

General Terms and Conditions

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General	03
Add-on and Subscription Center	04
On-Prem Subscription	05
Rights of the Customer	06
Maintenance	08
License fee and payment terms	09
License term	10
On-Prem Perpetual	11
Rights of the Purchaser	12
Maintenance Services	14
License fee and payment terms	16
Claims for Defects in Purchased Goods	17
i-doit Cloud - SaaS	18
Services of i-doit; Software and Storage Space	19
Scope of Use and Rights	20
Support, Service Levels, Fault Rectification	21
Customer Obligations	21
Warranty	22
Defects of Title; Indemnification	22
Remuneration and Payment Terms	23
Contract Term and Termination	23
Data Protection	24
Customer's Cooperation Obligations	25
Liability	26
Confidentiality and Data Protection	27
Miscellaneous Provisions	28
Support Services for i-doit Software	29
Support Services for Third-Party Add-ons	30
Remuneration	31
Term and Termination	31



General

Definitions: i-doit GmbH (“i-doit”) is a company in the IT industry specializing in documentation and CMDB (configuration management database) solutions for IT departments. We grant our customers rights of use to products from our i-doit software portfolio (“i-doit Software”). “i-doit Software” means all software files comprised in the i-doit software portfolio and the related software supplements developed by i-doit (“Add-ons”), in each case in their most current version. Where a provision relates only to the i-doit cloud software, this is expressly stated. i-doit Software does not include Add-ons developed and offered by third-party providers.

Terms and Conditions for business transactions: The following Terms and Conditions govern all contractual relationships for all deliveries and services – including consulting and other ancillary services – between us and our customers, as well as the contractual relationships between third-party providers and customers. Customers are exclusively entrepreneurs (Unternehmer) within the meaning of section 14 of the German Civil Code (BGB). These Terms and Conditions form part of all contracts we conclude with our customers for offered and future deliveries or services, even where not separately agreed again. Terms and conditions of the customer or of third parties, including purchasing conditions, do not apply, even if we do not separately object to their applicability in an individual case. They also apply to transactions with our resellers and partners who are bound to us under a corresponding framework agreement.

Amendments to agreements: Supplements and amendments to agreements reached, including these Terms and Conditions, require written form to be effective. With the exception of managing directors or holders of commercial power of attorney (Prokuristen), our employees are not authorized to make oral arrangements deviating from the written agreement. Transmission by telecommunication – in particular by fax or email – satisfies the written-form requirement, provided a copy of the signed declaration is transmitted.



Add-on and Subscription Center

Add-on and Subscription Center: We also operate an Add-on and Subscription Center in which customers may independently test and license i-doit Software as well as Add-ons offered by third-party providers.

Eligibility restricted to entrepreneurs: The offers in the Add-on and Subscription Center are directed exclusively at entrepreneurs and not at consumers within the meaning of sections 13 and 14 BGB. By participating, the customer represents that, as a natural or legal person or a legally capable partnership, it is acting in the exercise of its commercial or independent professional activity and that it has full legal capacity.

Use free of charge: We provide the Add-on and Subscription Center free of charge. No entitlement to use exists. The purpose of use is to enable testing of the i-doit Software and of third-party Add-ons offered there, and the corresponding acquisition of usage rights.

Administration: We expressly reserve all rights in the Add-on and Subscription Center and in its design and software integration. We are entitled to modify or completely remove offers there at any time. No review of third-party offers: We are not obliged to review the Add-ons offered there by third-party providers, in particular not with regard to their functionality, the presence of any claimed features, their interoperability with our i-doit Software, or any infringement of third-party rights.



On-Prem Subscription

Contracting party: The customer's contracting party with respect to our i-doit Software is exclusively i-doit GmbH; with respect to Add-ons developed by third-party providers, the contracting party is exclusively the relevant third-party provider.

Time-limited right of use: Upon full payment, the customer acquires a non-exclusive right, limited to the respectively agreed period, to use our i-doit Software as described in the offer made to the customer, to the extent granted under these Terms and Conditions.

Provision by download: We make the i-doit Software available for use in accordance with the product description, in its respective current version. Any deviating features are not owed and do not arise, in particular, from other representations of the i-doit Software outside the documentation, in particular not from public statements. Features going beyond the documentation are owed only if we have expressly confirmed this in writing. Installation and configuration services do not form part of the right of use but may be separately agreed. We provide the i-doit Software to the customer by way of download.

Third-party products included: i-doit Software may contain products from third-party manufacturers. Such third-party products are subject to their own license terms and/or terms and conditions, which can be accessed on the relevant third-party manufacturer's website.

Intellectual property rights: All rights in the i-doit Software, in particular copyright, rights in inventions, and other intellectual property rights, belong exclusively to i-doit, unless these Terms and Conditions provide otherwise. This also applies to any other items, documents, and information made available to the customer in connection with contract negotiations and/or performance.

Applicability of these Terms and Conditions: The contractual relationship between the third-party provider and the customer is governed by these Terms and Conditions, applied mutatis mutandis to the third-party provider as the contracting party. This does not apply to the extent the third-party provider has based its offer on its own terms and conditions.



Rights of the Customer

Instance: We grant the customer the right to install and run, per license, only one instance of the i-doit Software on its computer system, for so long as all provisions of these Terms and Conditions are complied with. “Instance” means the operation of the i-doit Software on a single, suitable computer system; it is immaterial whether the i-doit Software is deployed on a virtual or a physical system. Deployment on a system cluster is likewise permitted as a single instance, provided the cluster presents itself externally as a single system. Each license generally comprises one tenant. “Tenant” means an organizationally and technically self-contained unit within an instance with separate master data and its own set of tables/views, controlled and managed via parameters. Permitted use of the i-doit Software comprises its installation, loading into working memory, and use by the customer as intended. The software may only be used in accordance with applicable statutory provisions; in particular, personal data may only be collected, used, and processed within the framework of applicable data protection law. The customer may use the software only for the purposes of its own business operations and not on behalf of third parties.

Multiple-use scenarios: Where multiple tenants are to be set up on one instance, a separate tenant license is generally required for each additional tenant, against an additional fee. Absent an additional tenant license, each booked object package may be used for one tenant only. A tenant license entitles the holder (i) to set up an additional tenant, and (ii) to allocate individual object packages among all tenants acquired. The maximum number of objects that may be maintained per tenant depends on the number and volume of object packages booked. “Object” means an asset or configuration item (CI), such as a server, router, client PC, contract, application, or license.

Third-party use only through resellers: The customer is entitled to pass on the i-doit Software to third parties only if it has previously entered into a partner agreement with i-doit as a “Reseller.”

Resellers: “Resellers” may also act as i-doit partners on the basis of a partner agreement and distribute products from the i-doit software portfolio as specialist dealers to end users. Our resellers are permitted to transfer licenses to end users, together with the documentation, and to grant such end users a non-exclusive right, limited in time to the license term, to use the i-doit Software. Resellers are also permitted to use the i-doit Software on behalf of third parties.

Transfer by reseller: “Reseller” means a party that, on the basis of a framework agreement, sells products from the i-doit software portfolio as a specialist dealer to end users. Our resellers are permitted to transfer a license, together with the documentation, to a maximum of one end user and to grant that end user a non-exclusive right, limited in time to the license term, to use the



i-doit Software. In any permitted transfer to a third party, the reseller must (i) ensure that the end user likewise uses the i-doit Software on only one instance per license, and (ii) expressly agree with the end user that the end user will comply with the requirements of these Terms and Conditions. In particular, the reseller must oblige the third party to directly assume and comply with all of the customer's obligations under these Terms and Conditions. Upon a permitted transfer to a third party, the reseller retains no further rights under the license. The reseller must delete any i-doit Software installed on its own systems on the basis of the purchase license, unless it is subject to a statutory obligation of longer retention.

Copies: The customer is entitled to create a backup copy of the i-doit Software where this is necessary to safeguard future use of the i-doit Software. The customer must visibly affix to the backup copy created the notice "backup copy" together with an i-doit copyright notice. The customer is entitled to decompile or reproduce the i-doit Software only to the extent permitted by law. This applies, however, only on condition that we have not made the information necessary for that purpose available to the customer within a reasonable period following a written request.

Changes by i-doit: If the i-doit Software provided is replaced – for instance in connection with remedial performance or maintenance – all of the customer's rights in respect of the replaced i-doit Software lapse as soon as the customer uses the new i-doit Software. The customer acquires the same rights in modified, extended, or newly created i-doit Software as in the original software.

Modification by customers: Customers may carry out modifications of the i-doit Software within the meaning of section 69c no. 2 of the German Copyright Act (UrhG) – in particular changes and extensions – only to the extent permitted by law or expressly permitted by us. We point out that even minor changes may cause significant, unforeseeable disruptions in the operation of the i-doit Software and of other programs. i-doit's liability for the i-doit Software lapses entirely as soon as the customer has made unauthorized changes or modifications without written permission.

Miscellaneous: Software provided only for testing or demonstration purposes may not be used in production systems and may not be passed on to third parties.



Maintenance

Maintenance: We warrant that the contractually agreed condition of the i-doit Software will be maintained during the license term, and that no third-party rights will stand in the way of contractual use of the software. As licensor, we will remedy defects of quality and of title affecting the i-doit Software within a reasonable time. i-doit performs these services in accordance with the state of the art and in a manner oriented to the interests of the customer base as a whole. Services are provided only in respect of the most recently released i-doit software version and the version immediately preceding it. Temporary functional interruptions resulting from maintenance work do not constitute a defect within the meaning of section 536 BGB.

Error correction: The following error classes and response times apply:

Error Class 1: the error prevents the customer's business operations and no workaround is available. We will begin remedying the error immediately, at the latest within four hours of the error report, and will pursue the remedy with due diligence until the error is resolved, including – to the extent reasonable – outside normal business hours (business days, 8:00 a.m. to 5:00 p.m.).

Error Class 2: the error significantly impedes the customer's business operations, but use of the software remains possible using workarounds or with temporarily acceptable restrictions or inconveniences. If reported before 10:00 a.m., we will begin remedying the error the same day; if reported later, at the start of the next business day, and will continue until resolution within normal business hours. We may initially provide a workaround and remedy the error at a later time, where this is reasonable for the customer.

Error Class 3: for other defects, we will begin remedying the error within one week, or will remedy the error only with the next update cycle, where this is reasonable for the customer.



License fee and payment terms

License fee: The customer must pay the license fee in advance in accordance with the agreement reached for use of the i-doit Software. The license fee is calculated monthly and is based on the price list in effect at the time of the customer's specific license order. Prior to full payment of the license fee, all data carriers and the documentation handed to the customer remain subject to retention of title. A follow-on license, in the case of an extension of the term, will be provided to the customer only once it has paid the agreed license fee.

Due date: The license fee is due in advance for the respectively agreed period, generally three (3) business days after conclusion of the license agreement. Default interest, as between entrepreneurs, amounts to nine percent (9%) above the applicable base rate.

Paying agent for third-party providers: Billing and collection of the license fee for usage rights acquired from third-party providers is carried out by us solely in the name and for the account of the third-party provider. Our role is exclusively that of a paying agent. Upon receipt of payment by us, payment is deemed to have been made to the third-party provider.

Remuneration for additional services and uses: The customer may book additional services in connection with the software via i-doit Basic or i-doit Advanced pro Support, subject to the i-doit support terms. Remuneration for additional services under the i-doit Basic or i-doit Advanced pro Support offerings is invoiced separately and is likewise generally payable three (3) business days after conclusion of the license agreement. Where the customer uses the i-doit Software to an extent that exceeds the usage rights acquired, whether qualitatively (as to the type of use permitted) or quantitatively (as to the number of licenses/objects acquired), we are entitled to invoice the customer subsequently for a reasonable license fee for the additional use. We reserve the right to claim damages and to terminate the agreement for cause.

Net prices and remuneration: All prices and remuneration are exclusive of value-added tax at the applicable statutory rate.

Miscellaneous: The customer may set off only claims that we have acknowledged or that have been finally and non-appealably established by a court. Except within the scope of section 354a of the German Commercial Code (HGB), the customer may assign claims under this agreement to third parties only with our prior written consent. The customer has a right of retention, or a defense of an unperformed contract, only within this contractual relationship.



License term

Commencement and end of term: The license agreement is concluded for an indefinite term. The term begins on the day the customer is granted access to the software. Either party may terminate it with two (2) weeks' notice to the end of the agreement. Unless the customer or i-do-it gives notice of termination, the agreement automatically renews for successive periods of 12 months each.

Extraordinary termination: The license agreement may also be terminated in writing by either party without notice for cause. Cause entitling us to terminate exists, in particular, where the customer infringes usage rights by using the i-doit Software beyond the scope permitted under these Terms and Conditions and fails to remedy the infringement within a reasonable period following our warning notice.

Written form requirement: Any termination requires written form pursuant to section 126 BGB.

End of usage rights: At the end of the license term, the customer must cease using the i-doit Software, remove all installed copies of the program from its devices, and – at its own election – promptly return to us, or destroy, any backup copies it has made.



On-Prem Perpetual

License subject matter: The subject matter of the purchase agreement is the grant of usage and exploitation rights in the i-doit software described in the offer made to the purchaser, together with the accompanying user documentation.

Perpetual right of use: Upon full payment of the purchase price – determined by the price list of i-doit in effect at the time of the purchaser's respective license order – the customer acquires a perpetual right to use our i-doit Software to the extent granted under these Terms and Conditions.

Provision by download: We make the i-doit Software available for use in accordance with the product description, in its respective current version. Any deviating features are not owed and do not arise, in particular, from other representations of the i-doit Software outside the documentation, in particular not from public statements. Features going beyond the documentation are owed only if we have expressly confirmed this in writing. Installation and configuration services do not form part of the right of use but may be separately agreed. We provide the i-doit Software to the customer by way of download.

Third-party products included: i-doit Software may contain products from third-party manufacturers. Such third-party products are subject to their own license terms and/or terms and conditions, which can be accessed on the relevant third-party manufacturer's website.

Intellectual property rights: All rights in the i-doit Software, in particular copyright, rights in inventions, and other intellectual property rights, belong exclusively to i-doit, unless these Terms and Conditions provide otherwise. This also applies to any other items, documents, and information made available to the customer in connection with contract negotiations and/or performance.



Rights of the Purchaser

Purchase license: We grant the purchaser the right to install and run, per license, only one instance of the i-doit Software on its computer system, for so long as all provisions of these Terms and Conditions are complied with. “Instance” means the operation of the i-doit Software on a single, suitable computer system; it is immaterial whether the i-doit Software is deployed on a virtual or a physical system. Deployment on a system cluster is likewise permitted as a single instance, provided the cluster presents itself externally as a single system. Each license generally comprises one client entity (“Mandant”). “Mandant” means an organizationally and technically self-contained unit within an instance with separate master data and its own set of tables/views, controlled and managed via parameters. Permitted use of the i-doit Software comprises its installation, loading into working memory, and use by the customer as intended. The software may only be used in accordance with applicable statutory provisions; in particular, personal data may only be collected, used, and processed within the framework of applicable data protection law.

Multiple-use scenarios: Where multiple tenants are to be set up on one instance, a separate tenant license is generally required for each additional tenant, against an additional fee. Absent an additional tenant license, each booked object package may be used for one tenant only. A tenant license entitles the holder (i) to set up an additional tenant, and (ii) to allocate individual object packages among all tenants acquired. The maximum number of objects that may be maintained per tenant depends on the number and volume of object packages booked. “Object” means an asset or configuration item (CI), such as a server, router, client PC, contract, application, or license.

Transfer: The purchaser may transfer its purchase license, together with the documentation, to a company affiliated with it within the meaning of section 15 of the German Stock Corporation Act (AktG), and grant that company a non-exclusive, perpetual right to use the i-doit Software. Any further transfer by the purchaser is not permitted. In particular, the purchaser is prohibited from otherwise transferring, renting out, or selling the i-doit Software. Public communication or making the i-doit Software available to the public is prohibited in any event.

Transfer by reseller: “Reseller” means a party that, on the basis of a framework agreement, sells products from the i-doit software portfolio as a specialist dealer to end users. Our resellers are permitted to transfer a purchase license, together with the documentation, to a maximum of one end user and to grant that end user a perpetual right to use our i-doit Software. In any permitted transfer to a third party, the reseller must (i) ensure that the end user likewise uses the i-doit Software on only one instance per license, and (ii) expressly agree with the end user that the end



user will comply with the requirements of these Terms and Conditions. In particular, the reseller must oblige the third party to directly assume and comply with all of the customer's obligations under these Terms and Conditions. Upon a permitted transfer to a third party, the reseller retains no further rights under the purchase license. The reseller must delete any i-doit Software installed on its own systems on the basis of the purchase license, unless it is subject to a statutory obligation of longer retention.

Copies: The customer is entitled to create a backup copy of the i-doit Software where this is necessary to safeguard future use of the i-doit Software. The customer must visibly affix to the backup copy created the notice "backup copy" together with an i-doit copyright notice. The customer is entitled to decompile or reproduce the i-doit Software only to the extent permitted by law. This applies, however, only on condition that we have not made the information necessary for that purpose available to the customer within a reasonable period following a written request.

Changes by i-doit: If the i-doit Software provided is replaced – for instance in connection with remedial performance or maintenance – all of the customer's rights in respect of the replaced i-doit Software lapse as soon as the customer uses the new i-doit Software. The customer acquires the same rights in modified, extended, or newly created i-doit Software as in the originally acquired software.

Modification by customers: Customers may carry out modifications of the i-doit Software within the meaning of section 69c no. 2 UrhG – in particular changes and extensions – only to the extent permitted by law or expressly permitted by us. We point out that even minor changes may cause significant, unforeseeable disruptions in the operation of the i-doit Software and of other programs. i-doit's liability for the i-doit Software lapses entirely as soon as the customer has made unauthorized changes or modifications without written permission.

Miscellaneous: Software provided only for testing or demonstration purposes may not be used in production systems and may not be passed on to third parties.



Maintenance Services

Maintenance services: In connection with a purchased license, i-doit provides the maintenance services described below, thereby covering additional services following expiry of the one-year statutory warranty period applicable to i-doit's purchase license, provided the customer has separately engaged i-doit for these maintenance and support services. In particular, i-doit provides the following maintenance and support services:

- provision of an electronic function (customer portal) enabling the customer to report program errors to i-doit;
- error analysis to review program errors reported by the customer and their subsequent prioritization;
- remediation of identified program errors in the software in accordance with the service levels specified below;
- an "error" within the meaning of the foregoing is any malfunction that impairs the condition or functionality of the software such that it deviates from the software's documentation and has more than an insignificant effect on the software's fitness for use, or results in corruption or loss of data processed or generated by the software. No error within the meaning of the foregoing exists where a malfunction reported by the customer can be reproduced by neither i-doit nor the customer vis-à-vis i-doit;
- errors reported by the customer and confirmed by i-doit are handled by i-doit as follows:

Error Class 1 (appropriate or economically reasonable use of the software in accordance with the documentation is not possible, or is so restricted that continuation of the customer's day-to-day business cannot reasonably be expected): i-doit will address the error within 48 hours of receipt of the error report.

Error Class 2 (appropriate or economically reasonable use of the software in accordance with the documentation is materially restricted, though continuation of the customer's day-to-day business remains possible): i-doit will address the error within two weeks of receipt of the error report.

Error Class 3 (appropriate or economically reasonable use of the software in accordance with the documentation is affected only immaterially, i.e., without any appreciable effect on the functionality of the overall system): i-doit will address the error on the occasion of the next minor release following receipt of the error report.

Error Class 4 (other errors, i.e., imperfections in the software that do not impair its functionality but nonetheless appear as a nuisance): i-doit will address the error on the occasion of the next major release following receipt of the error report.



Cooperation: A precondition for i-doit's performance of maintenance services is that the customer, when reporting an error, promptly provides i-doit with all documentation, logs, sample outputs, and other information relevant to identifying and remedying the error. The customer must, in particular, enable i-doit to access the software – at i-doit's election – either through on-site access by i-doit at the customer's premises or through remote access via the internet. The customer is likewise obliged to acquire and maintain the knowledge required for this purpose.

Instance restriction: Maintenance services for the software are limited to one instance per i-doit license and are provided only for the most recent version of the software programmed and released by i-doit, as well as for the version immediately preceding it. Where maintenance services must be performed by remote data transmission, the customer must, at its own expense, establish the necessary technical prerequisites.

Maintenance of third-party software supplements: i-doit does not perform maintenance for Add-ons of third-party providers. The customer is itself responsible for contacting the relevant third-party provider. Requests addressed to us will be forwarded to the third-party provider within a reasonable response time. i-doit is not obliged to review maintenance services provided in respect of third-party Add-ons and assumes no liability for maintenance performed by the third-party provider. Maintenance requests received by i-doit will be forwarded exclusively to the third-party provider.

Exceeding usage rights: Where the customer uses the software to an extent that exceeds the usage rights acquired, whether qualitatively (as to the type of use permitted) or quantitatively (as to the number of licenses/objects acquired), i-doit is entitled to refuse maintenance services. i-doit reserves the right to claim damages and to terminate the agreement, including without notice.

Term of the maintenance agreement: The maintenance agreement is concluded for a term of one year. It automatically renews for a further year unless i-doit or the customer gives notice of termination at least two (2) weeks before expiry of the term. The right of either party to terminate for cause without notice remains unaffected. Cause exists, in particular,

- where the financial position of the other party deteriorates materially, or
- where insolvency proceedings are opened over the assets of the other party, or the opening of such proceedings is refused for lack of assets, or where the underlying software license agreement is terminated, rescinded, avoided, or otherwise ends. Any termination requires written form.



License fee and payment terms

License fee: The customer must pay the license fee in advance in accordance with the agreement reached for use of the i-doit Software. The license fee is based on the price list in effect at the time of the customer's specific license order. Prior to full payment of the license fee, all data carriers and the documentation handed to the customer remain subject to retention of title.

Due date: The license fee is due in advance for the respectively agreed period, generally three (3) business days after conclusion of the license agreement. Default interest, as between entrepreneurs, amounts to nine percent (9%) above the applicable base rate.

Maintenance flat fee: The customer will remunerate the additionally booked maintenance services with an annual maintenance flat fee. The amount of the maintenance flat fee is based on the price list of i-doit in effect at the relevant time and is payable in full (100%) even where the maintenance agreement commences during the course of a year.

Paying agent for third-party providers: Billing and collection of the license fee for usage rights acquired from third-party providers is carried out by us solely in the name and for the account of the third-party provider. Our role is exclusively that of a paying agent. Upon receipt of payment by us, payment is deemed to have been made to the third-party provider.

Remuneration for additional services and uses: The customer may book additional services in connection with the software via i-doit Basic or i-doit Advanced pro Support, subject to the i-doit support terms. Remuneration for additional services under the i-doit Basic or i-doit Advanced pro Support offerings is invoiced separately and is likewise generally payable three (3) business days after conclusion of the license agreement. Where the customer uses the i-doit Software to an extent that exceeds the usage rights acquired, whether qualitatively (as to the type of use permitted) or quantitatively (as to the number of licenses acquired), we are entitled to invoice the customer subsequently for a reasonable license fee for the additional use. We reserve the right to claim damages and to terminate the agreement for cause.

Net prices and remuneration: All prices and remuneration are exclusive of value-added tax at the applicable statutory rate.



Miscellaneous: The customer may set off only claims that we have acknowledged or that have been finally and non-appealably established by a court. Except within the scope of section 354a HGB, the customer may assign claims under this agreement to third parties only with our prior written consent. The customer has a right of retention, or a defense of an unperformed contract, only within this contractual relationship.

Claims for Defects in Purchased Goods

Warranty: i-doit warrants that the software and the user documentation possess the agreed condition and that use by the purchaser, within the contractually agreed scope, in the country of first acquisition of the software, is not impeded by any third-party rights other than those disclosed. i-doit is not liable for deviations from the agreed condition, or for conflicting rights, resulting from use contrary to the agreement or from unauthorized modifications.

Subsequent performance: i-doit has the right to elect whether to remedy a defect by repair or by replacement delivery. The same applies correspondingly to defects of title. Subsequent performance is also deemed to include i-doit's provision of temporary solutions to the purchaser, provided these remedy the defect. The same applies where the defect can be avoided by a different manner of use, provided the purchaser can continue to reasonably use the software. The purchaser is obliged to accept a new software version, provided the contractually agreed scope of functionality is preserved and acceptance does not result in material disadvantages for the purchaser. Subsequent performance includes, where necessary, adjustment of the user documentation.

Failed subsequent performance: Following two failed attempts at subsequent performance, the purchaser may withdraw from this agreement, or demand a reduction of the purchase price and damages in accordance with the statutory provisions. This is subject to the condition that the purchaser has, after the second failed attempt at subsequent performance, unsuccessfully requested i-doit in writing to remedy the defect within a reasonable period, giving notice that it will otherwise exercise its statutory warranty rights.

Limitation period: The limitation period for warranty claims is twelve (12) months. This also applies to claims for damages, with the exception of claims arising from intentional or grossly negligent conduct, claims for damages arising from injury to life, body, or health, and claims under the German Product Liability Act. The limitation period begins when i-doit makes the download link, including access data, available.



i-doit Cloud – SaaS

Paid tariff: The following provisions govern the grant, for consideration and limited in time to the term of the agreement, of use of the i-doit cloud software within the customer's business via the internet, as well as the provision of storage space on i-doit's servers.

Free tariff: Where offered by i-doit, the customer may also choose a free tariff, to which these Terms and Conditions likewise apply. Under the free tariff, the functionality of the i-doit cloud software is partially limited. The customer's right of use under the free tariff automatically ends if the customer does not use the tariff for 30 consecutive calendar days.



Services of i-doit; Software and Storage Space

Right of use: i-doit grants the customer the right to use the most current version of the i-doit cloud software, for the agreed number of authorized objects, via the internet by browser access. i-doit will transmit access data to the customer electronically without delay following conclusion of the agreement.

Functionality and availability: i-doit warrants the functionality and availability of the i-doit cloud software during the term of the contractual relationship and will maintain it in a condition suitable for contractual use. Additional IT services to be provided by i-doit for quality control of the i-doit cloud software are governed by the Service Level Terms.

User documentation: The functional scope of the i-doit cloud software results from the continuously updated user documentation available at <https://www.i-doit.com>. The user documentation is also accessible at any time during use of the software.

Updates: i-doit may update and further develop the i-doit cloud software at any time, and in particular adapt it on account of changes in the legal environment, technical developments, or to improve IT security. i-doit will give appropriate consideration to the customer's legitimate interests and will inform the customer in good time of necessary updates. Where a material impairment of the customer's legitimate interests results, the customer has a special right of termination.

No customization: i-doit does not owe adaptation to the customer's individual needs or IT environment, unless the parties have agreed otherwise.

Maintenance: i-doit will carry out regular maintenance of the i-doit cloud software and will inform the customer accordingly in good time.

Storage space: i-doit provides the customer with storage space for the storage of data and for purposes of using the software. i-doit will ensure the retrievability of the data in connection with use of the i-doit cloud software.

Data backup: i-doit will implement measures to protect the data in accordance with the state of the art.

Ownership of data: The customer remains the owner of the data stored on i-doit's servers and may demand its return at any time.



Scope of Use and Rights

Provision of i-doit cloud: No physical provision of the i-doit cloud software to the customer takes place.

Browser access: For the contractually specified number of objects, the customer receives simple (i.e., non-sublicensable and non-transferable) rights, limited in time to the term of the agreement, to use the most current version of the i-doit cloud software via browser access, in accordance with the contractual provisions.

Use of the i-doit cloud software: The customer may use the i-doit cloud software only within the scope of its own business activity and through its own personnel. Any further-reaching use of the i-doit cloud software by the customer is not permitted.



Support, Service Levels, Fault Rectification

Support service: i-doit will establish a support service for customer inquiries relating to functions of the i-doit cloud software. Further details on the availability of the i-doit cloud software, maintenance windows, and fault rectification are set out in the Service Level Terms.

Fault notifications: The customer must report faults without delay to the contact details specified on i-doit's website, failing which the legal consequence under section 536c BGB shall apply.

Customer Obligations

Protection of access data: The customer must protect and safeguard the access data provided to it, in accordance with the state of the art, against access by third parties. The customer will ensure that use occurs only within the contractually agreed scope. Any unauthorized access must be reported to i-doit without delay.

Use of storage space: The customer must not store on the storage space provided any data whose use would violate applicable law, regulatory orders, third-party rights, or agreements with third parties. The customer will check data for viruses or other harmful components before storing or using them in the software, and will employ measures corresponding to the state of the art for this purpose (e.g., anti-virus software).

Own data backup: The customer is responsible, on its own authority, for carrying out regular, appropriate data backups.



Warranty

Application of tenancy law: The warranty provisions of German tenancy law (sections 535 et seq. BGB) apply to the grant of use of the i-doit cloud software and to the provision of storage space.

Notification of defects: The customer must notify i-doit of any defects without delay.

Scope of the warranty: Warranty is excluded for only immaterial reductions in the fitness of the service for its intended purpose. Strict (fault-independent) liability under section 536a(1) BGB for defects already existing at the time of conclusion of the agreement is excluded.

Defects of Title; Indemnification

Third-party rights: i-doit warrants that the i-doit cloud software does not infringe any third-party rights. i-doit will, upon first demand, indemnify the customer against third-party claims arising from infringements of intellectual property rights attributable to i-doit in connection with contractual use of the software, and will reimburse the costs of reasonable legal defense. The customer will promptly inform i-doit of any claims asserted against it by third parties on account of contractual use of the i-doit cloud software, and will grant i-doit all powers of attorney and authority required to defend against such claims.

Data storage: The customer represents that the content and data stored on the servers, and their use and provision by i-doit, do not violate applicable law, regulatory orders, third-party rights, or agreements with third parties. The customer will, upon first demand, indemnify i-doit against claims asserted by third parties



Remuneration and Payment Terms

Fee: The customer must pay the agreed fee, plus statutory value-added tax at the applicable rate, generally three (3) business days after conclusion of the license agreement, in advance.

Price adjustments: i-doit is entitled to change the agreed remuneration. The customer has the right to terminate this agreement early, effective as of the date of the price adjustment. Such termination is effective if given in the written form agreed for ordinary termination and received by i-doit no later than four (4) weeks before the date on which the fee change takes effect.

Invoicing: Invoicing takes place, depending on the agreement reached, before the start of the term or of the next term period, as applicable.

Contract Term and Termination

Term: The parties conclude a fixed-term agreement running from the agreed commencement date to the specified end date.

Automatic renewal and termination: The agreement automatically renews for successive periods of 12 months each, unless the customer or i-doit gives notice of termination at least two (2) weeks before the end of the specified term. The right to terminate for cause without notice remains unaffected. Termination requires written form pursuant to section 126 BGB in every case.

Retransfer of data: Following termination of the agreement, i-doit will provide the customer with reasonable support in retransferring the data and will make an export function available to the customer for six months after the end of the agreement.

Deletion of data: i-doit will irretrievably delete all of the customer's data remaining on its servers upon expiry of six months following termination of the contractual relationship. i-doit has no right of retention or lien over the data.



Data Protection

Data protection law: Personal data of the customer processed in connection with the use of i-doit cloud is protected under the General Data Protection Regulation (“GDPR”), with which i-doit complies.

Personal data: Where and to the extent i-doit has access to personal data of the customer in the course of providing its services, the parties will, before the commencement of processing, enter into a corresponding data processing agreement pursuant to Article 28 GDPR. In that case, i-doit will process the relevant personal data solely in accordance with the provisions set out therein and the customer’s instructions.

Confidential information: i-doit undertakes to maintain confidentiality with respect to all confidential information (including trade secrets) that we learn of in connection with this agreement and its performance, and not to disclose, pass on, or otherwise use such information vis-à-vis third parties. “Confidential information” means information that is marked as confidential or whose confidentiality is evident from the circumstances, irrespective of whether it was communicated in written, electronic, embodied, or oral form. This confidentiality obligation does not apply where i-doit is required to disclose the confidential information by law or by a final and binding decision of an authority or court. i-doit undertakes to agree corresponding confidentiality obligations, of equivalent content to the foregoing, with all employees and subcontractors.



Customer's Cooperation Obligations

Duty to inspect and give notice of defects: The customer must inform itself of the essential functional characteristics of the i-doit Software. The customer bears the risk as to whether the software meets its own needs and requirements, or those of its own customers. The customer is obliged to inspect the software without delay upon delivery or upon its being made accessible, in accordance with the commercial-law provisions of section 377 HGB, in an expert manner, and to give written notice of any defects identified, with a precise description of the fault. The customer will thoroughly test each module for suitability for use in the specific situation before commencing productive use. This also applies to programs the customer receives under warranty or a support agreement.

Ensuring functionality: The customer will take appropriate precautions in case the program fails to operate properly, in whole or in part (e.g., through data backup, documentation of software use, fault diagnosis, regular review of results, contingency planning). It is the customer's responsibility to ensure the functionality of the program's operating environment.

Usage behavior: i-doit is entitled to collect exclusively usage-related data, such as the number and category of objects, installed Add-ons, and monthly logins, in order to improve product quality and to verify whether the agreed license – in particular as to the number of objects – is sufficient.

Duty of review when using the AI Assistant: The integrated AI chatbot (the "AI Assistant") is intended only as a tool for the customer. Outputs generated by the AI Assistant may not always be correct, clear, or complete. The customer must always check the outputs received for accuracy and plausibility in relation to the specific use case. Before an output of the AI Assistant is treated as correct, it must be reviewed by the customer itself. As a general matter, the customer should not rely solely on the output of the AI Assistant, but should consult additional sources and professional advice.

Duty to notify when using the AI Assistant: When using the AI Assistant, the customer is subject not only to duties of review and verification of the output received. The customer is further obliged to notify i-doit promptly of any output of the AI Assistant that it considers to be incorrect.

Miscellaneous: If third parties assert rights in the i-doit Software, the customer must notify us of this without delay in writing. Where the customer makes the i-doit Software available to a third party in accordance with these Terms and Conditions, it must impose corresponding obligations on that third party.



Liability

Scope of liability: We are liable without limitation

- in cases of intent or gross negligence;
- for injury to life, body, or health;
- under the provisions of the German Product Liability Act; and
- to the extent of any guarantee assumed by us in an individual case.

Limitation: In the case of a slightly negligent breach of an obligation that is material to achieving the purpose of the agreement (a cardinal obligation), our liability is limited, as to amount, to the loss that is foreseeable and typical for the type of transaction in question. No further-reaching liability exists. In particular, under rental-type arrangements, i-doit is not liable, on a fault-independent basis, for initial defects (section 536a(1), first alternative, BGB), unless the conditions of the paragraph above are met. These limitations of liability also apply to the personal liability of our employees, representatives, and officers.

No contractual liability for developed third-party Add-ons: i-doit assumes no warranty, contractual liability, or guarantee whatsoever with respect to third-party Add-ons, or to content and service descriptions posted by third-party providers in the Add-on and Subscription Center, unless expressly warranted to the customer in writing. i-doit is not obliged to ensure performance of agreements concluded between the third-party provider and the customer. Any liability claims by the customer against us in connection with third-party Add-ons offered in the Add-on and Subscription Center, insofar as not already excluded under the foregoing paragraph, are limited to intent. The customer bears the burden of proof as to fault and the degree of fault.

Exclusion of liability – AI Assistant: i-doit assumes no liability for the accuracy, completeness, or usability of any generated outputs of any kind. The customer alone bears responsibility for decisions, actions, and results based on such outputs. Any liability of i-doit for damages or claims arising from use of the AI Assistant is excluded to the extent permitted by law.

Indemnification – AI Assistant: The customer undertakes, to the extent permitted by law, to indemnify and hold harmless i-doit and its affiliated companies, together with their personnel, from and against all costs, losses, liabilities, and expenses – including reasonable attorneys' fees – arising from third-party claims arising out of, or in connection with, use of the AI Assistant or breach of an obligation connected therewith.



Confidentiality and Data Protection

Confidential information: The parties undertake to treat as confidential, even beyond the end of the agreement, all items made available to them, or becoming known to them, by the other party before or during performance of the agreement (e.g., software, documents, information) that are legally protected, contain business or trade secrets, or are designated as confidential – unless they have become publicly known without breach of the confidentiality obligation. The parties will store and safeguard such items so as to exclude access by third parties.

Access to confidential information: The customer will make confidential contractual items accessible only to employees and other third parties who require such access to perform their duties, and will instruct such persons regarding the confidential nature of the contractual items.

Processing of customer data; no use for the AI Assistant: We process the customer's data required for the performance of the business relationship in compliance with applicable data protection law. i-doit does not use inputs made to the AI Assistant for purposes of training the AI system.

Reference customer: We may publicly identify the customer as a reference customer following conclusion of the license agreement and may use its logo and name for that purpose.



Miscellaneous Provisions

Place of performance: The place of performance for our deliveries and services, and for the customer's payment obligations, is i-doit's registered office.

Jurisdiction: To the extent the customer is a merchant (Kaufmann), a legal entity under public law, or a special fund under public law, our registered office is the exclusive place of jurisdiction. We may, however, also bring proceedings against the customer before the courts having jurisdiction over its general place of jurisdiction.

Governing law: All legal relationships between us and the customer are governed exclusively by the law applicable to legal relationships between domestic parties within the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Conciliation body: The parties agree that, in the event of any disputes arising out of or in connection with this agreement, or any extensions or supplements to it, which they are unable to resolve between themselves, they will refer the matter to the conciliation body of the Deutsche Gesellschaft für Recht und Informatik (German Association for Law and Informatics, www.dgri.de), for resolution of the dispute – in whole or in part, provisionally or finally – in accordance with its conciliation rules as in effect at the time conciliation proceedings are initiated. The limitation period for all claims arising from the disputed matter is suspended from the date of the request for conciliation until the conclusion of the conciliation proceedings; section 203 BGB applies accordingly.

Severability: If one or more provisions of the agreement, including these Terms and Conditions, are or become invalid, the validity of the remaining provisions is not affected. The invalid provision is to be replaced by a provision that comes closest to the economic purpose intended by the invalid provision. The same applies in the case of a gap in the agreement.

Applicable law; authoritative version: The business relationship between the parties is governed exclusively by German law. These General Terms and Conditions apply exclusively in the German language. Translations into English serve solely to facilitate understanding in international contractual and business relationships. In the event of any question of interpretation, the German-language version shall always prevail.



Support Services for i-doit Software

Support services: i-doit provides the customer service defined below, in the Basic Support and Advanced Support variants, thereby covering only service offerings that lie outside the warranty applicable to i-doit's rental or purchase license:

- assistance with the setup and parameterization of i-doit pro;
- support in the use of officially available interfaces;
- answering questions relating to the creation of the customer's own extensions;
- support with the commissioning of i-doit pro;
- answering questions regarding the handling of hotfixes, patches, updates, and upgrades.

i-doit will respond to support requests received by i-doit within its service hours within a reasonable period. i-doit's service hours for Basic Support are Monday to Friday, 10:00 a.m. to 4:00 p.m., excluding nationwide statutory public holidays and December 24 and 31; for Advanced Support, they are Monday to Friday, 9:00 a.m. to 6:00 p.m., excluding nationwide statutory public holidays and December 24 and 31.

A reasonable response period is deemed observed where i-doit responds within 24 service hours under Basic Support, and within 4 service hours under Advanced Support.

Requests may be submitted under Basic Support by online form or email, and under Advanced Support additionally via the Advanced Service Hotline to i-doit. Requests must be made through the contact persons notified to i-doit in writing by the end user. Under Basic Support, one contact person may be named; under Advanced Support, up to three contact persons may be named.

Support services for the software are limited to one instance per i-doit license and are provided only for the most recent version of the software programmed and released by i-doit, as well as for the version immediately preceding it. Where support services must be performed by remote data transmission, the customer must, at its own expense, establish the necessary technical prerequisites.

Other support services: In addition, i-doit offers, upon explicit request, other support services beyond those described above, for which separate remuneration is payable.



Transfer of the i-doit Software to third parties: Where the customer transfers an i-doit license, in a manner permitted under i-doit's Terms and Conditions, to an end user or to a company affiliated with the customer, the customer's rights under these provisions pass to the end user or the affiliated company, provided the customer has booked corresponding support services with us. Upon such transfer, the customer retains no further rights under these provisions. In any permitted transfer to a third party, the customer must expressly agree with the third party that it will comply with the requirements of these provisions. In particular, the customer must oblige the third party to directly assume and comply with all of the customer's obligations under these provisions. A split of acquired license volume packages, and a separation of licenses on the one hand and support services on the other, is not permitted.

Exceeding usage rights: Where the customer uses the software to an extent that exceeds the usage rights acquired, whether qualitatively (as to the type of use permitted) or quantitatively (as to the number of licenses acquired), i-doit is entitled to refuse support services. i-doit reserves the right to claim damages and to terminate the agreement, including without notice.

Support Services for Third-Party Add-ons

Third-party contracting party: With respect to support for third-party-developed software supplements offered via our sales platform, the customer's contracting party is exclusively the third-party provider.

No review of third-party support: i-doit does not provide support for software supplements of third-party providers. Requests must be addressed directly to the third-party provider. i-doit is not obliged to review support services provided in respect of third-party software supplements and assumes no liability for support provided by third-party providers. Support requests received by i-doit will be forwarded exclusively to the third-party provider.

Applicability of these Terms and Conditions: The contractual relationship between the third-party provider and the customer is governed by these Terms and Conditions, applied mutatis mutandis to the third-party provider. This does not apply to the extent the third-party provider has based its support offering on its own terms and conditions.



Remuneration

Support flat fee: The customer will remunerate the support services with a support flat fee. The amount of the support flat fee is based on the price list of i-doit in effect at the relevant time and is payable in full (100%) even where the support agreement commences during the course of a year.

Due date: The support flat fee is due in advance for the respectively agreed period, generally three (3) business days after conclusion of the support agreement. Default interest amounts to nine per-cent (9%) above the applicable base rate.

Remuneration for other support services: The parties are free to agree a different remuneration model for other support services.

Net prices and remuneration: All prices and remuneration are exclusive of any applicable value-added tax.

Term and Termination

Term: The support agreement is concluded for an indefinite term. It may be terminated by either party with two (2) weeks' notice to the end of the agreement, provided a term has been specified. Unless the customer or i-doit gives notice of termination, the agreement automatically renews for successive periods of 12 months each.

Extraordinary termination: The right of either party to terminate for cause without notice remains unaffected. Cause exists, in particular,

- where the financial position of the other party deteriorates materially, or
- where insolvency proceedings are opened over the assets of the other party, or the opening of such proceedings is refused for lack of assets, or where the underlying software license agreement is terminated, rescinded, avoided, or otherwise ends.

Written form: Any termination requires written form pursuant to section 126 BGB.

