.** A prerequisite for the obligation to indemnify according to clause 11.1 is that ATINO informs the customer immediately in writing about asserted claims, does not make any findings or equivalent declarations and allows the customer to conduct all judicial and extrajudicial negotiations on the claims at the expense of the customer - as far as possible.

12. Limitation

- 12.1. **Exclusion in certain cases.** ATINO is liable for damage to the extent that these
- a) intentionally or through gross negligence caused by ATINO, or
 - b) slightly negligently caused by ATINO and are due to material breaches of duty which jeopardise the achievement of the purpose of this contract, or to the violation of obligations, the fulfilment of which enables the proper execution of this contract and on whose compliance the customer may rely (e.B. Customer data is completely lost and old stocks are not reconstructable).
- In addition, the liability of ATINO is excluded regardless of its legal basis, unless ATINO is liable by law mandatory, in particular due to injury to the life, body or health of a person, assumption of an express guarantee, fraudulent concealment of a defect or according to the Product Liability Act. Guarantees by ATINO shall be made only in writing and shall be construed as such only if they are referred to as a 'guarantee' in case of doubt.
- 12.2. **Limitation of height after.** In the case of clause 12.1 sentence 1 (b), ATINO shall be liable only to a limited extent to the damage typically foreseeable for a contract of this kind.
- 12.3. **Amount of typically foreseeable damage.** In the case of point 12.1 sentence 1 (b), the parties shall assume that the "typically foreseeable damage" for all claims incurred in a calendar year shall not exceed the net remuneration provided or incurred for that calendar year (depending on which of these two amounts is the higher one).
- 12.4. **Free trial period.** ATINO's liability is limited to intent and gross negligence for damage caused during a free trial period.
- 12.5. **Employees and agents of ATINO.** The limitations of liability in paragraphs 12.1 to 12.4 also applies to claims against ATINO employees and agents.

13. Term and termination, end of contract

- 13.1. **Free trial period.** If the order form provides for a free trial phase, the following applies for the term of the contract: With the conclusion of the contract, a trial phase begins with the term specified in the order form. There are no setup, reason or usage fees for the test phase. At the end of the test phase, the basic term in accordance with clause 13.2 automatically begins, unless the customer terminates the contract with a period of 5 working days towards the end of the test phase.
- 13.2. **Duration.** The contract is concluded according to the order form for a certain term ("basic term") and is then automatically extended for further periods ("extension period") if the contract is not signed by a party with a period of two (2) Weeks ("notice period") at the end of the reason- or an extension period have been terminated. The right to terminate for good cause remains unaffected. Clause 6.3 applies to the reduction of the service package, the number of users or the termination of additional modules.
- 13.3. **Form.** The cancellation must be made in writing.
- 13.4. **Consequences of termination of the contract.**
- a) **"Cloud" option.** With the "Cloud" option, the following applies: At the end of the contract period, the customer can no longer access his customer data. It is the responsibility of the customer to export the data before the end of the contract term with the help of the export function of the jaws and to save it with him for further use. To a further release of the customer data (e.B. provision as SQL dump or in a specific format) ATINO is only obliged if this is agreed and remunerated separately. At the end of the contract, ATINO will delete the customer data, unless ATINO is legally obliged to retain it. Insofar as deletion is only possible with disproportionate effort (e.B. in backups) ATINO is entitled to block the data and to permanently delete it as part of the next regular backend deletion.
 - b) **"On-Premise" option.** With the "On-Premise" option, the following applies: At the end of the contract term, the customer will not continue to operate the backend for good within 30 days and permanently delete the entire backend including the database structure and all backup copies and author theme This To ATINO on request in

writing by a managing director. ATINO is responsible for exporting customer data beforehand using the export function of the backend and storing it with it for further use.

14. Modification of the GTC

ATINO has the right to amend these General Terms and Conditions or to supplement regulations for the use of any newly introduced additional services or functions of STAFFICE. The changes and additions to the General Business Regulations shall be notified to the Customer no later than six weeks before the planned entry into force. The customer's consent to the amendment of the General Terms and Conditions shall be deemed to have been granted if the Customer does not object to the change in writing within a period of four weeks, starting with the date following the notice of change. ATINO is referred in the notice of amendment to the possibility of opposition, the time limit for the opposition, the text form requirement as well as the meaning, respectively, to draw attention separately to the consequences of the failure to object.

15. Final provisions

- 15.1. **Obligations in electronic commerce.** 312i abs. 1 Sentence 2 of the German Civil Code, which provides for certain obligations of the trader in the case of contracts in electronic commerce, are hereby waived.
- 15.2. **Written form.** Amendments to this contract must be made in writing. This also applies to the condition of the written form requirement. The agreed written form for contract changes and declarations according to the contract is deemed to be preserved, if a PDF scan of the signed document is sent by e-mail. The change in the number of users and the booking and posting of additional modules can also be done in electronic form (e.B. web-based in the administration interface of the backend).
- 15.1. **Statements and communications from ATINO.** ATINO is entitled to send all declarations and communications relating to the contractual relationship by simple e-mail to the administration e-mail address provided by the customer at the time of registration, even if the contract provides for written form. The customer will check the mailbox regularly.
- 15.2. **Set-off.** The customer can only offset against claims other than his contractual counterclaims from the respective affected legal transaction or assert a right of retention if this claim of ATINO is undisputed or legally established.
- 15.3. **Applicable law.** To this contract and all related disputes (both contractual and tortious) applies exclusively To German law to the exclusion of the UN Sales Law.
- 15.4. **Place of jurisdiction.** If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is that of ATINO. ATINO remains entitled to sue at the customer's registered office.
- 15.5. **Partial ineffectiveness.** Should individual provisions of this contract be or become ineffective, the validity of the remaining provisions shall not be affected. Instead of the invalid provision, that is the case which the parties would have reasonably agreed on from an economic point of view in accordance with the purposes originally sought. The same applies in the event of a contractual gap.

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