1. Subject matter of contract and contractual services

dhs offers the customer the following services for the software used by them within the scope of the relevant contract type:

Rental contract:

The customer shall be granted a non-exclusive right of use of the rental items which are listed separately on the order form. The computer system must comply with the standard provisions specified in the description.

The customer shall undertake to copy the programme only for backup purposes. If the customer copies the programme for the purpose of passing it on to third parties, in particular client companies, in any form whatsoever, they shall be fully liable for the damage. If the serial number adapter (optional) is lost or destroyed, the customer shall be fully liable for the damage. The minimum damage shall be the current list price of the above-mentioned programme package. The programme, its analyses and documentation are subject to copyright protection.

The dhs-Care services are included in the monthly rental price for rental customers.

dhs-Care: dhs offers the customer the services described below for dhs software, including all extension modules registered for the serial number in question.

Maintenance: The service includes adapting the software. In addition, the service includes the elimination of programme errors which are unavoidable at the current state of technology, and ongoing development of the programme. The service does not constitute a claim to implementing specific functions which are not mentioned within the specified scope of services. The programme version which is valid at the time when the contract begins is a prerequisite for concluding the dhs-Care contract.

dhs shall provide the customer with the modified programme version online, either for a completely new installation of the application or to complement an existing installation in the case of master version updates, as well as the relevant documentation. Modified programme versions shall be made available by dhs immediately after the programme has been released. If the installation is carried out by the customer, dhs shall not be liable for the installation.

Other services: The customer shall receive unlimited support from the dhs hotline after conclusion of the dhs-Care contract. The dhs hotline offers telephone and remote maintenance support for using the software, i.e. explanation of the functions and recommendations for eliminating problems that have occurred, insofar as this is possible based on the information provided by the customer. The dhs hotline is available Monday to Friday from 8:00 am to 4:30 pm, with the exception of the public holidays applicable in the Federal State of Hesse. dhs reserves the right to change these times as appropriate.

Services for user-specific programme versions, as well as trips to the customer's premises for the purpose of correcting errors which are the customer's fault, are not part of the contract. All other services offered by dhs may be used within the scope of a service contingent which must be ordered separately.

2. Data backup

The user shall undertake to ensure that the data is backed up. The customer is recommended to ensure that daily data backups take place, e.g. on a streamer or equivalent system. dhs shall not be liable for disruptions caused by inadequate data backup.

3. Contract duration and termination

Rental contract: The contract is open-ended. Termination by the customer is possible with a notice period of 3 months to the end of the month. When the contract ends, all rented items listed separately on the order form must be returned to dhs by the fourteenth of the following month. If the agreed return period is not met, the monthly software rent for each commenced month shall be due for payment until the return of the rental items listed separately on the order form. If the software is not returned, the renter shall be liable for the minimum damage agreed in section 1. dhs may terminate the agreement with a notice period of three months to the end of a calendar year. If the customer is in arrears with two consecutive monthly rental payments or with more than two monthly rental payments in total, dhs shall be entitled to terminate the rental agreement without notice.

Termination fees or final payments are excluded.

dhs-Care contract: The contract is concluded at first for one year. The contract shall be automatically extended by one year at a time, unless the customer or dhs terminate it in writing three months before the contract ends. This notice period shall also apply to any extension modules. The entitlement to the maintenance and hotline services shall end when the final rental or dhs-Care contract with dhs is terminated.

4. Calculation, payment

Rental contract: The rent is due a month in advance on the first day of each month and shall be collected by direct debit on the first working day of the month. The rent shall first be calculated from the first day of the month following contract commencement. At the beginning of the contract term and in the event of changes to the contract, the customer shall receive a notice of the monthly rental fees to be paid by the next contract change.

dhs-Care contract: The prices for the dhs-Care contract shall depend on the number of licenses and modules used by the customer. The basis of calculation shall be the list prices valid at the time of billing. The customer shall be informed about applicable inflation-related adjustments in plenty of time before the end of the three-month period of notice.

The annual fees are due in advance. The invoices for this are payable 10 days after the invoice date, unless dhs has agreed otherwise with the customer.

If the customer acquires an extension module for the software, they shall be obliged to pay the higher fee from the beginning of the following month, pro rata to the remaining contract term. The difference shall be calculated by dhs and invoiced to the customer. The duration of the contract shall not be affected hereby.

Transmission: dhs shall be permitted to use electronic media (e.g. e-mail) to transmit invoices and credit notes.

5. Warranty

Please note that the current state of technology does not allow us to rule out software errors in all application conditions. This warranty, however, refers to software which is basically usable within the meaning of the user manual. If the software is not usable within this meaning and dhs is unable to restore the condition within a reasonable period of time, the customer may, after setting a deadline, reduce the contractual fee appropriately or demand the cancellation of the contract.

6. Liability for defects

The instructions must be followed when using the software. dhs shall not be liable in cases where the customer has made changes to the software, unless these changes had no bearing on the defect developing. Nor shall dhs be liable if dhs is not responsible for the reasons for the defective software behaviour (e.g. due to third party solutions linked with the software). If requested, the customer must provide a data backup for processing by dhs, in

order to clarify an alleged error. If, after appropriate investigation, an alleged error cannot be attributed to a warranty obligation on the part of dhs, the customer may be charged the usual fee for verifying and correcting the error, provided that the customer has not intentionally or grossly negligently misjudged the absence of a defect. This shall not apply to the strict liability for defects in rented items which were present at the time of contract conclusion. The above warranty provisions shall apply accordingly to the new versions of the software made available within the scope of maintenance.

7. Liability
dhs does not guarantee the success of the support. dhs shall not be liable for cases in which the customer has made changes to the software, unless these changes had no bearing on the development of the defect, or unless errors were caused by third party systems linked with the dhs software. dhs shall only be liable for the loss of data to the extent that the damage would also have occurred if the customer had backed up the data regularly and in a manner appropriate to the application. dhs shall be liable in accordance with the statutory provisions for intent and gross negligence - including on the part of its representatives and vicarious agents. Unless dhs is accused of intentional breach of contract, liability shall be limited to foreseeable, typically occurring damage. dhs shall not be liable whatsoever in the event of slightly negligent breach of insignificant contractual obligations, including on the part of its representatives and vicarious agents.

The above limitations of liability shall not affect the customer's product liability claims. Neither shall the limitation of liability apply in the event of physical injury, damage to health or loss of life attributable to dhs.

dhs shall be liable for damages resulting from the processing of personal data in accordance with Article 82 of the General Data Protection Regulation (GDPR).

8. Data protection
dhs shall collect and store data which is necessary for the fulfilment of its contractual obligations. This shall include non-personal data, such as company name, address, required commercial and fiscal information about the company, basic technical data on the software installation and its technical environment, as well as content regarding support requests and their resolution. In accordance with Article 14 GDPR, dhs advises that personal data may also be stored within the context of the company core data, as well as in the context of recording support requests made by the customer and their resolution.

dhs shall provide information on stored personal data free of charge in accordance with Article 15 GDPR. Requests for information must be sent to vertrieb@dhssolution.com. dhs will treat as confidential any information and data not generally known which comes to its attention in the course of providing support and which is marked accordingly by the customer. The employees of dhs are bound to data secrecy in accordance with Article 5 (1), in conjunction with Article 32 (2) GDPR. Otherwise, the customer shall be responsible for compliance with the data protection and data security laws and regulations.

9. Contract transfer
dhs shall be entitled to transfer the contract with all rights and obligations to a company of its choice. The transfer shall become effective as soon as the customer is notified of it.

10. General provisions
The place of fulfilment and jurisdiction shall be the location of the registered office of dhs.

The parties agree that, should one of these contractual clauses be invalid, the provision shall be interpreted in such a way as most closely reflects the intention of the contractual parties. The partial invalidity of a provision shall not render the entire contract null and void.