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## Section 1 General Information and Applicability

These General Terms and Conditions for Service regulate the framework conditions for the provision of PDV services, namely Health Check, Health Monitoring, Health Management, Resource Check, Resource Monitoring, Resource Management, Release Check, Release Monitoring, Release Update Info, Release Patching, Release Management, General Support, Call Handling, Premium Support, Hardware Logistics, Hardware Service, Hardware Inspection, Safe Data Service and/or Manufacturer Service Agreement by PDV for its clients, to the extent that the respective additional contractual documents (contract or offer and acceptance) refer to these conditions. These services mostly involve the autonomous provision of services related to the field of information technology by PDV.

- (1) These General Terms and Conditions for Service, to the extent that they are referred to in the respective additional contractual documents, replace previous general regulations (GTC, Conditions for Maintenance and/or Service Provisions and/or Framework Contract) affecting the Parties with regard to the aforementioned PDV services.
- (2) These General Terms and Conditions for Service shall be subordinate to all other previous express PDV agreements with the Client regarding services; they shall therefore not apply if they contradict such express agreements. In case of any discrepancies within the contractual documents, priority is given to the contract or the offer and acceptance.
- (3) Diverging or additional General Terms and Conditions from the Client that are not expressly recognised by PDV shall also not apply if PDV provides the services without reservations while being aware of these conditions from the Client.

## Section 2 Service Content and Service Subject

- (1) PDV is responsible for the provision of the contractually agreed activities (services), not a specific economic success.
- (2) The content of the individual, specific services from PDV is defined exclusively and definitely by the respective contractual documents (contract or offer and acceptance).
- (3) Should the Client request changes or supplements, PDV shall be required to provide these only if they are technically feasible and technically and economically acceptable for PDV. The Client shall be responsible for changing the services obligations in the form of an amendment to the Agreement. The extra expense caused by a service change or supplement shall be reimbursed to PDV. This shall also apply for review extending beyond a slight scope of whether and under which conditions the change or supplement can be performed provided that PDV has pointed this out in writing.

## Section 3 Prices and Payment Conditions

- (1) All prices and price indications are to be regarded as not including VAT in its full respective statutory amount.
- (2) Subject to other agreements, only the services expressly agreed in the respective agreement documents shall be included in the prices and price indications. All other services and additional services are to be remunerated separately in the same way as travel, accommodation and material costs, provided there are no agreements to the contrary.
- (3) Subject to any agreements to the contrary, the following surcharges apply to activities performed outside regular business hours:

- Monday–Friday from 5:00 p.m. to 8:00 p.m.	30% surcharge
- Monday–Friday from 8:00 p.m. to 7:00 a.m.	50% surcharge
- Saturdays, Sundays and holidays 24 hours/day	100% surcharge

## Section 4 Client Obligation to Co-operate

The provision of services by PDV usually depends on whether and to which extent the Client co-operates in the scope of its performance capacity.

- (1) The Client shall actively support PDV with regard to service provision and, to the extent necessary for service provision, is particularly obliged to do the following:
  - (1.1) To provide PDV, for execution of the Contract, with all necessary information, documents and materials, in particular change profiles, technical requirements and specifications, source and object codes, program sequence, data flow and other plans, creation and application documents etc. for the purposes and the term of the execution of the Contract.
  - (1.2) To grant PDV, its personnel and the vicarious agents it deploys access to the systems and facilities constituting the subject of this Contract, in particular hardware and software and to provide the services of cooperation required for performing remote maintenance. Subject to any agreements to the contrary, the Client is responsible for the smooth, uninterrupted operation of client-end installations for remote maintenance and repair, especially for stable data pipelines and data interfaces.
  - (1.3) To integrate or have integrated the PDV monitoring appliance developed by PDV for the respective contract fulfilment for monitoring and diagnosis, especially for the finding and transfer of meta and capacity data by and to PDV in its IT system.
  - (1.4) To obtain or have obtained the necessary, prerequisite and/or requested usage rights from the respective manufacturer for the respective contract fulfilment.
  - (1.5) To conclude or have concluded the necessary, prerequisite and/or requested CarePack and support agreements with the respective manufacturer for the respective contract fulfilment.
  - (1.6) To make constantly available to PDV the hardware and software documentation, diagnostic software, data carriers, test devices and maintenance plans required by PDV for the respective contract fulfilment and acquired by the Client with the acquisition of the EDP technology, in particular the current configuration of network and storage products in electronic form.
  - (1.7) To work itself during the execution of the Contract with sufficient and adequately trained personnel and to provide the system conditions that are required in order to maintain or create smooth functioning of the systems.
  - (1.8) To immediately remove programs, data and data carriers at the request of PDV.
  - (1.9) To carefully store and not make accessible to unauthorised third parties any objects entrusted by PDV to the Client for the contract fulfilment.
  - (1.10) To inform PDV immediately of any errors, defects and disruptions in the IT infrastructure by placing a telephone call. The Client shall especially analyse in detail the symptoms as well as the system and hardware environment in the case of error messages and, if appropriate, using forms provided by PDV, report any error to PDV, providing information useful for eliminating the error, for instance the number of users affected, the description of the system and hardware environment (system platform) as well as any third-party software used and possibly simultaneously uploaded; the Client will also provide PDV with the log files. The Client shall also use all options available to support PDV to the best of its abilities in finding the cause of the error and, if necessary, ensure that its employees cooperate optimally with PDV and its maintenance personnel. Subject to any agreements to the contrary, the Client shall also upload the programs and/or parts of programs (e.g. patches, bug-fixes) received from PDV in accordance with instructions from PDV and always comply with recommendations received from PDV for error identification and elimination.
  - (1.11) The Client shall inform PDV employees if any services are to be provided in areas in which X-rays, radioactive or other ionising radiation or hazardous, particularly toxicological, materials may be encountered.
  - (1.12) To agree deadlines and arrange the meetings required for the execution of the respective Contract in consultation with PDV in a professional manner and, in the event of doubt, consult PDV in good time.
  - (1.13) Subject to any agreements to the contrary, to ensure that its data are saved regularly, daily, adequately and properly. This should take place at least in electronic form as a back-up copy which enables lost data to be reconstructed (back-up).

- (2) The Client shall ensure that all cooperation services required for provision of the agreed services are provided in good time, in full and free of charge for PDV.
- (3) If the Client fails to fulfill a cooperation obligation that is a prerequisite for the service provision by PDV and for which PDV is not responsible, PDV is released from the service obligation for as long and to the extent that the cooperation obligation is not met. Additional costs incurred by a lack of cooperation or non-compliance of the Client with deadlines or time frames must be borne by the Client.

### Section 5 Force Majeure

In the event that PDV cannot provide the promised service due to force majeure, PDV is released from its service obligation for the duration of the hindrance.

### Section 6 Contractual Changes and Amendments

To the extent that PDV employees are not granted legal power of representation, they are not authorised to make any later changes and/or amendments to contracts concluded under the application of these General Terms and Conditions for Service; in which case, such changes and amendments require written confirmation from the Executive Board, the power of attorney holder or representative of PDV.

### Section 7 Retention of Title

The property of any delivered objects is transferred to the Client only upon payment in full.

### Section 8 Non-Solicitation

- (1) PDV and the Client mutually undertake to refrain from head-hunting employees or attempting to head-hunt employees from the respective other Party.
- (2) If, during a contractual relationship with PDV or within a period of up to six months following the termination of a contractual relationship with PDV, the Client concludes an employment contract with an employee of PDV, the Client owes PDV a recruitment fee in the amount of one gross annual salary agreed with the employee, plus statutory VAT. The Client shall immediately inform PDV of the start of such an employment relationship and of the agreed gross annual income; upon request, it will provide relevant proof.

### Section 9 Confidentiality

The Contracting Parties shall use the information, documents, materials and tools that they have received in connection with the contractual relationships that exist between them exclusively for contract fulfillment purposes. They shall keep the information, documents, materials, tools, the conclusion of contracts as well as their object and content confidential; the Contracting Parties shall also ensure that their employees comply with this obligation. Section 10 shall remain unaffected.

### Section 10 Designation as Reference Client

PDV is entitled to name the Client as a reference client with the use of the Client's logo in its list of references. The Client may prohibit this mention in future at any time, without having to state a reason.

### Section 11 Data Protection

- (1) The Contracting Parties shall comply with the relevant data protection regulations. In particular, PDV shall gather, process or use the Client's personal data as defined by Article 28 General Data Protection Regulation (GDPR) in accordance with its instructions only. The Contracting Parties shall obligate their employees to comply with data confidentiality in accordance with GDPR.
- (2) The Client shall ensure that PDV receives any and all relevant information and facts extending beyond the legal provisions, the knowledge of which PDV requires for the purposes of data protection and confidentiality.
- (3) Prior to transferring data, granting access to data or otherwise making data available to PDV, the Client shall ensure the deletion of contents worthy of protection.

### Section 12 Liability

- (1) For claims arising from damages caused by PDV, its legal representatives or vicarious agents, PDV is always liable without limitation within the framework of legal provisions
  - In case of loss of life, bodily harm or health problems
  - In case of fraudulent intent
  - In case of intentional or grossly negligent dereliction of duty
  - In case of guarantee promise or assurance, to the extent that it is agreed and
  - To the extent that the applicability of the Product Liability Law is opened.
- (2) In case of violation of essential contractual obligations, the fulfilment of which makes the proper execution of the Contract possible in the first place and the compliance with which the Client should rely on regularly (cardinal obligations) through slight negligence from PDV, its legal representatives or its vicarious agents, the amount of liability is limited to the foreseeable damage that is to be typically expected in such an event and agreed upon during contract conclusion. This does not apply to the extent that paragraph 1 of this section also applies.
- (3) Otherwise, claims for damage compensation are excluded.
- (4) The above liability limitation shall also apply for the personal liability of PDV employees, representatives and bodies.

### Section 13 Offset and Right of Retention

The Client is only entitled to offsets and rights of retention if the claim on which the offset and right of retention is based stems from the same legal relationship.

### Section 14 Assignment

The Client shall be entitled to assign the rights arising from contracts concluded under these General Terms and Conditions for Service only with the consent of PDV.

### Section 15 Term of Agreement and Cancellation

- (1) If agreements are concluded under these Terms and Conditions of Service without agreeing an end date, such agreements are entered into indefinitely. In such event, they can be terminated by either party for the first time as at the end of the first year of the agreement (minimum term) and only as at the end of a quarter thereafter; in each case ordinary termination requires notice of three months.
- (2) This does not affect the right of extraordinary termination for cause; further ordinary rights of termination are excluded and do not apply.
- (3) Any termination must be issued in writing.

### Section 16 Place of Jurisdiction and Governing Law

- (1) Place of jurisdiction for all disputes arising under these General Terms and Conditions - Service of concluded contracts or in connection with such contracts is Goslar.
- (2) German law applies exclusively to the exclusion of all legal norms that refer to another legal system; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.

### Section 17 Severability Clause

If one or more provisions of these General Terms and Conditions for Service is or becomes invalid, the contracts concluded under it shall remain valid and the validity of the remaining provisions shall not be affected hereby.

