

## Subscription contract

General contractual terms for the regular software and support services of Hallo Welt GmbH

Version 2.3

Valid from: 1 November 2021

## 1. Definitions

Hallo Welt! GmbH (referred to hereafter as **Hallo Welt!** or the **Provider**) is an IT service provider based in Regensburg and creator of the open-source wiki software BlueSpice MediaWiki. The company Hallo Welt! offers business customers (referred to hereafter as the **Customer**) regular IT services via subscription contracts. This subscription contract sets out the general conditions between Hallo Welt! and its customers for the subscription services offered.

Further definitions used in these general conditions:

**Subscription:** A subscription enables the temporary use of services from Hallo Welt!. When a subscription contract is concluded, a continuing obligation is created between the two parties. The subscription affords the Customer the right to services from Hallo Welt! for the duration of the contract.

**Contracted software, software covered by the contract:** Open source software made publicly available or available for download including patches, updates and upgrades for this open source software, insofar as they are contractually owed. The software includes open source software developed by third parties as well as individual programming work from Hallo Welt!. The scope of this contracted software is defined in a software catalog.

**Software catalog:** A publicly accessible catalog of the software covered by the contract.

**Service description:** The service description determines which services from Hallo Welt! are to be performed and what fees can be charged.

**Service fees, fees:** The amounts to be paid by the Customer to Hallo Welt! for the services subscribed to.

**Supported use-cases:** The application of the software for particular purposes (e.g. as production system or developer system). Every subscription is tied to a specified use.

**Edition:** The functional composition of software packages (e.g. the edition BlueSpice free or BlueSpice pro).

**Server environment:** The system environment of the contracted software:

- a) **On premises:** The provision of the contracted software on servers maintained by the Customer.
- b) **Cloud, cloud-services, cloud-hosting:** The provision of the contracted software on servers maintained by Hallo Welt! or third parties.

**Number of users:** The number of user accounts allowed in a software unit. A user is an account with the authorization to log in to a wiki. All activated accounts count towards the number of users for a subscription. On the other hand, deactivated accounts, or deleted or anonymous users do not count towards the number of users.

**Service package:** Additional services and support to be provided.

**Software unit:** A installed copy of the contracted software subscribed to. Every software unit requires a subscription. A distributed system also counts as a software unit.

**Distributed system:** Server architecture with which the contracted software is provided via interconnected servers to increase performance or availability, for example, through parallel data processing. Distributed systems either require multiple copies of the contract software (e.g., in multiple web front-end servers) or are characterized using additional search and application servers. The use of a central database server or a central authentication system are standard procedures for the secure operation of the software and are not to be considered as a distributed system.

**Major release / major version:** The publication of an edition of the contracted software with fundamental changes in software architecture and system requirements, or also with significant changes in functional scope, in the user guidance or the user interface. Major releases are signified by changes to the main version number (for example BlueSpice 3.x to BlueSpice 4.x) or by changes to the product name.

**Minor release / minor version:** The publication of an edition of the contracted software to improve the user guidance and extend the functional scope with negligible changes to the system requirements or user interface. Minor releases are signified in changes to the number after the dot (for example BlueSpice 4.1 to BlueSpice 4.2).

**Patch release:** The publication of an edition of the contracted software to remedy software errors (bugs), due to security issues, to maintain compatibility with system requirements or make small improvements to the user guidance. Patch releases are signified in changes to the patch number (for example BlueSpice 4.1.1 to BlueSpice 4.1.2).

**LTS (long term support):** A stable version of a piece of software which is supported over a longer period than other published versions. LTS versions of a piece of software are supplied with security updates for longer.

**Upgrade:** A jump in software version for the contracted software from the last major release to the current one.

**Update:** A jump in software version of the contracted software within a single major release. This is generally provided to the Customer in small releases (minor and patch releases). The contracted software provided offers small changes and improvements in functions, and error correction.

**Patches:** Reworked sections of code to eliminate faults.

**Release notes:** Published documentation of all changes in a new software version.

**Software maintenance:** The provision of updates and patches.

**Support:** Services for the upkeep of the operation, for fault rectification of the contracted software and for its use:

- a) **First level support:** Answering familiar frequently asked questions in a standardized form.

- b) **Second level support:** Enhances first level support with training at the workplace and the documentation of newly developed solutions to make the knowledge of the first level support useful. If an inquiry's complexity goes beyond the know-how or the technical possibilities of second level support, it is forwarded to the third level support. Tickets, too, whose solution requires intervention in the program logic or the database will be forwarded to the third level support.
- c) **Third level support:** Third level support is comprised of specialists from the Hallo Welt! software development team and is the highest level of escalation in the support organization.

## 2. Scope of application

- a) The following conditions govern the rights and duties relating to services from Hallo Welt! for customers which are enterprises, legal persons under public law or public special assets. An enterprise is any natural or legal person or a company or partnership capable of being subject to legal rights and duties which is exercising its commercial or freelance activity when concluding a legal transaction (**enterprise**).
- b) This contract is not aimed at customers who are consumers. A consumer is any natural person concluding a legal transaction for purposes which are predominantly not attributable to their commercial or freelance activities (**consumer**).
- c) Contractual terms from the Customer which differ from or supplement this contract are excluded; they are not valid even if Hallo Welt! has not explicitly contradicted them.

## 3. The coming into effect of the contract

- a) The Customer can offer to conclude a contract via the website of Hallo Welt! within an order and payment system. By using the confirmation button as part of this order and payment system, the Customer gives a binding offer to conclude a contract. The contract between the Customer and Hallo Welt! comes into effect when the binding offer is accepted by Hallo Welt! and confirms the completion of the contract to the Customer in text form.
- b) The Customer can make an offer to conclude a contract independently of the Hallo Welt! order and payment system in written or text form. In this case, the contract is concluded when Hallo Welt! accepts the Customer's offer and confirms the completion of the contract to the Customer in text form.

## 4. Components of the contract

- a) The contract consists of the following components:
  - a. This subscription contract which creates the framework so that Hallo Welt! can provide the necessary software and services for the Customer, and
  - b. the additional descriptions of the services in the appendix, which make concrete the contractual services of the subscription chosen by the Customer.
- b) Additional services which are not recorded in this contract must be separately contractually agreed.

## 5. Subject of the contract

- a) The subject of the contract is services defined in the service descriptions, which are to be provided regularly by Hallo Welt!, to which the Customer is entitled for the duration of the contract to the contractually agreed extent. The exact extent of the services is determined by the confirmation of the order sent to the Customer by Hallo Welt!
- b) The Customer's subscription includes, depending on the services they have chosen, one or more of the following points:
  - a. **Software provision ("software subscription"):** creation of access to the contracted software; software maintenance and upgrades of customer-specific adaptations;
  - b. **Product support, analysis and help with faults:** provision of support services for the ongoing operation of the contracted software;
  - c. **Service package ("service subscription"):** subscription to further services;
  - d. **Cloud services:** the provision of additional services to operate the contracted software on servers belonging to Hallo Welt!.
- c) The subject matter of the contract is the subscriptions of each software unit.
- d) Changes to the contract due to changes in the performance features of the services by the Customer
  - a. For the duration of the contract, Hallo Welt! offers the Customer the possibility of extending the services in their subscription or concluding additional subscriptions for further software units (the use of the contracted software as a production system, the use of a more comprehensive edition, an increase in the number of users, or the use of further software units than that originally contractually agreed). The Customer can, at any time during the contract, explicitly or tacitly, i.e. with conduct implying intent, make an offer to extend the existing subscription or conclude further subscriptions with Hallo Welt! as part of this contract. If the Customer uses the contracted software in a way that differs from the booked scope of services as a "more" and thus is to pay Hallo Welt! additional fees, this usage constitutes an implicit offer to change the con-

ditions regulated in this contract. This offer by the Customer, whether explicit or implicit, is accepted by Hallo Welt! with immediate effect in anticipation. The change to the contract thus arising including higher fees comes into effect immediately.

- b. For the duration of the contract, the Customer has the option to reduce the scope of services (downgrade). Such a downgrade is to be seen as a partial termination of the contract, and thus is governed by the termination rules from para. 20.
- c. The Customer has to pay the corresponding service fees since the change of contract without prejudice to the other legal rights due to Hallo Welt!.
- e) The Customer can change the performance features of the services without having to terminate the previous subscription contract and/or take out a new subscription. The Customer must notify Hallo Welt! in writing of a change to the service package. The change requires the agreement of Hallo Welt! in advance in text form.
- f) The parties can contractually agree that the Customer's associated companies may use the services as part of the subscription contract, insofar as this contract is integrated into the agreement and is also valid for the Customer's associated companies. An associated company is a company which controls a majority interest in the Customer's company or exercises control over this company; is under the control of the Customer's company or in which the Customer's company holds a majority interest; or together with this company is under the control of or majority owned by a third company. Here, "control" is the exercise of direct or indirect power of disposition, a controlling influence over the management and policies of the company be it by owning voting securities, by contract, or other means.

## 6. Provision of software

- a) Hallo Welt! provides the Customer the contractually agreed edition of software for the chosen system environment, and at a point of transfer described in the appendixes. The scope of the edition subscribed to by the Customer is published on the Web in a software catalog. The catalog's place of publication is described in the appendixes.
- b) Hallo Welt! offers further software maintenance services for the contracted software and continually provides patches and updates for download from a point of transfer described in the appendixes.
- c) The Customer only has the right to software maintenance and upgrades for the software covered by the contract. As part of a subscription, software maintenance and upgrades for customer-specific alterations can be agreed, subject to separate remuneration. On request for customer-specific extensions issued by Hallo Welt!, Hallo Welt! develops updates and patches within a major release and provides these for download. Hallo Welt! also supplies updates and patches within a major release for software from other producers (in particular MediaWiki, MediaWiki extensions) insofar as these are available. Updates and patches from third-party software, however, are provided only insofar as they are necessary for the operation of BlueSpice. Should a necessary update for third-party software not be available, Hallo Welt! will customize it, if commissioned by the Customer, for a fee. The fee is governed by § 15 (e).

- d) Hallo Welt! also provides the Customer upgrades to the contracted software to download. Upgrade procedures going over several major releases are not contractually owed. An upgrade to a customer-specific extension is only undertaken by Hallo Welt! after being separately commissioned by the customer for a fee.
- e) Should, during the life-cycle of the software provided, the scope of the software maintenance change or the distribution of third-party open-source software cease, Hallo Welt! will, after a period determined by Hallo Welt!, cease software maintenance and upgrades for old software versions or software which is no longer distributed.
  - a. After the publication of a minor version of the software to be provided which is the subject matter of the contractually obliged software maintenance and upgrades, Hallo Welt! will provide these contractually agreed services for a period of at least two years.
  - b. If Hallo Welt! ceases software maintenance for a software version, this will be announced to the Customer at least two months before the cessation via the release notes.
  - c. If Hallo Welt! ceases software maintenance services for a major release, the Customer may cancel the subscription contract in writing within a deadline of four weeks after the announcement from Hallo Welt! via the release notes published on the Web, with a termination period of two months from the end of the month.
- f) The software, software maintenance and upgrades provided to the user are protected by copyright. The exclusive rights of use for them belong as a basic principle to the creator.
  - a. Insofar as nothing else is agreed, Hallo Welt! uses free and open source licenses for the software provided from third-party providers, and also places the software it develops itself under a free open-source license (generally GPLv3).
  - b. The Customer has those non-exclusive usage rights for the software made available by Hallo Welt! which arise from the software license in question. For correct licensing, the Customer must accept the relevant applicable license conditions before use, and keep to them at all times.
- g) Hallo Welt!, when taking over the services governed by this contract, assumes a particular status of the software to be maintained. In order to be able to perform the services determined by this contract, Hallo Welt! relies on the fact that the Customer does not change the software themselves, but rather leaves all actions involving the source code to Hallo Welt!. For the duration of the contract, the contracting parties agree that all changes to the software code of the application are to be made by Hallo Welt!. Systems which are managed with a version control system (e.g. git) and all changes within interfaces cleared by Hallo Welt! (e.g. CSS changes) are exempt from these regulations.

## 7. Product support, analysis and help with faults

- a) Together with the provision of software, the Customer obtains product support. Product support affords, insofar as nothing else is regulated in the service descriptions, support with the installation of the contracted software, first and second level support for questions of application and configuration and help when using the software covered by the contract. Product support does not assist in code development; layout and design; system, network or architecture design; server optimization; implementation of security rules or regulations; rights management; or content design of websites which are provided with the software from Hallo Welt!.
- b) Product support for user questions (first-level support) is provided via a free online handbook which is continually updated by Hallo Welt!. Installation support is afforded by naming the system requirements and providing written installation instructions. Support when connecting the system to third-party systems or installation services by Hallo Welt! are not included.
- c) For deeper questions on the product, which are not documented or not sufficiently documented in the online handbook (second level support), but also for fault reports, Hallo Welt! provides the Customer a ticket system and, where appropriate, a telephone hot-line or sets up contact with a personal contact partner. In addition, two persons, named in writing by the Customer for Hallo Welt!, are able to submit questions regarding the use of the software to Hallo Welt!.
- d) Together with the software subscription, Hallo Welt! offers the Customer free analysis and assistance with faults to the contracted software:
  - a. Fault analysis: should faults become apparent during the handling or operation of the software which is the subject of the contract, the Customer will inform Hallo Welt! of suspected or proven program errors, depending on the agreement, via telephone, ticket system or email. The Customer will provide Hallo Welt! with all the information necessary for the analysis of the fault. Hallo Welt! will analyze the software and units affected by the error and give advice by telephone, email or via the ticket system on how the problem can be overcome.
  - b. Help with faults: should the fault analysis show that there is a fault in the software which is the subject of the contract, the Customer will receive information, by telephone, ticket system or email, on overcoming or avoiding the fault. Errors will be fixed with the development of correction programs (patches). Hallo Welt! expands on or improves the documentation of the software as far as necessary.
  - c. Hallo Welt! will process all faults and errors promptly. The response times given in the service agreement are valid here. The priority of the fault will be classified into three levels by the Provider.



Fault class	Reaction time
<p><b>Priority 1 (urgent)</b> The whole of the Customer's system is disrupted or there is a long-term problem in the program processes (e.g. a database crash), resulting in the full malfunction of the Customer's system. A fault of system parts which lead to disruption of all work processes also has priority 1.</p>	<p>Hallo Welt! will act without delay and inform the Customer of the status of the solution to the problem during the service time given in the service descriptions.</p>
<p><b>Priority 2 (medium)</b> Parts of the whole system are unusable due to a fault or there are significant problems in parts of the program processes.</p>	<p>Hallo Welt! will start working on a solution to the problem on the day of the fault report. The Customer will be informed of the status of the solution to the problem via the ticket system.</p>
<p><b>Priority 3 (low)</b> Small problems or requests, which do not bring the use of the program into question or which can be rectified by workarounds.</p>	<p>Hallo Welt! will start work on solving the problem within five working days and will inform the Customer of the status of the solution to the problem via the ticket system.</p>

- e) Hallo Welt! renders support services and fault analyses within the framework of the service times given in the service descriptions.
- f) Rectifying faults which are not covered by this contract, for example because they are not caused by the software covered by the contract but rather by incorrect operation, negligent or intentional damage to or changing of the program, will only be undertaken by Hallo Welt! after a separate agreement at the request of the Customer and subject to separate payment. Separate compensation is also due when it becomes clear in the fault analysis that the problem is not in the software covered by the contract.
- g) Should, during the life-cycle of the software provided, the scope of the software services change or the distribution of third-party open-source software cease, Hallo Welt! will, after some years, cease software services for old software versions or software which is no longer distributed. The following holds here:
  - a. After the publication of a minor version of the software to be provided which is the subject matter of the contractually obliged support services, Hallo Welt! will provide these contractually agreed support services for a period of at least two years.
  - b. If Hallo Welt! ceases support services for a software version, this will be announced to the Customer at least two months before the cessation via the release notes.
  - c. If Hallo Welt! ceases support services for a major release, the Customer may cancel the subscription contract in writing within a deadline of four weeks after the announcement from Hallo Welt! via the release notes published on the Web, with a termination period of two months from the end of the month.

## 8. Service packages and additional services

- a) Services which are not covered by the provision of software and product support are offered to the Customer by Hallo Welt! subject to compensation for time and materials.
- b) The Customer can subscribe to an annual service package (e.g. an allotted number of hours) at a reduced rate.
  - a. This is to be paid in advance when booking a service package.
  - b. Unless otherwise agreed, the term of a service package is one year. Unused service hours expire at the end of the contract year.
  - c. Additional services which can be billed as part of a service package are described in the appendixes.
  - d. Billing additional services by the hour at the list price is still possible.
- c) Further services such as individual training courses, consulting, project management and custom programming are not subject matter of this contract. The Customer can procure such services via a separate order, independently of this contract. The current list prices and the Hallo Welt! General Terms and Conditions are valid for such services.

## 9. Cloud services

- a) Depending on the services booked by the Customer, the Customer may have access to cloud services. Cloud services enable the Customer to use software from Hallo Welt!, which is saved on a Hallo Welt! server or a third party server, via an Internet connection.
- b) Hallo Welt! uses the currently offered versions of the software necessary for the cloud services. Software from third-party providers will be updated insofar as this is necessary for the operation of the overall system. Updating the contracted software and importing updates or patches will be announced in good time insofar as the use of the system is affected by the update.
- c) The software is only upgraded when this is commissioned by the Customer.
- d) The contracted software operated via cloud services remains on the Hallo Welt! servers or those of the third-party provider and is provided for use at the URL named in the appendix of this contract at the interface of the data network of the Provider or third-party provider to the Internet. The creation and upkeep of the data connection between the Customer's IT system and the point of transfer is not an obligation for Hallo Welt!.
- e) Hallo Welt! provides the contractually owed cloud services, insofar as nothing else is contractually agreed with an overall availability of 99.5%. The overall availability is calculated based on the downtimes time within the contract period in the relevant calendar month less maintenance times. Hallo Welt! has the right to carry out maintenance work between 17:00 and 21:00 on workdays for a total of two hours in the calendar month. Exceptions to this rule are downtimes caused by maintenance and software updates and times in which the webserver is not

- available on the Internet, due to technical or other problems which are not under the control of Hallo Welt! (force majeure, the responsibility of third-parties etc.).
- f) A refund of payments for stoppages to services which are caused by a fault lying outside the responsibility of Hallo Welt! is excluded.
  - g) Hallo Welt! can restrict access to the services insofar as this is required for the safety of the network operation, the upkeep of network integrity, and in particular to avoid serious disruption to the network, software or saved data.
  - h) Insofar as contractually provided for, the Customer can choose the size of the storage space provided or other performance features when ordering. The Customer then has the opportunity to store their data in the database set up for them, which they can access in connection with the use of the contracted software at their disposal. Hallo Welt! is only obliged, in this case, to provide the performance features named in the order. The Customer is responsible themselves for keeping to storage periods under commercial and tax law.
  - i) In case of notice of termination in accordance with paragraph 20, after a period of eight weeks, the Customer's data present in the database will be irrevocably deleted - meaning it cannot be reconstructed. This deletion does not take into account the quality, nature, intrinsic value or significance of this data for the Customer.
  - j) The Customer, after giving notice of termination, has the opportunity to download the data in the database set up for them by Hallo Welt!, which they have built up in the system as part of the use of the service. Hallo Welt! is not entitled to a possessory lien or lessor's lien (§ 562 BGB (German Civil Code)) on the Customer's data.
  - k) Depending on the contractually agreed service, Hallo Welt! takes care of sufficient backups against data loss should the server crash or should unauthorized third parties gain access. If nothing else is agreed, it is incumbent upon the Customer to ensure suitable data protection.
  - l) Both the software underlying the cloud services and also their optical presentation are works protected by copyright. The exclusive rights of use for them belong as a basic principle to the creator. During the term of this contract, the Customer has access to the cloud services made publicly available by Hallo Welt!. The Customer can use the cloud services provided by Hallo Welt! solely for the purposes named in the service packages with users mentioned by name.
  - m) The Customer is responsible for all content published via the cloud services - in particular for all contents of a hosted wiki. The customer is the owner of the contents published by him.
  - n) Customers are reminded that a legal obligation for labeling may arise, for example if teleservices or media services are offered on the Internet page. Customers must meet the obligations regarding supplying an imprint.
  - o) The Customer ensures that any content they save on the storage space covered by the contract, any content they place on the Internet and any content they send out will not be content whose provision, publication or use breaks any applicable law, including criminal law, copyright law, trademarks and other identification rights or personal rights. The Customer undertakes to provide no data or files containing malicious code, no chain letters and send no spam emails.

- p) Any breach by the Customer of the obligations named in § 9 m) to o) gives the Provider the right to extraordinary termination and to block access to the contracted software.
- q) If the Customer breaches any of the obligations named in § 9 m) to o), they are, beside the omission of further violation, bound to compensate the Provider for the resultant damages suffered and to be suffered. Other claims from Hallo Welt!, in particular to block content and extraordinary termination, remain unaffected.
- r) Services, products and server technologies from third parties may be necessary for the provision of cloud services. In order to ensure the services, products, and server technology for the Customer, Hallo Welt! has the right to subcontract to third-party providers. The Customer explicitly grants their agreement to the commissioning of third-party providers at this juncture.

## 10. Further regulations on service provision

- a) Software subscription and support services (e.g. installation) are generally provided online or by remote maintenance, unless an on premises service is individually agreed.
- b) Should the Customer wish it, the services are carried out at the place of installation should the data processing unit on which the program is installed be operational. This on-site service is subject to separate payment. Hallo Welt! decides whether the services are carried out by remote maintenance or on-site after consultation with the Customer.
- c) The employees of Hallo Welt! are not employed in any way by the Customer. The parties are not authorized to issue directives to each other.

## 11. Supported use cases

- a) Software subscribed to will be provided to the Customer when it is used for one of the supported use cases.
- b) The supported use cases associated with the contracted software also determine the type of subscription necessary. When the use of any part of the subscription is contrary to or contradicts a supported use case, the Customer is responsible for buying a subscription necessary to cover such a use.

<b>Use case</b>	<b>Description</b>
<b>Production system</b>	The software subscription is for production purposes. This means: the use of the software (a) in a production environment, (b) with the general use of live data and/or uses other than those for development purposes, (c) for the creation of a central master system to operate several instances (master wikis).
<b>QA system</b>	The software subscription is for quality assurance or development purposes. Development purposes means use of the software for the specific purpose of (a) software development, (b) the creation of prototypes, quality assurance or testing and (c) conception of software or hardware with which or on which the software will be run. This subscription also serves for backup instances (replicated or mirrored instances) or systems for training purposes. It may not be used for other purposes.
<b>Trial system</b>	This subscription includes services whose sole purpose is the temporary evaluation of the suitability of the software for future purchase from the Provider or one of the partners authorized by them. For the purposes of this evaluation, the prospective client is granted special conditions for the software subscription, for support services and cloud services. For this reason, this subscription may not be used for any other purpose (e.g. for production or development purposes).
<b>Developer system</b>	This subscription serves solely the purposes of development by accepted and registered developers, research projects at institutions of higher education (for example for the development of extensions or for debugging) or certified partners. It may not be used for other purposes (e.g. as a production system).

## 12. The Customer's obligations

- a) The Customer informs Hallo Welt! of the person responsible for the system and a deputy. The person responsible for the system and his or her deputy are the contact persons for Hallo Welt! as regards all questions concerning the carrying out of the contract, they issue the information necessary for the fulfillment of the contract and can either make decisions themselves or can cause them to be made.
- b) The Customer is obliged to inform Hallo Welt! immediately if the actual number of software units they are using or other performance features exceed the number of units for which the customer has paid the appropriate fees. They give notice of the number of additional units and the relevant date on which these units were first used. Hallo Welt! will invoice the corresponding services for these units.

- c) The Customer establishes, at their own cost, the prerequisites in terms of technology and infrastructure which are necessary on their side for the use of the software which is subject of the contract. This includes, in particular, keeping terminal equipment operational with browsers and their connection to the point of transfer via a remote data connection (e.g. an Internet connection). Hallo Welt! announces which browser types, databases, server technologies and operating systems are supported by the contracted software.
- d) The Customer will inform Hallo Welt! of faults which occur without delay and make reasonable efforts to assist in the investigation and rectification of the faults. For this purpose, in particular, written fault reports are to be provided and other data and protocols made available to Hallo Welt! on request which are suited to analysis of the fault, as far as these are available. § 536c German Civil Code (BGB) (notification of defects by the hirer) applies similarly.
- e) Hallo Welt! is able and has the right to perform services by remote maintenance. The Customer has to supply the technical prerequisites necessary for remote maintenance on their side. This is regulated more closely in the service packages.
- f) In case of on-site service provision, the Customer has to allow and make possible access to the data processing units on which the programs covered by the contract are installed for Hallo Welt! personnel. They will also maintain the functionality of those technical facilities necessary for the carrying out of the software maintenance work such as Internet access, electrical power, telephone connection and data transmission lines, and provide these to a reasonable degree free of charge.

### 13. Claims for damages from Hallo Welt!

- a) The Customer has the right to make use of the copyright protected services provided by Hallo Welt!, insofar as Hallo Welt! has rights to these services, only within the framework of the contracted agreement. Hallo Welt! is entitled to claims for damages from the Customer for usage which is contrary to contract.
- b) Usage is contrary to contract if, in particular:
  - a. there is provision of access to the software or software subscriptions to third-parties,
  - b. the services of this contract are used to support third-parties,
  - c. the software developed by Hallo Welt! is sold on by the Customer,insofar as this is not agreed.
- c) The extent of the claims for damages is measured on the basis of the licensing fees which Hallo Welt! normally charges for the use. Possible surcharges permitted under copyright law for missing rights of use and also claims for any further damages remain unaffected by this.

## 14. Rights of Hallo Welt! to verification of compliance

- a) Hallo Welt! or an agent commissioned by Hallo Welt! has the right, during the term of this contract and for a year beyond, to inspect the Customer's facilities, equipment and documents, to see whether the present contract is being observed.
- b) Such an inspection is only carried out during the Customer's normal business hours and is announced in writing by Hallo Welt! at least fourteen days in advance.
- c) Hallo Welt! informs the Customer of every violation.
- d) From the date of being informed, the Customer has fourteen days to pay for the subscriptions provided for the software units which have not been registered.

## 15. Remuneration

- a) Insofar as nothing else is explicitly agreed in the appendixes to this contract, the remuneration for Hallo Welt! is based on the service fees in force for the service package which is subject of this contract. The service fees include all fees for the services agreed in accordance with this subscription contract and the appendixes.
- b) Insofar as software needs to be licensed by an external provider for payment, Hallo Welt! will indicate this to the Customer within the framework of the software catalog published on the web. The fees for the download of software requiring payment are to be paid by the Customer. The contract does not create any obligation for Hallo Welt! to pay external providers when software requiring payment is downloaded by the Customer.
- c) The fees arise from the following performance features of the services: edition chosen, server environment chosen, number of users, number of software units, supported use case, chosen service package.
- d) Fees for further services (changes to the supported use cases, a more comprehensive edition, more users, additional service packages, more software units) are due immediately, see 5 d) a. Downgrades to the services including lower payment become effective subject to the termination regulations from paragraph 20 or, after agreement, at the end of a contract year.
- e) Hallo Welt! receives monthly remuneration for the maintenance and support of customer-specific adaptations delivered by Hallo Welt! which are not contained in service packages. The additional remuneration is shown separately in the order and invoicing documents.
- f) The relevant contractually agreed prices of the Hallo Welt! General Terms and Conditions are valid for services agreed in addition to this contract (for example adaptation and setting up of applications, training services or the transfer of an existing database from the Customer or another provider) which Hallo Welt! supplies at the Customer's request, and which are not subject matter of this contract.

- g) All fees are exclusive of additional taxes. The term "taxes" denotes all value-added, turnover, excise and other taxes including fines, penalty payments and interest, but not taxes which are exclusively raised on Hallo Welt! revenues. The Customer incurs these taxes and other costs such as customs duties which arise for Hallo Welt! in the carrying out of the services determined in this contract.
- h) The relevant service fee is to be paid in advance by the Customer for a contract year and is due for payment 14 days after invoicing if nothing else is contractually agreed. The timeliness of a payment is always determined by the receipt of the payment in Hallo Welt!'s business account.
- i) Hallo Welt! is entitled to increase the agreed rates reasonably after giving written notice. Such an increase comes into force six months after the end of the quarter in which Hallo Welt! has made the announcement at the earliest and may not increase the charges for the preceding twelve months by more than 10%. An increase in fees is excluded as a basic principle within the first contact year. Insofar as the Customer does not agree with the change to the price, they may cancel the contract in writing with a one-month notice period from the day on which the new fees would come into force.
- j) Independently from the subject matter of the contract, outstanding bills can be settled by bank transfer to the business account of Hallo Welt!, by payment via payment schemes (e.g. PayPal) or credit cards by detailing the order or invoice number or by delivery of checks drawn on domestic banks. Further methods of payment, in particular bills of exchange, material goods, money on account or assignment of accounts to third parties are not accepted. Any fees arising from the chosen method of payment (e.g. credit card fees) are paid by the Customer.
- k) The place of performance for Hallo Welt! is, unless a differing individual contractual agreement has been made, the place of business in Regensburg.
- l) Hallo Welt! has the right to reimbursement of the expenses required to carry out its activities arising from this contract. Insofar as nothing else is agreed between the parties, travel expenses and expenses for accommodation are to be reimbursed at normal rates (EUR 0.50 per km driven or second class train fares; up to EUR 140 per stay in a 4 star hotel when a receipt is presented).
- m) Should the Customer fall into arrears with the payments owed, then the legal regulations are valid. In particular, interest for delay is due at the statutory rate. The right to terminate without notice for good cause remains unaffected. In addition, Hallo Welt! may, after setting a reasonable time limit, block access for the Customer until they have fulfilled their payment obligations.



## 16. Warranty

- a) Hallo Welt! assumes the warranty for the agreed nature of the software developed by the Provider and made available to download, for software maintenance services and upgrades in the environment described in the system requirements, and for the Customer being able to use the software, software maintenance and upgrades developed by the Provider and made available to download without infringement of third-party rights. The warranty covering flaws and defects does not cover defects which involve the fact that the software, software maintenance or upgrades are used in a hardware or software environment which does not fulfill the system requirements; or changes and modifications which the Customer or a third-party makes to software, software maintenance or upgrades unless entitled hereto by law, this contract or due to a prior agreement by Hallo Welt! in writing. This does not cover cases in which this did not in any way give rise to the defects.
- b) The rectification of faults and damages for the software, software maintenance and upgrades made available to download by the Provider caused by improper handling by the Customer, by changes to the source code by the Customer, by the actions of third parties or force majeure and for which the customer has no claim for warranty, may in individual cases be agreed upon subject to special remuneration.
- c) Hallo Welt! assumes no warranty for the nature of third-party software provided to download. Similarly, Hallo Welt! assumes no warranty for defects of third-party software which is supplied with the contracted software in a container or virtual machine. This includes, in particular, operating systems. If the contracted software is supplied in such a container or virtual machine, Hallo Welt! only guarantees the functional operation of the whole container or the virtual machine in the form in which it is supplied.
- d) If the Customer is a registered trader, they are responsible for inspecting the software, software maintenance and upgrades without delay after receiving them for obvious defects, and, if they are present, to inform the Provider without delay. Otherwise the fault is considered approved and warranty for this defect is excluded. The same holds when such a defect presents itself later. § 377 German Commercial Code (HGB, Examination of goods by the customer) applies.
- e) The Customer supports Hallo Welt! in determining and rectifying defects, and grants inspection of the documents detailing the circumstances of the appearance of the defect without delay.
- f) In case of a material defect, Hallo Welt! is initially entitled to supplementary performance, thus at their own choice removal of the fault (rectification of the defect) or replacement. As part of replacement, where appropriate the Customer will adopt a new version of the software, software maintenance and upgrades, unless this leads to unacceptable impairments. For defects of title, Hallo Welt! will supply the Customer, at Hallo Welt!'s own choice, a legally unobjectionable way of using the software, software maintenance and upgrades; or change these so that the rights of third-parties are no longer impinged upon.
- g) Hallo Welt! is entitled to effect the warranty in the Customer's premises. Hallo Welt! also fulfills their duty to rectification relating to updates by providing, without delay, updates supplied

with an automatic installation routine for download from the homepage and offering the Customer telephone support to solve any installation problems which may arise.

- h) Warranty claims due to material defects expire in one year. This does not apply to gross negligence, injury to life, body and health or to guarantees expressly given. Enforcing claims for defects is dependent of whether defects are reported in writing within two weeks of their initial recognition and whether they are reproducible. The expiry begins, in case of the sale of a storage medium, with the delivery of the software, in case of sales using downloads from the Internet, after reporting of the activation of the access data for the download area.

## 17. Hallo Welt! liability

- a) Hallo Welt! is only liable for intent and gross negligence.
- b) For slight negligence, Hallo Welt! is only liable insofar as an essential contractual obligation is violated whose fulfillment is of particular importance for the proper carrying out of the contract and reaching the aims of the contract and on whose fulfillment the contracting partners may ordinarily rely (material contractual obligation). For slight negligence in relation to a material contractual obligation, the liability is limited to the sum of the total of the amounts contractually agreed to be paid in the course of a year.
- c) Liability for data loss is limited to the effort typically needed to recover the data, it being regularly backed up in a manner consistent with the danger, the Customer being obliged to make such backups, unless it is a case of intent or gross negligence or a culpable breach of material contractual obligations.
- d) The limitations of liability above do not apply to injury to life, body and health or with regard to liability according to product liability law and liability due to explicitly given guarantees. Further liability for Hallo Welt!, in particular for damages caused by software from third-party providers is excluded.
- e) The limitations to the liability mentioned in § 17 a) to d) are also valid for the statutory agents, members of staff and sub-contractors of Hallo Welt!.
- f) The fault-independent guarantee liability of the lessor for initial defects in accordance with § 536a Para. 1 alternative 1 German Civil Code (BGB), the fault-dependent liability for subsequent defects in accordance with § 536a Para. 1 alternative 2 BGB and the right to rectify oneself in accordance with § 536a Para. 2 BGB are excluded unless it is a case of obligations breached with intent or gross negligence or one of injury to life, body or health.

## 18. Data protection and confidentiality

- a) The contracting parties heed the legal regulations on the protection of personal data for instances of the software covered by the contract, in particular the provisions of the Federal Data Protection Act (BDSG) and the EU General Data Protection Regulation (GDPR).
- b) Should the Customer process personal data within the framework of this contractual relationship, they are responsible themselves for complying with the data protection regulations. Hallo Welt! will only process data communicated by the Customer in the context of the Customer's instructions. Transfer of data to third-parties, other than to the server operator for technical handling, does not take place without the agreement of the Customer.
- c) Hallo Welt! takes appropriate measures so that third parties cannot penetrate the Customer's IT system via the remote maintenance facilities without authorization. Hallo Welt! will take at least those security measures agreed with the Customer.
- d) The data stored in the databases set up for them by Hallo Welt! will be backed up daily. For a fee, these backups can be carried out for the Customer by Hallo Welt!. The Customer grants Hallo Welt! the right to copy the data to be saved by the Customer insofar as this is necessary in performing the services owed by this contract (in particular with the aim of data security). To remove faults, Hallo Welt! also has the right to make changes in the structure or format of the data.
- e) The Customer is obliged to keep its access data secret from unauthorized third parties. In particular, the user name and password have to be kept in such a way so that third-party access to this data is impossible, to exclude the misuse of this access by third parties. The Customer is obliged to inform Hallo Welt! immediately upon becoming aware that a third party knows a password.
- f) Hallo Welt! will conclude a separate GDPR data processing agreement with Customers from the EU.
- g) The parties agree that they will observe the secrecy of confidential transactions made known to them within the scope of the preparation, realization and fulfillment of this contract, in particular the other party's trade or business secrets, and that they will not pass them on or otherwise exploit them insofar as nothing else is contractually agreed.
- h) The term "trade or business secrets" refers to all facts, circumstances and procedures relating to the contracting parties business that are not publicly known but are only accessible to a limited group of people and concerning which the respective contracting party has a legitimate interest of non-proliferation.
- i) This obligation to confidentiality extends to every unauthorized third party. This means also to unauthorized personnel, insofar as the dissemination of information is unnecessary for the proper fulfillment of Hallo Welt!'s relevant contractual obligations. In case of doubt, the party concerned is obliged to ask the other contracting party for consent before disseminating information in this way.
- j) The obligation to confidentiality continues after the termination of this contract.

## 19. Commercial property rights and intellectual property rights

- a) The Customer is not entitled to remove copyright notices, logos, licensing terms or other references to existing intellectual property rights of Hallo Welt! on the websites of the software or to put up their own copyright notices.
- b) Insofar as nothing else is explicitly agreed, the current contract does not expressly nor implicitly confer rights or licenses for the exploitation of trade names, service marks or trademarks which belong either to Hallo Welt!, the Customer, the partner or third-parties. This includes, in particular, the dissemination of software using the trademarks of Hallo Welt!.
- c) The contracting parties agree that the usefulness of the subscription to open-source software lies in its quick availability, and openness to product improvements, updating and further development in the software ecosystem. Hallo Welt! is thus entitled to exploit, in any suitable form, the technical know-how, ideas developed, methods, concepts, structures, procedures, inventions, developments, processes, discoveries, advancements and other information and material gathered in the course and process of an assignment, without accountability, including for themselves and their customers.
- d) Neither contracting party, however, will translate, edit, change the arrangement of, or otherwise make other changes to the protected intellectual property of the other contracting party, including correcting errors. Additionally, neither contracting party will distribute protected contracted products or protected intellectual property of the other contracting party to third parties. Specifically, all information and data which comes under statutory data protection rules will not be exploited (for example personal data, customer data and content, and business secrets). Developments and content whose use is excluded by both contracting parties in a written special agreement is excluded from exploitation in the same way (for example the development of new business ideas).

## 20. Duration of the contract

- a) Insofar as nothing else is agreed, this contract comes into effect with the receipt of the confirmation of the contract from Hallo Welt!.
- b) Provided no other term and termination period is agreed in the appendixes to this contract, the contract is to have a minimum term of two years. It is renewed for one year, unless written notice is given by one contracting party to the other at months end two months prior to the end of a contract year.
- c) Termination without notice for good cause remains unaffected insofar as a continuation of the contract cannot reasonably be requested of the party terminating, taking into account all circumstances of the case in question and weighing the interests of both parties thereto.
- d) Any notice of the termination of the contract must be in writing to be valid.
- e) The application of § 545 BGB (Tacit renewal of the lease) is excluded.

## 21. Final provisions

- a) If individual provisions of this contract are invalid or shall become ineffective, the validity of the remaining provisions will remain unaffected. The parties will endeavor to replace the provision that is ineffective by a provision, taking into account the interests of both parties, to which the parties would have agreed if they had known of the invalidity of the provision. The same applies to gaps or omissions in the provisions of the contract which become known to the contracting parties later on.
- b) Additional agreements, modifications and extensions to this contract are only valid in written or text form and upon reference to this contract. This requirement can only be renounced in writing.
- c) The place of performance and exclusive place of jurisdiction for all legal disputes relating to this contract is the place of business of Hallo Welt! insofar as the Customer is a registered trader, a legal entity under public law or public special asset.
- d) The law of the Federal Republic of Germany is to be used exclusively, excluding application of the provisions of the UN CISG.
- e) All appendixes named in this contract are obligatory components of the contract.

## Appendix 1: Software provision

	Server environment	
Software provision	On premises	Cloud / Hosting
Available editions	BlueSpice free BlueSpice pro BlueSpice farm	BlueSpice free BlueSpice pro (Cloud Edition)
Definition of the scope of the respective editions License directory	<a href="#">Software catalog</a>	
Product improvements and announcement of changes	<a href="#">Release notes</a>	
Point of transfer / Download area	<a href="#">Download portal at the BlueSpice website</a>	<a href="#">BlueSpice Cloud Website</a>  Details to be communicated by e-mail
Distributed system	Possible	Not possible
System requirements	See <a href="#">Helpdesk</a>	
Provision of updates and patches for fault elimination	✓	✓
Provision of upgrades	✓	✓
Provision of updates and patches for customer-specific extensions	According to the contract confirmation from Hallo Welt!	Not possible
Provision of upgrades for customer-specific extensions	Billing on the basis of expenditure	Not possible
Installations of updates and patches can be charged with the service contingent	✓	No additional costs

Installations of upgrades can be charged with the support contingent	✓	✓
Access to source code by the customer	Possible for systems that are managed with a version control system (e.g. git) or for changes within the interfaces approved by Hallo Welt!	Not possible

## Appendix 2: Support and services

Product support, analysis and help with faults	Contact details
Online manual and installation instructions	<a href="http://en.wiki.bluespice.com">en.wiki.bluespice.com</a>
Ticket system Number of support accounts: 2	<a href="http://support.hallowelt.com">support.hallowelt.com</a>
Telephone hotline	+49 (0) 941 660 80 – 190
E-mail	<a href="mailto:support@hallowelt.com">support@hallowelt.com</a>
Remote access for on premises systems	VPN, SSH, remote maintenance or online meeting system (e.g. Teamviewer)
Reporting of new software units, change the instance type, edition, number of users or service package.	<a href="mailto:sales@hallowelt.com">sales@hallowelt.com</a>
Reaction time fault clearance	According to the fault class
Response time support	Next working day
Covered service hours	8x5

Service time support and error notification (workdays Monday through Friday)	9 am – 5 pm
Service time Prio 1 Fault (workdays Monday through Friday)	9 am – 6 pm

### Service packages and supplementary services

The following services are available via the service quota:

#### Support

- First-, second- and third-level support for the use of the software
- Video conferencing: Professional help at short notice and online
- Migration of MediaWiki databases and support for data imports

#### Software installations

- Minor installation services
- Installation of updates and patches for all extensions

#### Customization of the system

- Configurations (e.g. setting up the rights system)
- Creation and maintenance of templates and semantic forms
- Design adaptations
- Workflow adjustments

#### Support of maintainers, admins and developers

- Help with the content design of the wiki
- Help with layout changes by customer's technicians
- Help with general system, network or architecture design questions
- Help with general code development questions
- Monthly maintenance work on the servers
- Individual training and education sessions (train the trainer)

#### Programming

- Planning and specifications
- Minor programming services
- Project management

The duration of a contingent is limited to one year. Unused service hours expire at the end of a contract year.



## Appendix 3: Cloud and hosting

Cloud or Hosting	Conditions
Total availability	99,5 %
Storage space, traffic and hardware utilization (processors and memory)	See table below  For hosting in partner systems according to the hosting package booked
Data delivery	After termination, a database copy is available for download at the transfer point for eight weeks. After this period, the customer's data will be permanently deleted.
Data backup / mirroring	Daily backup, 7 days backup
Customer specific domains	If on the part of the customer the technical requirements are met possible for a service fee.
SSL Certificate	
Connection to central authentication via SAML	
Server location	As agreed with the customer

BlueSpice pro	25	50	100	250	500	1.000	2.000	2.500	5.000
Cloud Hosting: User numbers									
Storage + Database + Image storage	10 GB	20 GB	30 GB	50 GB	60 GB	120 GB	160 GB	180 GB	250 GB

## Appendix 4: Supported use cases

Supported use cases	Special conditions
Production system	-
QA system	<p>Delivery only in combination with a production system</p> <p>Reduced software fees</p> <p>No minimum term</p> <p>Cancellation period: monthly</p>
Developer system	<p>Free provision of the software</p> <p>No minimum term</p> <p>No user limitation</p>
Trial system	<p>One-time delivery</p> <p>Updates are not owed</p> <p>30 days free use</p> <p>Renewal possible for a fee</p> <p>Period of cancellation: one day</p> <p>Calculation unit: Daily</p> <p>No minimum term</p> <p>No user limitation</p> <p>2 hours free support</p>

## Appendix 5: Payment and legal

Remuneration	On premises	Cloud
Fees	According to the contract confirmation from Hallo Welt!	
Term unit / Calculation unit	Yearly	Monthly
Minimum term (unless otherwise specified in the supported use cases)	2 years	None
Term of Cancellation (unless otherwise specified in the supported use cases)	2 months	2 months
Billing	Yearly	Yearly
Due date	14 days	14 days