

General Terms and Conditions

cloud & saas

(hereinafter "GTC")

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Part A General Provisions

1 Scope

- 1.1 These GTC contain d.velop's general terms and conditions of business, which apply only to d.velop's business dealings with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).
- 1.2 Part A of these GTC contains general provisions and applies to all contracts that fall under the scope of this paragraph. Parts B and C contain special provisions that apply only if the services described therein are contractually agreed. The scope of these GTC comprises the following:
 - (1) The provision of standard software, i.e. software developed to meet the needs of a majority of customers and not specifically for one customer (hereinafter "software") as a service for use in the cloud for a limited period of time ("cloud & SaaS") (**Part B**)
 - (2) The provision of one-off services in connection with the software ("project services") (**Part C**)

2 Granting of Rights of Use

- 2.1 The customer receives a simple, non-exclusive right to use the software without geographical restrictions in the state agreed at the time the contract was concluded. The right of use is limited in time to the duration of the contract and also includes the use of new available versions.
- 2.2 The group companies of the Customer in which the Customer holds a majority interest of at least 51% shall also be entitled to use the Software. The aforementioned regulation in Sentence one of this paragraph does not include an independent authorization to sublicense or otherwise transfer the Customer's rights of use. This right of use shall end if the group company no longer meets the requirement for a majority shareholding.
- 2.3 The customer is not entitled to exhibit, publicly distribute (in particular by making available to the public), edit, redesign, translate, decompile or otherwise redesign the software. The customer's rights from Section 69d (3) and Section 69e of the German Act on Copyright and Related Rights (UrhG) remain unaffected.
- 2.4 d.velop is entitled to use the software, including new versions and any general know-how, experience, methods and procedures developed in connection with the contract, for other purposes (provision to third parties, as open source software, etc.).

3 Test Licenses

- 3.1 Upon request, d.velop shall provide the customer with a free test license of the software for a limited period of time at the discretion of d.velop ("test phase"). The right to use the test license is restricted to testing of the software in a test environment; otherwise, the rights of use granted in these GTC apply. From the first day of the month following the end of a test phase, d.velop shall invoice its services and the customer's obligation to pay shall commence.
- 3.2 Unless the customer purchases a production license before the trial period expires, the trial license will be deleted at the end of the trial period, along with the administrator ID, all user IDs and all content deposited by customer.

4 Open Source Software

The software contains open source software components. Use of these components is subject exclusively to the respective terms and conditions of use for the open source software components. Concluding a contract with d.velop has no effect on the customer's rights or obligations arising from the terms and conditions of use for the respective open source software components. If there are contradictions between the license terms of the open source software and the provisions of this agreement, the license terms of the open source software shall prevail.

5 Cooperation on the Part of the Customer

- 5.1 The customer shall, at its own expense, perform all services and provide all items (goods and, if applicable, rights) (hereinafter collectively referred to as "cooperation") that are necessary to enable d.velop to provide its contractual services and that are reasonable for the customer. The specific types of cooperation are detailed in the contract.
- 5.2 Regardless of any specific cooperation agreed in the contract, the customer shall be obliged to cooperate as follows:
- Upon conclusion of the contract, the customer shall nominate a qualified contact person as well as a substitute contact person for the duration of the contract; these contact persons must have the authority and decision-making powers necessary for proper execution of the contract.
 - The customer shall provide all information, documents and data needed for performance of the service in a format suitable for further processing or, if applicable, in an agreed format.
 - The customer shall use the software only in the system environments described in the documentation. These system environments define the minimum system requirements that the customer or a third party must provide, including third-party products or third-party software, as described in the d.velop service portal (or the current customer portal).
 - The customer shall ensure that the software itself and the system requirements necessary for the execution of the contract are kept operational in line with the current state of the art and compatible with any releases of third-party products.
 - The customer shall maintain the functionality of any other technical equipment necessary for the execution of the contract, such as power supplies or internet.
 - The customer shall grant d.velop the necessary rights of use to third-party software.
 - The customer shall document any changes made to the software or system environment and provide d.velop with fault reports, if necessary.
 - If d.velop needs to remotely access the customer's software or system environment, the customer shall allow d.velop remote access free of charge and shall inform d.velop of any applicable guidelines for remote access.
 - The customer shall provide test cases, test data and test environments, to the extent necessary for the agreed tests.
 - The customer shall treat all access credentials (e.g., identifiers, passwords) given to them or made accessible to them as confidential, shall store them securely (particularly if required for ongoing operations), and shall ensure that only those persons who are authorized to use them in accordance with the customer's internal authorization concept gain access to them.
 - The customer shall register for d.velop's electronic information channels (currently the d.velop service portal) and shall stay apprised of the latest information and services.
 - The customer shall establish the conditions necessary for fast and purposeful communication.
- 5.3 To enable d.velop to meet the agreed deadlines, the customer must provide the contractual cooperation as required by develop to perform the scheduled service. If this cooperation is lacking, the agreed deadlines shall be extended accordingly.
- 5.4 If the customer does not provide the required cooperation, or does not provide it on time or in the agreed manner, any additional expenses and damages incurred as a result shall be borne by the customer. This includes but is not limited to expenses for booked resources (e.g. training instructors), if d.velop cannot use the resource otherwise.

6 Changes to the Service

- 6.1 d.velop is entitled to modify the agreed services to keep pace with the proven and established state of the art. These modifications can include the following:
- Changes, additions or extensions to services that are required for security and/or legal reasons.
 - Changes according to a general development roadmap and that have a minor impact on customer workflows. A change is deemed minor if it results in changes to customer workflows or business processes that were known to d.velop when the contract came into effect or that became known during the contract term, but the workflows or processes themselves are not replaced or terminated but rather can continue to exist if the customer makes reasonable changes at its own expense.
 - Changes necessitated by changes to services from upstream suppliers (especially cloud providers) that these suppliers are able to unilaterally enforce on d.velop due to the contractual terms and conditions.
 - Changes to system requirements (e.g. browsers). d.velop regularly guarantees that the software will run with the versions specified in the system requirements, which are supplied by their respective manufacturer with standard support. d.velop reserves the right to replace products specified in the system requirements by products from other manufacturers in the event that a product is discontinued by the manufacturer.
- 6.2 d.velop shall notify the customer in advance if it intends to make changes to a service as described in Section 19.1 and these changes would have a considerable impact on the customer's workflows or business processes. A change is deemed to have a significant impact on workflows/business processes if:
- Certain functions would no longer be available.
 - The use of previously used data types would be restricted.
 - Workflows or business processes would disappear entirely.
 - The customer would have to make considerable organizational, functional or technical changes as a result of the change, or there would be significant impacts on the customer's workflows or processes.
- 6.2.1 This information shall be provided in text form at a minimum, and it shall be provided without undue delay after becoming known, usually with a lead time of 12 (twelve) months, given the information and knowledge that can be expected of d.velop when exercising its standard duty of care.
- 6.2.2 The customer has the right to object to any announced change. If the customer does not object to a duly announced change in text form or a more stringent form within three months from when the notification of change is provided, the change shall become part of the contract. If the customer objects, the Parties shall attempt to find a mutually agreeable solution.
- 6.2.3 The customer is aware that, if an objection cannot be mutually settled by the Parties, d.velop may not be able to continue providing certain services beyond the time when the change was scheduled to be implemented.
- 6.2.4 If, in response to an objection, d.velop declares that the services will still be changed as announced despite the (ongoing) objection and in such a way that will have an impact for the customer, the customer shall have the right to terminate the services in question as of the implementation date (right of extraordinary termination, including partial termination if applicable). The customer shall have no right of termination if the change is technically or legally necessary and the implementation of the change is not unreasonable for the customer. For the duration of a reasonable phase-out period, the service shall be provided to the customer without additional costs and without the announced change.

7 Fees, Payment Default

- 7.1 The fees to be paid are agreed when the contract is concluded (usually in the quotation or the purchase process).

- 7.2 d.velop is entitled to adjust the fees for cloud & SaaS products (fees for continuing obligations) once per year, but not before the minimum contract term has elapsed, in compliance with the following principles:

d.velop may raise the fee amounts by no more than the increase in the producer price index for industrial products (domestic sales). If this is the first fee adjustment, the maximum change shall be equal to the difference between the index published at the time the contract was concluded and the most recently published index at the time the adjustment is announced. If this is not the first fee adjustment, the maximum change shall be equal to the difference between the index published at the time the previous adjustment was announced and the most recently published index at the time this latest adjustment is announced. Should this index cease to be published, the index published by the German Federal Statistical Office that most closely reflects the change in the average producer price index shall be used to determine the maximum change.

The customer will be notified of the fee adjustment in text form at least three months before it takes effect. In the event of a price increase, the customer may terminate the services affected by the price increase by giving four weeks' notice to the date on which the price increase comes into effect.

- 7.3 In the event of a non-negligible delay in payment, d.velop shall be entitled, without prejudice to other rights, to temporarily block access to services for a limited period of time, i.e. until payment is received. A non-negligible delay in payment shall be deemed any delay in payment of an amount exceeding 50% (fifty percent) of the average monthly fee over the last three months.
- 7.4 In the event of a substantial delay in payment, d.velop shall be entitled, without prejudice to other rights, to terminate a contract for continuing obligations for good cause. A substantial delay in payment shall be deemed any delay in payment of an amount exceeding 200% (two hundred percent) of the average monthly fee over the three months prior to the delay.
- 7.5 Only for claims that have been legally established, are undisputed or are recognized by d.velop shall the customer be entitled to assert rights of retention and/or set off the payments against claims that are not related to completion costs or rectification of defects.

8 Material Defects

- 8.1 The parties define a material defect as follows: A material defect is a condition whereby the current version of the software, when used in accordance with the contract, does not perform a function specified in the service description or the documentation for reasons for which d.velop is responsible, and whereby this lack of function has more than an insignificant impact on the suitability of the software for the agreed use. Non-defects include but are not limited to situations in which (i) the problem was caused by improper installation or handling of the software by the customer or by third parties and/or the software was used in system environments that are not specified in the service description or in the documentation, or (ii) the problem is due to other reasons that are not under d.velop's control.
- 8.2 Unless agreed differently or additionally below, the provisions in the "Service Level Agreement: Cloud & SaaS Products" shall apply to reports and the processing of defects in the software.
- 8.3 If there is a defect, d.velop shall be obliged to remedy it. The defect shall be remedied by providing an updated version or a reasonable workaround that circumvents the defect, at d.velop's discretion. d.velop shall be entitled to attempt to remedy the defect at least twice.
- 8.4 For contracts governing use of the software for a limited period of time, strict liability for defects existing at the time the contract is concluded shall be excluded.
- 8.5 Guarantees are only valid if they have been expressly referred to as a "guarantee" in writing.
- 8.6 The customer shall be entitled to claim for damages due to defects within the liability limits agreed in Section 10.
- 8.7 If it becomes apparent upon rectification of a defect that there is no defect or that d.velop is not responsible for the defect, d.velop shall be entitled to reimbursement of the costs and expenses incurred for processing.

9 Deficiencies of Title

- 9.1 d.velop's services shall be provided to the customer for contractual use, unencumbered by any conflicting rights of third parties.
- 9.2 The customer shall notify d.velop in text form without delay if it becomes aware of third-party rights to services of d.velop or if a third party alerts the customer to third party rights or asserts a claim on account of such rights.
- 9.3 At d.velop's request, the customer shall cede the defense against the third-party claims to d.velop, and shall provide d.velop with all information, statements and powers necessary to carry out the defense. In return d.velop shall, at its own expense, release the customer from any claims for payment or compensation arising from the rights of third parties.
- 9.4 If the services are encumbered by third party rights, d.velop shall be entitled, at its discretion, to (i) eliminate the rights of third parties or prevent their assertion (e.g. by paying license fees), or (ii) modify its services in such a way that third party rights are no longer infringed.

10 Liability

- 10.1 d.velop shall be liable for an unlimited amount (i) in the event of willful or grossly negligent conduct, (ii) for injury to life, limb or health, (iii) if it has fraudulently concealed a material defect or deficiency of title, or (iv) if it has made a guarantee in writing (Section 126 (1) BGB) regarding the quality or durability of a service to be rendered under the contract.
- 10.2 If essential contractual obligations are violated due to simple negligence, d.velop's liability shall be limited to contractually anticipated damage. Essential contractual obligations are defined as those obligations whose fulfillment is essential for the proper execution of the contract and whose fulfillment the customer trusts in and relies on. Liability is excluded for loss of profits or for cases of simple negligence in which an essential contractual obligation is not violated, unless it is one of the cases listed in paragraph 1 of this section.
- 10.3 Liability under the German Product Liability Act remains unaffected.
- 10.4 The aforementioned exclusions of liability shall equally apply to the actions of d.velop's legal representatives, vicarious agents and subcontractors.
- 10.5 Liability claims lapse after one year. This limitation period shall commence as defined in Section 199 (1) BGB.
- 10.6 In the event of force majeure that prevents d.velop from providing its services (on time), d.velop shall be released from its obligation to provide the affected services for the duration of the impact of the force majeure plus a reasonable period for the resumption of the services. In such a case, deadlines will be postponed by the aforementioned period. Events of force majeure include but are not limited to fire, explosions, floods, war, blockades, embargoes, industrial actions and pandemics for which d.velop is not responsible, as well as governmental measures in connection with the aforementioned events. Claims for damages are excluded in such cases.
- 10.7 d.velop is not responsible for the operability and availability of software, hardware, other components and services that the customer maintains themselves or has obtained from third parties. Furthermore, d.velop shall not be responsible for ensuring the interoperability of the d.velop software with the customer's IT system if the customer does not comply with the system requirements specified by d.velop. d.velop shall not be obliged to ensure interoperability of its software with hardware and software purchased or otherwise used by the customer from third parties, unless otherwise agreed in individual cases.

11 Subcontractors

- 11.1 d.velop shall be entitled to have the contractual services performed by subcontractors or to procure them from subcontractors. d.velop shall be liable for faults by its subcontractors as if the fault were its own (Section 278 (1) BGB).

- 11.2 If rendering of the services constitutes processing of your data pursuant to Art. 28 of the General Data Protection Regulation (GDPR), we shall observe the provisions in the data processing agreement (DPA) regarding the use of subcontractors.

12 Term and Termination

- 12.1 The term of the contract is defined in the quotation or the corresponding work order or purchase order confirmations. If no term is agreed in these documents, the continuing obligations under the contract have a minimum term of twelve (12) months. This minimum contract term shall commence when the remuneration for services becomes due under the continuing contractual obligations. When the minimum term elapses, the contract shall be renewed for another twelve (12) months (renewal period), unless it is terminated by either party with three (3) months' notice to the end of a contract year.
- 12.2 Once the minimum contract term has elapsed in accordance with the preceding paragraph, the customer shall be entitled to partial termination of individual and separable software products or functions provided under continuing contractual obligations, as well as to reduce the number of users.
- 12.3 Partial terminations on the part of d.velop require a notice period of 12 months. All terminations must be made in text form. Terminations made by d.velop ("discontinuations") shall be announced in the d.velop service portal (or in the current customer portal). In the event of a discontinuation, d.velop will no longer provide support and maintenance services for the discontinued software or functions as of the effective date of the discontinuation. For contracts governing use of the software for a limited period of time, the customer will no longer be able to use the discontinued software or functions once the discontinuation takes effect.
- 12.4 The right to extraordinary termination of this contract for good cause remains unaffected.
- 12.5 For contracts to produce a work ("Werkvertrag" within the meaning of the German Civil Code), termination by the customer is excluded pursuant to Section 648 BGB.

13 Self-Reporting and Audits

- 13.1 Throughout the term of the contract, d.velop shall be entitled to demand that the customer issue a self-report (e.g. by answering a questionnaire or reporting on the license server) or conduct an audit. Audits may be initiated at any time without specific cause if there is a concrete suspicion of actions that are contrary to the contract (e.g. use of the software beyond the contractually agreed scope ("overuse")). Audits may be carried out no more than once per calendar year and require a reasonable notice period of at least ten working days. To verify that the agreement has been complied with, a third party commissioned by d.velop and bound by professional secrecy can enter the customer's business premises during usual business hours and, in compliance with applicable data protection laws, inspect the customer's business documents and gain access to its IT systems (including their configuration) and make copies thereof. This third party will inform d.velop only if and how a breach of contract has occurred. The customer is obliged to fully assist in an audit and provide all necessary information. Each party shall bear its own costs arising from any self-reporting or audit. If, however, conduct in breach of contract is established, the customer alone shall bear all costs plus any claims for compensation.
- 13.2 If the audit uncovers overuse of the software by the customer, the customer is obliged to make back payments in an amount no less than the fees necessary to cover the overuse, according to the current price list. d.velop reserves the right to make further claims.

14 Export Control

- 14.1 Fulfillment of the contract is subject to the condition that it does not conflict with any national and/or international export control restrictions.
- 14.2 When making d.velop services available, the customer is alone responsible for verifying whether these services are subject to export control restrictions. If an export control license is required, the customer is responsible for obtaining it; if provision of the service is prohibited entirely, the customer is responsible for

ceasing provision. In the event that export control regulations are violated, d.velop shall be entitled to extraordinary termination of the contract.

15 Changes to these GTC

- 15.1 d.velop shall be entitled to amend the GTC, insofar as this is necessary to adapt to developments at d.velop that (i) were not foreseeable at the time the contract was concluded and (ii) that d.velop did not cause or has no control over, and (iii) insofar as essential provisions of the contractual relationship are not affected. Essential provisions are defined as those provisions that govern the nature and scope of the contractually agreed services and the term, including regulations on termination.
- 15.2 Furthermore, these GTC may be amended to the extent necessary to overcome non-negligible difficulties in the performance of the contract resulting from regulatory gaps that arise after the conclusion of the contract. Such situations include but are not limited to situations where case law on the validity of provisions in these GTC changes, where one or more provisions in these GTC are declared invalid by the courts, or where a change in the law leads to one or more provisions of these GTC becoming invalid.
- 15.3 d.velop shall notify the customer of changes to these GTC with a notice period of at least eight weeks. In the event of a change that is not exclusively in the customer's favor, the customer shall be entitled to terminate the contract without notice as of the date on which the change takes effect. d.velop shall notify the customer of its rights, the deadline and the consequences of allowing the deadline to lapse.

16 Assignment of Rights; Transfer of the Contract

With the exception of monetary claims, assignment of individual claims from this agreement requires the prior written consent of the other party. Such consent may be withheld only for compelling reasons. This does not apply to the assignment of claims by one of the parties to an affiliated company within the meaning of sections 15 et seq. of the German Stock Corporation Act (AktG) that is domiciled in the EU/EEA.

17 Final Provisions

- 17.1 Text form shall be sufficient for all declarations made in connection with the contract (Section 126b BGB).
- 17.2 The law of the Federal Republic of Germany shall apply exclusively to the entire contractual relationship between the parties, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 17.3 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Coesfeld, Germany. This agreement on the place of jurisdiction shall not apply if the dispute concerns claims other than proprietary claims or if the law establishes an exclusive place of jurisdiction for the dispute. d.velop is entitled to file suit at the customer's general place of jurisdiction.
- 17.4 Should any provision of these GTC or other contractual agreements with the customer be or become invalid, this shall not affect the validity of the remainder of the agreement.

Part B Special Provisions for Using the Software in the Cloud for a Limited Period of Time (Cloud & SaaS)

The special provisions in this Part shall apply to contracts for the provision of software for use as a cloud service for a limited period of time (lease). For cloud programs and software as a service ("SaaS"), the software products and IT infrastructure are operated by an external IT service provider and can be used by the customer as a service for a limited period of time. The customer is granted access to the software, which is hosted either on d.velop servers or on the servers of third-party providers. d.velop offers both its own cloud & SaaS services as well as those from third party providers (collectively referred to as "cloud & SaaS").

18 Rights of Use and Services

- 18.1 d.velop has no rights to the customer's content, not even in anonymized form. The customer remains the sole owner of its content and retains all rights to the content within the contractual relationship between the parties.
- 18.2 d.velop provides support for the software as well as technical and functional improvements. The content and scope of the services are described in the annex "Service Level Agreement: Cloud & SaaS."
- 18.3 The availability of the cloud & SaaS products is defined in the annex "Service Level Agreement: Cloud & SaaS."
- 18.4 The customer will be notified of improvements, bug fixes and new functions via d.velop's electronic information channels (currently the d.velop service portal).

19 Liability for Cloud & SaaS Products

- 19.1 The customer is responsible for the actions of its users and assume liability for them as for its own actions. Before they use the cloud & SaaS products for the first time, the customer must inform its users of their rights and obligations and oblige them to comply with any terms of use applicable to the cloud & SaaS products; in particular, see the "Unauthorized Use" section of the annex "Service Level Agreement: Cloud & SaaS."
- 19.2 Links or functions in the cloud & SaaS products may take the customer to third-party websites and cloud & SaaS products that are not operated by d.velop and for which d.velop is not responsible. Such links or functions are either clearly identified or can be identified by a change in the browser address bar or a change in the user interface.

20 Legal Consequences of Contract Termination

Upon termination of the contract, the customer can export the content processed with the cloud & SaaS products up to one month after the termination takes effect. Afterward, d.velop is entitled to delete the customer's entire account. The agreed fees shall be paid until this deletion takes place. d.velop shall provide assistance in connection with the termination only upon request and, if applicable, for separate payment.

Part C Special Provisions for One-Off Services in Connection with the Software (Projects)

21 Services

The parties may agree on project services under the contract. A separate quotation will be issued for these services. This quotation will also contain the parties' agreements on how the project should be organized.

22 Project Collaboration

- 22.1 The parties shall collaborate on projects by means of project committees, which the parties will define in a separate agreement. There will be at least one project team and one steering committee.
- 22.2 For the project, each party shall openly designate a qualified contact person and a substitute contact person to lead the project. These persons shall have all decision-making powers and authority necessary to carry out the project. This project leader shall be available to the other party for the duration of the project to answer any questions related to the project.
- 22.3 All employees involved in the project must have the necessary expertise and be suitably reliable.
- 22.4 If disputes within the project team cannot be resolved, these disputes will be escalated to the next highest project body. If the dispute is escalated to the highest project body (steering committee), the steering committee will resolve the matter without delay and within 10 business days. If the steering committee is unable to reach a resolution within the aforementioned period, the steering committee shall notify the parties' respective governing bodies, which shall then find a solution.

23 Change Requests for Services

- 23.1 Either party may request changes to the agreed services by submitting a change request, which shall be addressed in text form to the other party's project leader.
- 23.2 Change requests from the customer must be sufficiently detailed to allow d.velop to assess and communicate to the customer the impact that the requested change will have on fees, the schedule, or any other aspects of the contract.
- 23.3 d.velop shall review the change requests submitted by the customer and shall submit to the customer a quotation for implementing the change, insofar as this is technically feasible and not an unreasonable burden on d.velop's available resources. This quotation shall detail the necessary adjustments to the scope of services, fees, schedules, performance deadlines and other contractual provisions associated with implementing the changes. If d.velop proposes a change request, it will communicate the necessary changes to the contractual agreements directly in the proposal, and it will submit a corresponding quotation. Change requests become binding only upon acceptance of the quotation.
- 23.4 The work needed to examine the feasibility and impacts of the change request shall be billed separately on a time and material basis in accordance with the current rates. If a change request requires an extensive review that would cause agreed schedules or performance deadlines to be postponed, or if it is not reasonable to continue providing the services until a decision is made on the change request, d.velop shall notify the customer thereof so that the customer can withdraw the change request. Otherwise, agreed schedules and performance deadlines or continued provision of the service will be suspended while the change request is being reviewed.

24 Inspection and Acceptance of Services

- 24.1 If and insofar as d.velop is obliged to deliver a successful outcome under a contract to produce a work ("Werkvertrag"), the service provided shall be subject to acceptance according to this clause.
- 24.2 The customer shall receive deliveries of self-contained parts of the work for partial acceptance. Final, overall acceptance of all works shall only take place if this has been expressly agreed.
- 24.3 Acceptance begins with d.velop's notification to the customer that the (partial) services subject to (partial) acceptance have been rendered in full. This notification is provided in text form.
- 24.4 Acceptance shall be deemed to have taken place if the customer does not reject the declaration of acceptance within a reasonable period of time (generally ten business days) due to defects that prevent acceptance. The following classes of defect apply:

Defect class 1: critical	There is an urgent fault that prevents operation while the software is in test mode. Examples: <ul style="list-style-type: none"> – The software crashes unexpectedly – Risk of data loss – Users cannot log in – Users cannot retrieve documents
Defect class 2: urgent	Important functions are not available and the agreed use is severely restricted while the software is in test mode. The parties shall agree on examples of such defects on a customer-specific basis.
Defect class 3: normal	Individual, less important functions are not available in test mode or important functions are only available by bypassing the fault. The parties shall agree on examples of such defects on a customer-specific basis.

Unless otherwise agreed in the quotation, it shall be agreed that (i) class 1 defects shall always prevent acceptance, (ii) class 2 defects shall prevent acceptance only if there are a sufficient number of them to objectively prevent unobstructed and unimpaired use of the service, and (iii) class 3 defects shall not prevent acceptance.

The customer must notify d.velop without delay of any defects that it discovers during the acceptance process. The customer shall be entitled to abort the acceptance process only if the defects already discovered make it unreasonable for the customer to continue the acceptance process. If the customer aborts the acceptance process or if acceptance fails, the customer shall set a reasonable deadline for d.velop to remedy the reported defects and resubmit the services for acceptance. The acceptance process must be carried out again when the services are resubmitted for acceptance.