

General Terms and Conditions of isento GmbH for Enterprise Customers

1. Scope

1.1 These general terms and conditions ("GTC") apply to the entire business relationship between isento GmbH, Ostendstr. 242, 90482 Nuremberg, (hereinafter "provider") and the customer, insofar as the customer is an entrepreneur within the meaning of § 14 civil Of the German Civil Code (BGB) or a legal person under public law (hereinafter "customer").

1.2 The provider does not recognize terms and conditions that conflict with or deviate from these terms and conditions, unless the validity of these terms and conditions is expressly agreed in writing. This also applies if the customer submits or accepts the offer with reference to the priority application of his own general terms and conditions.

1.3 The current version of these terms and conditions also applies to all future business with the customer. The current version of the terms and conditions is available on the Internet at <https://www.isento.de/agb>.

1.4 The provider expressly reserves the right to change these terms and conditions at any time and without giving reasons. The changed terms and conditions will be sent to the customer by email one month before they come into force. If the customer does not object to the changed terms and conditions within one month of receipt, the changed terms and conditions are deemed to have been accepted by the customer. The provider undertakes to point out the importance of the objection deadline and the consequences of a failure to object to the customer in the email containing the amended terms and conditions.

2. Offers, conclusion of contract, form

2.1 The contract is concluded by the customer's offer confirmation or the supplier's order confirmation after the customer has placed an order.

2.2 Orally, in writing or electronically (fax, email) placed orders and orders to the provider are only considered accepted if they have been confirmed by the provider in writing or electronically.

2.3 Unless otherwise stated, the provider's offers are non-binding. Fixed offers are binding for the provider for a period of 14 calendar days, the time of submission is decisive. This regulation can be replaced by a separate statement in the offer.

2.4 Technical and design deviations from descriptions and information in brochures, catalogs and written documents due to further technical developments, findings in the course of the project and technical constraints are reserved, without claims against the provider being asserted.

2.5 The customer is not granted ownership or rights of use to drawings, drafts, layouts, software and other materials and documents that are handed over as part of offers and contract negotiations. The transfer to third parties requires the express consent of the provider.

3. Cooperation

3.1 The contracting parties shall designate contact persons for each other who will coordinate all binding issues relating to the implementation of the contract. In the event of cancellation due to vacation, illness, etc., substitute persons must be named. The parties must notify each other immediately of any changes in the named persons. Until such a notification is received, the previously named contact persons are deemed to be entitled to make and receive declarations within the framework of their previous power of representation.

3.2 The contact persons agree on progress and obstacles in the execution of the contract at regular intervals and if there is a specific need.

3.3 The provider will issue a confirmation to be sent to the customer about the exchange of information and the agreements between the contact persons. The confirmation is binding for the agreements between the parties if the customer does not object immediately after receipt.

4. Services

4.1 The details of the service to be provided by the provider for the customer result from the service description on which the contract is based.

4.2 Without a separate agreement, the provider is not obliged to provide intermediate results, drafts, layouts, source files, etc. leading to the contractual performance.

4.3 The provider is entitled to provide partial services as long as these are reasonable for the customer.

4.4 Without a separate agreement, the patent, design, copyright and trademark protection or registrability of the ideas, suggestions, proposals, concepts, drafts and other services provided within the framework of the contract is not owed.

5. Contributions

5.1 The customer supports the provider in fulfilling its contractually owed services. This includes in particular the timely provision of information, materials, data (hereinafter "content") as well as hardware and software, insofar as the customer's cooperation requires this.

5.2 If the customer recognizes that his own information, requirements or content is incorrect, incomplete, ambiguous, legally questionable or not feasible, he must inform the provider immediately of this and the consequences that are apparent to him.

5.3 If data is to be prepared by the provider for the publication or continuation of the order or service, the customer will receive control overviews by email or web preview before publication. In the event of complaints about the data processed by the provider, the customer must immediately notify the provider in writing.

5.4 The data, templates and manuscripts required for processing or executing the order can be delivered to the provider electronically, by post or by courier. The customer has to bear the costs and risks for this.

5.5 The obligation to retain the data transferred to the provider and the data generated by the provider in the course of the service ends three months after the end of the order / service relationship.

5.6 Cooperation services of the customer, which are owed in the context of the contract, take place without special remuneration by the provider, unless something else is expressly agreed.

5.7 The provider will support the customer in the creation of the specification / service description. The specifications / the service description forms the basis of the services owed by the provider. The provider does not owe any services or functionalities not described in the specification / service description. The customer will check the specification sheet / service description on his own responsibility and confirm the services described in the specification sheet / service description to the provider in writing or release the specification sheet / service description. Changes after approval of the specification / the service description by the customer represent service changes acc. Point 6.

5.8 Should technical disruptions occur in the operation of the hardware or software managed by the provider, the customer will inform the provider of these disruptions immediately. The

customer undertakes to keep the access data for the administration of the hardware or software secret from unauthorized third parties. In particular, the user name and password must be stored in such a way that access to this data is impossible by unauthorized third parties, in order to prevent misuse of the access by third parties. The customer undertakes to inform the provider immediately as soon as he becomes aware that unauthorized third parties have knowledge of the password.

5.9 If the provider makes storage space available to the customer, the customer assures that he does not store any content on the storage space subject to the contract and make it publicly available, the provision, publication or use of which violates criminal law, copyrights, trademark and other labeling rights or personal rights and which are also not infringing the law in any other way. A breach by the customer of the stated obligations entitles the provider to extraordinary termination. If the customer violates this obligation, he is obliged to refrain from further violations, to compensate the provider for the resulting damage and to keep the provider free from claims for damages and reimbursement of expenses by third parties caused by the violation. The indemnification obligation also includes the obligation to completely exempt the provider of legal defense costs (court and lawyer fees, etc.). Other claims of the provider, in particular for blocking the content and for extraordinary termination, remain unaffected.

6. Changes in service

6.1 If the customer wishes to change the scope of the services specified in the contract, he shall inform the provider of this in writing. He will examine the customer's change request and its effects on the existing agreement. The exam is to be paid for at the provider's usual hourly rate.

6.2 The provider informs the customer of the result of the test. He will either submit a detailed proposal for the implementation of the change request or explain why the change request cannot be implemented.

6.3 If the change can be carried out according to the result of the examination, the contracting parties will coordinate the content of the proposal for the implementation of the change request. If an agreement is reached, the contract will be amended to that extent. If no agreement is reached, the original scope of services remains.

6.4 Agreed dates will be postponed, if and to the extent that they are affected by the change procedure, taking into account the duration of the examination, the vote on the change proposal and, if applicable, the change requests to be carried out plus an appropriate lead-in period. The provider will inform the customer of the new dates.

6.5 If the provider wishes to change the scope of the services specified in the contract, he shall notify the customer of this in writing and submit an implementation proposal in accordance with point 6.2. The further procedure is based on points 6.3 and 6.4. The provider bears the expenses associated with the preparation of the proposed change.

7. Approval / acceptance

7.1 At the request of the provider, the customer is also obliged to approve drafts and interim results, insofar as these can be sensibly assessed for themselves.

7.2 Change requests after approval represent a service change according to point 6.

8. Dates

8.1 The completion and / or delivery dates stated in correspondence, offers and contracts are non-binding, unless their binding nature has been expressly agreed in writing in individual cases.

8.2 The provider is not responsible for delays in performance due to circumstances in the customer's area of responsibility (e.g. failure to provide cooperation services on time) and force majeure (e.g. strike, lockout, general disruptions in telecommunications). They entitle the provider to postpone the provision of the relevant services for the duration of the handicap plus a reasonable start-up time. The provider will notify the customer of service delays due to force majeure.

8.3 If the assertion of the customer's rights requires the setting of a reasonable grace period, this is at least two (2) weeks.

9. Rights

9.1 Unless otherwise agreed, the provider grants the customer the right to use the services for the purposes on which the contract is based in the contractually agreed scope, subject to full payment of the agreed remuneration for the services provided. Unless otherwise agreed, the use or use is limited to a simple, non-exclusive and non-transferable right of use and locally to the area of Germany.

9.2 If the customer wishes to utilize work carried out or created by the provider in whole or in part beyond the originally agreed purpose or scope, a separate fee agreement must be made in advance to compensate for the rights of use.

9.3 Passing on the rights of use or the granting of sub-licenses is only permitted if it has been expressly agreed or if it results from the purpose of the contract.

9.4 Without special permission, the customer is not entitled to change or edit the services provided. Changes and edits that are necessary to achieve the purpose of the contract are excluded from this.

9.5 The customer is obliged to name the provider on the completed work and its copies.

9.6 Suggestions by the customer or his other cooperation have no influence on the amount of the remuneration.

10. External services

10.1 The provider will usually order third-party services necessary to fulfill the order in the name of and for the account of the customer.

10.2 The customer is obliged to give the provider the necessary powers of attorney upon request and to provide the power of attorney.

11. Compensation

11.1 If a fixed remuneration has been agreed, the provider is entitled to invoice partial payments for self-contained and independently usable parts of the agreed service.

11.2 If the remuneration is based on the time spent, then, in the absence of any other agreement, the applicable remuneration rates of the provider are applicable.

11.3 All contractually agreed remuneration is understood to be plus the applicable statutory sales tax.

11.4 If the remuneration is based on the time spent, expenses, expenses and travel expenses incurred by the provider as part of the order are to be borne by the customer and will be passed on at cost price.

11.5 Cost estimates by the provider are, unless otherwise agreed, non-binding. If it is foreseeable that the actual costs will exceed those estimated in writing by the provider by more than ten (10) percent, the provider will immediately inform the customer of the higher costs.

12. Terms of payment, right of retention, offsetting

12.1 Unless otherwise expressly agreed, all services are to be provided without discount within ten (10) days of the date of the invoice. The statutory rules apply with regard to the requirements and the consequences of default.

12.2 Offsetting against counterclaims is only permissible if these are undisputed or have been legally established. In addition, the customer can offset a counterclaim that has replaced a right of retention to which he is entitled from this contractual relationship.

12.3 The customer's right of retention is limited to the same contractual relationship and, in the case of defects, only in the amount of three times the expenditure required to remedy the defects. However, the customer can exercise his right of retention due to undisputed or legally established claims.

12.4 If the customer defaults on payment, the provider can block his services.

12.5 If the customer is in arrears with the payment of a not inconsiderable part of the remuneration for two (2) consecutive months or with an amount that corresponds to a monthly fee in a period longer than two months, the provider can terminate the contractual relationship for important reasons. Terminate reason without notice. An important reason for termination without notice for the provider also exists if insolvency proceedings over the customer's assets are applied for, opened or the opening is rejected due to insufficient assets.

12.6 In the event of default in payment, the provider can charge processing fees of EUR 10.00 for each unauthorized return debit. The customer reserves the right to prove that no damage has occurred or that it is significantly lower.

13. Claims for defects

13.1 In the event that a delivery is defective, the customer is entitled to supplementary performance. The provider is obliged to provide supplementary performance in the form of rectification of defects or delivery / manufacture of a new, defect-free item, at its option. In the case of a replacement delivery, the customer is obliged to return the defective item.

13.2 If the subsequent performance fails, the customer can choose to either reduce the price or withdraw from the contract without observing a deadline. This also applies if the provider refuses supplementary performance or the supplementary performance is unreasonable for the customer.

13.3 The limitation period for claims for defects is one (1) year from the statutory limitation date.

14. Liability

14.1 The provider is fully liable for damage caused willfully or grossly negligently by legal representatives, executives or vicarious agents of the provider.

14.2 In the case of a slightly negligent breach of an essential contractual obligation (cardinal obligation), the obligation to pay compensation is limited to the typical, foreseeable damage. In addition, liability for damage caused by slight negligence is excluded. Point 14.3 remains unaffected.

14.3 Liability for personal injury, ie for injury to life, limb or health, is based on the statutory provisions.

14.4 The customer is liable in accordance with the statutory provisions.

14.5 In the event of data loss or destruction, the provider is only liable if he caused the destruction willfully, with gross negligence or due to a breach of an essential contractual obligation.

15. External content, domain names

15.1 The provider is not responsible for materials and content provided by the customer. The provider is not obliged to check the materials and content for possible legal violations, but will inform the customer in good time of any significant risks that are easily recognizable from his point of view.

15.2 In the case of the commissioned registration of domain names specified by the customer by the provider, it is the responsibility of the customer to check for infringements of trademarks, third-party marks, names or other property rights.

15.3 The customer is responsible for checking the legal admissibility of any advertising campaigns commissioned by the customer and ensuring this. The provider is not responsible for any legal review of the promotion. The customer also ensures that all owners of the e-mail addresses supplied by the customer have given their legally effective consent to receive mailings, newsletters, etc.

15.4 In the event that claims are made against the provider due to the materials, content, addresses, e-mail addresses etc. provided by the customer, the customer indemnifies the provider and indemnifies him internally from claims by third parties.

16. Retention of title

16.1 All delivered physical, intellectual and electronic services remain the property (reserved goods) of the supplier until all financial claims of the supplier from his business relationship with the customer have been met in full, even if payments have been made for the specific service.

16.2 In the event of compulsory enforcement measures, the customer must notify the provider immediately.

16.3 The customer may sell or process the reserved goods in the ordinary course of business and as long as he is not in default.

17. Confidentiality, mentioning of references

17.1 The contracting parties agree to confidentiality about the content and the structure of the terms of this contract and about the knowledge gained during its execution.

17.2 Confidentiality also applies beyond the termination of the contractual relationship.

17.3 If a contracting party so requests, the documents handed over by it must be returned to it or destroyed after the contractual relationship has ended, unless the other contracting party can assert a legitimate interest in these documents.

17.4 Press releases, information, etc., in which one contracting party refers to the other contracting party, are only permitted after prior written agreement - including by email. Regardless of this, the provider may name the customer on his website or in other media as a reference customer and reproduce and disseminate the services provided in the context of self-promotion, as well as publicly reproduce and refer to them for demonstration purposes, unless the customer can do something to the contrary assert a legitimate interest.

17.5 The customer is advised that email and the Internet are an open medium. The provider assumes no liability for the confidentiality of emails and the Internet. At the customer's request, e-mail communication can be carried out using other media.

17.6 The provider and the customer will also oblige third parties, in particular subcontractors, freelancers, etc., to maintain confidentiality.

18. Data protection

18.1 The provider is entitled to save the data relating to the specific order and to process and use this data for operational purposes in accordance with the statutory provisions. The customer is hereby informed that the provider saves his full address as well as other information provided to the provider in the course of the contractual relationship in machine-readable form and machine-processed for information resulting from the contract. Other data that the provider collects, stores and uses for other purposes within the framework of the contract are not personal.

18.2 Passing on to third parties is permitted if and insofar as this - for example when registering domains or similar. - is the subject of the contract.

19. Final provisions

19.1 Unless otherwise agreed, the place of performance is the location of the provider's branch.

19.2 The exclusive place of jurisdiction for all legal disputes arising directly and indirectly from the contractual relationship as well as about its emergence and effectiveness is Nuremberg. This also applies to disputes regarding the contractual relationship relating to documents, bills of exchange and checks. However, the provider has the right to take legal action against the customer at his place of residence or business.

19.3 German law applies to all legal issues arising from the order and its processing, excluding the United Nations Convention on Contracts for the International Sale of Goods.

19.4 Should one or more individual provisions of these terms and conditions be invalid for any reason, this shall not affect the validity of the remaining provisions. Insofar as these GTC contain loopholes, these should be filled by a regulation that takes into account the economic purpose of the contract.

19.5 If the parties have agreed provisions that differ from these General Terms and Conditions (GTC) in individual contracts, these individually agreed provisions take precedence over these GTC.

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