

General Terms and Conditions for the Provision of IT Services and Cloud Services by Insight Technology Solutions GmbH

A) General Provisions

I) Scope, defense clause, amendments

1. These General Terms and Conditions cover the provision of Services and Cloud Services ("GTCs") by Insight Technology Solutions GmbH, with its registered office at Am Prime Parc 9, D-65479 Raunheim (hereinafter referred to as "Insight"). These GTCs apply to all contracts for the provision of work and services including, but not limited to, Software as a Service ("SaaS"), Platform as a Service ("PaaS"), and Infrastructure as a Service ("IaaS"), as well as the provision of storage capacity, computing power of computers, or software solutions "off-premise", i.e., not at the Client's location, (collectively referred to as the "Service") to entrepreneurs, legal entities under public law, or special funds under public law (hereinafter referred to as "Client").
2. These GTCs also apply to all future transactions between the Parties even in the event that Insight provides the service with knowledge of different or conflicting terms and conditions. The Client's General Terms and Conditions (e.g., terms and conditions of purchase) shall not apply even if these are not expressly contradicted.
3. Verbal agreements of any kind including any subsequent amendments and additions to these GTCs require written confirmation by Insight in order to be effective.
4. If there is a continuing obligation between the Client and Insight, Insight is entitled to notify the Client of amendments to these GTCs in writing, indicating the amended provisions. The amendments are deemed to have been agreed to if the Client continues the ongoing obligation without objecting within a reasonable period of time.
5. [The General Terms and Conditions for the Sale of Hardware and Software & the Temporary Provision of Hardware and Software of Insight Technology Solutions GmbH](#) apply to the sale of hardware and software as well as the temporary provision of hardware and software. If there is a continuing obligation between the Client and Insight for the delivery of the services in the form of a framework agreement (e.g., master agreement or multi-county sales agreement), the provisions of this framework agreement take precedence over those of these GTC.

II) Offer, acceptance, amendments

1. Unless otherwise stated in a contractual offer (Statement of Work "SoW") (hereinafter referred to as "Offer(s)") submitted by Insight, Insight is bound by its Offer for fourteen (14) days. The agreement is also deemed to have been concluded in accordance with Insight's Offer if the Client accepts Insight's services without objection or if Insight begins to provide the services with the Client's consent.
2. The Client must carefully check the Offer for accuracy. This applies in particular to Offers in which Insight has made assumptions designated as such which thus became the basis of Insight's offer. If the Client discovers that the assumptions made are incorrect, the Client must inform Insight of this so that the Offer can be adjusted if necessary.
3. If, after submitting an Offer, it becomes apparent that it contains an error, an incorrect acceptance, or a calculation error that is material to the pricing, either Party may withdraw from any agreement already signed on the basis of the Offer within two (2) weeks of the conclusion of the agreement or, if the agreement has not yet been concluded, the Party making the Offer shall no longer be bound by the incorrect Offer. The statutory provisions for contesting declarations of intent remain unaffected by this.

III) Quality of services

1. Insight reserves the right to make technical changes to the service to the extent customary in the trade, in particular regarding improvements, until execution of these GTCs, provided that this does not result in an unreasonable impairment for the Client and the change in quality is not significant.
2. Insight is not responsible for checking the installation of suitable computer workstations, in particular compliance with occupational health and safety regulations; this is the responsibility of the Client.

3. Insight is entitled to use third parties or affiliated companies to provide in whole or in part the services. Affiliated companies are companies that are connected to one of the Parties within the meaning of Sections 15 ff. AktG (Aktengesetz, Corporation Law) ("Affiliated Companies"). Affiliates of Insight Technology Solutions GmbH are not third parties within the meaning of these GTCs.

4. Unless otherwise specified in the Offer, services are provided by Insight "off-premises" by the responsible Insight service center or at the respective location of Insight or the location of the subcontractors used by Insight. This also applies to any reporting or documentation obligations.

IV) Prices, remuneration

1. Unless otherwise agreed, all prices are in EURO (€) plus VAT at the statutory rate.
2. Unless otherwise stipulated in the Offer, the costs for travel (car EUR 0.30/km, rail travel 1st class, air travel economy, hotel 3 stars) incurred on behalf of the Client and for the provision of the Services will be invoiced separately to the Client.
3. If assumptions made by Insight have become part of the agreement (see Section A) II) 2.) and it transpires after the conclusion of the agreement that this assumption is incorrect, any additional costs resulting from this shall be borne by the Client. The agreed prices apply or, if no prices have been agreed in this respect, Insight's usual prices apply, unless Insight submits a supplementary offer.

V) Changes to the service

1. If either Insight or Client (a "Contracting Party") intends to change the type and scope of the services, dates, locations, or contact persons, this change must be communicated to the other Party immediately in writing as a change request by submitting the completed "Change Request Form." The change request must describe the relevant service description precisely, stating the components to be changed. Both the Client and Insight are entitled to submit a change request.
2. The change request must be checked by the other Contracting Party within thirty (30) days and the result communicated.
3. If both Parties have reached an agreement on the scope and the price of the change, the changed service shall be included in the relevant service description or Offer. The new service description or Offer shall receive a new version number and shall be confirmed by both Parties in writing before becoming effective on the agreed date.

VI) Payment terms and payment delays

1. Unless otherwise agreed upon or specified in the invoice, invoices from Insight are payable thirty (30) days after receipt without deductions.
2. Unless otherwise agreed, Insight is entitled, within ongoing obligations, to issue monthly, quarterly, or semi-annual interim invoices at its discretion, to which the same regulations apply as for (final) invoices.
3. If the Client defaults on payment, Insight is entitled to demand default interest in accordance with the statutory provisions. Furthermore, if the requirements of Section 288 Para. 5 of the German Civil Code (BGB) are met, Insight is entitled to demand a flat rate of EUR 40.00, which is to be offset against any damages owed if the damage is due to legal costs. Insight reserves the right to claim further damages.
4. In the event of late payment or reasonable doubts about the Client's solvency or creditworthiness, as well as in cases where a business relationship with a Client is entered into for the first time, Insight is entitled – without prejudice to our other rights – to request security or advance payments.

5. Insight is entitled to offset payments against the oldest debt due, even if the Client has stipulated repayment to the contrary.

VII) Offsetting and retention rights, assignment

1. The Client may only offset claims that have been legally established or are undisputed. The Client may only exercise retention rights with undisputed or legally established claims from the same legal relationship.
2. The Client may only assign its claims against Insight to third parties with Insight's express consent.
3. Insight is entitled to assign its claims against the Client to its affiliated companies or to third parties and to offset any claims it has against the Client against any counterclaims the Client may have against Insight.

VIII) Delay, impossibility of performance/force majeure, delay in acceptance

1. All dates and deadlines for the provision of deliveries/services by Insight are only binding if they were expressly designated as binding by Insight.
2. Even in the event that a time for the delivery or service is determined or can be determined according to the calendar, Insight will only be in default if the Client has sent a reminder.
3. Insight is not liable for impossibility of performance or for delays in performance if these are caused by force majeure or other events that were not foreseeable at the time the agreement was concluded (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of workers, energy, or raw materials, difficulties in obtaining the necessary official permits, pandemics or epidemics, official measures, or the lack of, incorrect, or untimely performance by subcontractors, distributors, and manufacturers despite a congruent cover transaction concluded by Insight), which Insight is not responsible for.
4. If such events make the service significantly more difficult or impossible for Insight and the hindrance is not only temporary in nature but rather lasts at least one (1) month, Insight is entitled to withdraw from the agreement. In the case of temporary hindrances, the service deadlines shall be extended, or the service dates postponed by the period of the hindrance plus a reasonable start-up period that is necessary to resume the services in accordance with the agreement. If the Client cannot reasonably be expected to accept the service as a result of the delay, it can withdraw from the agreement by notifying Insight.
5. Compliance with Insight's obligation to perform the service requires the Client to fulfill its obligations in a timely and proper manner.
6. If the Client defaults on acceptance, Insight is entitled to demand compensation from the Client for the damage it incurs as a result, including any additional expenses caused by the delay in acceptance. Further rights and/or claims remain reserved. The same applies if the Client violates its obligations to cooperate for reasons for which it is responsible.

IX) Client's obligation to cooperate

1. If services are provided by employees, subcontractors or third parties of Insight at the Client's premises, the Client shall ensure suitable premises, equipment, and access to the IT system (if necessary also at the administrator level) at its own expense. Furthermore, the Client shall provide Insight with the necessary information and documentation relating to the Client's IT system. The Client shall name the respective responsible departments/contact persons to Insight for decisions and coordination. If necessary, Insight may suspend the operation of the Client's computer system in whole or in part during the installation and execution of test operations. If this is necessary, Insight will inform the Client in advance about the duration and scope of the test operation within a reasonable period of time.
2. The Parties agree that the active and continuous participation of the Client's employees is a necessary prerequisite for the contractual provision of services. If a reasonable grace period set by Insight expires without success, Insight can carry out a replacement action at the Client's expense, if this is necessary for the proper continuation or provision of the agreed service.
3. If Insight is responsible for the installation of software or hardware, the Client must ensure a suitable hardware and software environment and ensure that the requirements communicated to it for hardware, software,

and the other environment, in particular the connection to the network, are met. The same applies to the provision of Cloud Services.

4. To the extent that it is necessary to provide the agreed services, the Client must ensure that Insight's employees or those of its subcontractors are authorized to use the Client's IT systems and software to provide the service, in particular that appropriate licenses are available. If third parties assert claims against Insight due to the violation of usage rights to the software or other related rights, the Client shall release Insight from such claims upon first request.
5. The Client will ensure that before Insight provides services or before test operations, appropriate measures are taken and carried out to regularly back up its data and other data that may be affected by our services so that the data can be restored, and that, if necessary, the Client's professionally qualified and trained contact persons are available.
6. The Client will take appropriate measures to ensure that Insight's employees, subcontractors or third parties are not integrated into the Client's operations. The Client has no right to issue instructions to Insight employees, subcontractors or third parties. The Client's right to give instructions within the framework of service or work contracts can only be exercised towards a legal representative or a person designated by Insight as authorized to represent them.

X) Limitations of liability

1. Insight's liability for damages, irrespective of the legal basis, in particular due to impossibility, delay, defective or incorrect performance, breach of contract, breach of obligations during contract negotiations, and tort, is limited in accordance with this Section A) X) insofar as fault is involved.
2. Insight is not liable in the event of simple negligence unless it involves a breach of essential contractual obligations ("Kardinalpflichten"). Such essential contractual obligations are to provide timely service, free from legal defects and defects that significantly impair the functionality or usability of the service, as well as obligations to provide advice, protection, and care that are intended to enable the Client to use the service in accordance with the agreement or to protect the life or limb of the Client or its staff or to protect its property from significant damage.
3. Insofar as Insight is liable for damages on the merits in accordance with this Section A) X), this liability is limited to damages that Insight foresaw as a possible consequence of a breach of contract when the agreement was concluded or that Insight should have foreseen if it had exercised due care. Indirect damages and consequential damages that are the result of defects in the delivery item are only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended. The above provisions of this paragraph 3 do not apply in the event of intentional or grossly negligent conduct on the part of the members of Insight's executive bodies or senior executives.
4. To the extent that Insight provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by Insight, this is done free of charge and to the exclusion of any liability, subject to the exceptions in paragraph 7 of this Section A) X).
5. Insight is not liable for the loss of data to the extent that the damage is due to the Client failing to carry out data backups and thereby ensuring that lost data can be restored with reasonable effort, or not fulfilling or only insufficiently fulfilling an obligation in accordance with IX) 6).
6. Insight assumes no warranty or liability in the event of unauthorized changes to Cloud Services by the Client or third parties. In particular, Insight shall not be liable for deletions, corrections, changes, damage, loss, or failure to store data carried out or initiated by the Client. This exclusion of liability also includes software viruses and any other harmful computer code, files, scripts, or programs that may be contained in the stored data. Furthermore, Insight assumes no liability for errors that are attributable to improper operation.
7. The above liability exclusions and limitations apply to the same extent in favour of our executive bodies, legal representatives, employees, subcontractors and other third parties.
8. The limitations of this Section A) X) shall not apply to Insight's liability for intentional conduct, for guarantees given by Insight, for injury to life, limb, or health under the Product Liability Act and under other mandatory statutory liability provisions.

XI) Client claims for material and legal defects

1. If there is a defect, Insight is entitled to remedy the defect through subsequent performance at its discretion, i.e., either by providing a new

service free of defects or by rectifying the defect. The Client is entitled to reduce the price or withdraw from the agreement if subsequent performance by Insight has ultimately failed. Insight shall bear the costs of the measures carried out for the purpose of subsequent performance.

2. If the Client's end user is not a consumer in the legal sense, the following provisions shall apply: The Client is only entitled to seek recourse against Insight if Insight is responsible for the defect. If an end user makes a claim against the Client for subsequent performance, the Client is only entitled to seek recourse against Insight if the Client has given Insight the opportunity to perform subsequent performance. If Insight had been entitled to refuse subsequent performance, the Client would not be entitled to any recourse against Insight. Only to the extent that expenses for subsequent performance measures have led to the elimination of the defect are they eligible for recourse. If the end user has reduced the price or the Client has finally refused to accept the service, the Client is only entitled to seek recourse against Insight if the withdrawal or reduction could not have been averted through appropriate subsequent performance measures. The Client's right of recourse is capped at the amount of the net purchase price of the goods concerned.
3. Unless excluded contractually or by these conditions, the Client's claims for material defects expire one (1) year from the provision of the service or, if the service is accessible for acceptance, after acceptance. This also applies to claims due to defective title, unless the defect consists of a right in rem of a third party. In this case, the claim expires in five (5) years. The start of the limitation period is governed by the statutory provisions. The statutory provisions regarding the limitation period apply if Insight has committed breaches of duty intentionally or through gross negligence. The same also applies to damages resulting from injury to life, body, or health as well as to claims under the Product Liability Act or in the event of the assumption of an assurance within the meaning of Section 276 Para. 1 of the German Civil Code (BGB), a guarantee, or, in the case of fraudulent concealment, of a defect.
4. If Insight provides services within the framework of a work contract ("Werkvertrag"), the Client's right to carry out the work themselves (Section 637 BGB) is excluded.

XII) The Client's obligation to cooperate in the event of defects

1. The Client must provide Insight with all information necessary for error diagnosis and error elimination in a suitable form for any subsequent improvement. If the repair is carried out by telephone, video, remote maintenance, or remote data transmission, the Client is obliged to provide one or more technically suitable and competent employees to take part in the repair. If this takes place on site at the Client's premises, Insight must be granted unhindered access to the respective IT systems during normal business hours and, if necessary, other work of the Client must be temporarily suspended. The Client is obliged to ensure that its data is backed up before the rectification measures begin.
2. If defects are discovered in these services, the Client is obliged to document any defects in a detailed and reproducible manner and to report them to us immediately.
3. The Client must reimburse Insight for all costs incurred in connection with the inspection of the service if there is no claim for subsequent performance, for example because there is no defect or there are user errors. This does not apply if the Client is not responsible for the inspection.
4. If the system fails or malfunctions due to an error for which Insight is responsible, Insight will restore the Client's data to the status of the Client's last state of a proper, current industry standard data backup. For this purpose, the Client shall provide Insight with the data in machine-readable form.
5. If third parties make a claim against the Client to refrain from further use of the service provided by Insight or if the Client is held liable for violating the rights of third parties, the Client must inform Insight of this immediately.

XIII) Provision of partial services

1. Insight is entitled to provide partial services and corresponding billing provided that they are not unreasonable for the Client.
2. If Insight itself has received partial deliveries or partial services from a third-party service provider (including cloud operators, etc.) and provides the Client with reasonable subsequent performance using its own resources, the Client's interest in partial delivery or partial performance shall not expire.

XIV) Restrictions on use

Services provided by Insight must only be used in accordance with the agreed intended purpose. The use of services provided by Insight for

- nuclear or atomic facilities and their planning, construction, manufacturing, control, monitoring, or delivery,
 - Aircraft or spacecraft and their planning, construction, or delivery as well as the control and/or monitoring of air or space traffic,
 - weapon systems
- is not permitted.

XV) Acceptance

1. If acceptance has to take place on the basis of contractual or statutory regulations, the following conditions of this Section A) XV) shall apply.
2. At Insight's request, partial acceptance tests must be carried out for definable service parts that can be used independently or for service parts on which further services are based if the service parts to be accepted can be tested separately. Once all parts of the service have been accepted, the last partial acceptance is also the final acceptance.
3. Insight's service is also deemed to have been accepted if
 - the service has been provided,
 - Insight has informed the Client of this with reference to the deemed acceptance in accordance with this Section A) XV) and requested its acceptance,
 - twelve (12) business days have passed since the service was provided or the Client has started using the service (and in this case, six (6) business days have passed since delivery or installation) and
 - the Client has failed to accept the service within this period for a reason other than a defect reported to us that makes the use of the service impossible or significantly impairs it.

B) Special Terms for Cloud Services

I) Scope of services/applicable conditions

1. In accordance with the respective underlying contractual agreement, Insight shall provide services to the Client via the Internet in the areas of software, storage, and/or computing power (collectively "Cloud Services"), for which the conditions of this Section B) apply in addition to Section A).
2. **Insight is entitled to have its services provided in whole or in part by third parties. If specific third parties are named in the service certificate, their terms of use or service take precedence over the provisions of this Section B). These terms of use shall be made available to the Client, if necessary, upon request, before an agreement is concluded with Insight and at any time upon request after the agreement has been concluded. To use the lines provided by the designated third parties, the Client must accept the manufacturer's end-user license agreement ("EULA"). This may require the Client to make a corresponding declaration in the manufacturer's cloud (application) or online portal.**

II) Software transfer

1. To the extent contractually agreed, Insight shall make the software in the current version available to the Client for a limited period of time over the Internet for a fee for a limited period of time. For this purpose, Insight shall install the software on a server that is accessible to the Client via the Internet.
2. The current range of functions of the software is set out in the contractual agreement with the Client, including the relevant product description and data sheets.

III) Rights of use to the software

1. Insight grants the Client the non-exclusive, non-transferable right, limited in time to the duration of the relevant contractual relationship, to use the software specified in the service certificate as intended within the framework of the Cloud Services for the agreed period. The Client rents the Cloud Service exclusively for its business purposes and within the scope of the contractual purpose resulting from the Offer.
2. The Client may not edit or change the software.
3. The Client may only reproduce the software to the extent that this is covered by the intended use of the software in accordance with the current service description. Necessary copying includes loading of the software into the working memory on the server but does not allow for even temporary

installation or storage of the software on data carriers (e.g., hard drives, etc.) of the hardware used by the Client.

4. The Client is not entitled to make the software available to third parties for use either for a fee or free of charge. The Client is therefore expressly not permitted to sublet the software.

IV) Provision of storage space

1. If contractually agreed, Insight shall provide the Client with a defined storage space on a server to store its data. The Client can store content on this server up to the extent specified in the technical specifications.
2. Insight shall ensure that the stored data can be accessed via the Internet.
3. The Client is not entitled to allow a third party to use the storage space in part or in full, for a fee, or free of charge.
4. The content stored by the Client may be protected by copyright and data protection laws. The Client hereby grants to Insight the right to make the content stored on the server accessible to the Client via the Internet when the Client queries it and, in particular, to reproduce and transmit it for this purpose and to be able to reproduce it for the purpose of data backup.

V) Client's obligations

1. The Client is not permitted to store content on the storage space, the provision, publication, or use of which violates applicable law or agreements with third parties. The Client shall not store any data that is extremist in nature or that contains pornographic, commercially erotic, violent, violence-glorifying, racist, discriminatory, minor-endangering, hate speech-related, or terrorist content, nor content that calls for criminal offenses or provides instructions for criminal offenses. In particular, but not exclusively, the Client shall therefore
 - a) not send spam emails or other bulk or unsolicited emails;
 - b) not store or send any infringing content or otherwise illegal or unauthorized content;
 - c) not create or use software viruses, worms, Trojan horses, or other harmful computer codes, files, scripts, spies, or programs and/or send or store software viruses, etc. known (in the sense of having to know) to the Client;
 - d) take no action that impairs or disrupts the integrity or performance for Insight or the data stored by Insight;
 - e) not attempt to gain unauthorized access - in particular by impersonating other users or using false identity information - to Cloud Services or their associated systems or networks.
2. The Client must immediately notify Insight in writing of any unauthorized use of its user accounts as well as any other violation of data security provisions that the Client becomes aware of or suspects.
3. The Client is obliged to compensate Insight for all damages resulting from a violation of the above provisions to the extent the Client is responsible. The compensation also covers the reasonable costs of necessary legal defense. Insight will inform the Client immediately if such claims are asserted and shall give the Client the opportunity to provide their point of view.
4. If third parties credibly believe that content violates their rights, or if it appears likely based on objective evidence that content violates legal provisions, Insight may block the content for as long as the violation or the dispute with the third party about the violation persists.
5. The Client undertakes to change initial passwords immediately and to choose and use secure passwords for all services and accesses that are used exclusively for a single service or access. The Client shall manage its passwords and other access data carefully and keep them confidential.
6. The Client is obliged to set up its systems, programs, applications, files, etc. in accordance with the current industry standards of information security in such a way that the security, confidentiality, availability, integrity, and resilience of our systems, networks, programs, applications, files, and data are not impaired or endangered by Insight, other Clients, or third parties.
7. The Client is obliged to regularly create backup copies of all data. The data backup does not have to be created on storage devices provided by Insight. The Client is responsible for compliance with statutory and official retention periods.
8. If the Client has sole administrative rights, Insight cannot manage the servers. It is then the Client's responsibility to install security software,

to regularly inform themselves about any security gaps that become known, and to close known security gaps.

VI) Interruption/impairment of accessibility

1. Adjustments, amendments, and additions to the contractual Cloud Services as well as measures that serve to identify and eliminate malfunctions will only lead to a temporary interruption or impairment of accessibility if this is absolutely necessary for technical reasons.
2. Insight monitors the basic functions of the Cloud Services on a daily basis. Maintenance of the Cloud Services is generally guaranteed on business days (at the headquarters of Insight or Insight's affiliated companies) between 9:00 a.m. and 6:00 p.m. In the case of serious errors - which make it impossible to use the Cloud Services or significantly restrict their use - maintenance shall be carried out within 24 hours of the Client becoming aware of it or being informed. The Client will be notified immediately of the maintenance work, and this will be carried out in the shortest possible time. If it is not possible to resolve the error within 24 hours, the provider shall notify the Client before the end of the 24 hours, stating the reasons and the period of time that is expected to be required to resolve the error.
3. The average annual availability of the agreed Cloud Services is 98.5%, including maintenance work. However, availability may not be interrupted or impaired for longer than two consecutive calendar days.

VII) Remuneration/adjustment of the service and remuneration

1. The Client is obliged to pay the agreed monthly fee plus statutory sales tax for the provision of the Cloud Services. Unless otherwise agreed, the fee is based on Insight's price list valid at the time the GTCs are accepted by the Client.
2. Insight can also change the type and scope of the Cloud Services outside of the amendment process pursuant to Section A. V) 1. If and to the extent that this is necessary for an important reason that was not foreseeable at the time the GTCs were accepted. An important reason is, in particular, if the change is necessary to adapt the services to the state of the art and safety or the development of legal and regulatory requirements. In the event of a change, Insight will adjust the fee accordingly.
3. Insight is also entitled to adjust the fee to be paid by the Client at its reasonable discretion in accordance with Section 315 of the German Civil Code (BGB) to the development of the costs that are relevant for the provision of our services no more than twice a year. What is particularly relevant are the costs for technology (e.g., operation of data centers, hardware, technical service) and costs for operating the services (e.g., licenses, especially software licenses), personnel and service costs, energy, overhead costs as well as government-imposed fees and levies, taxes, and contributions.
4. In the event of a change in the fee pursuant to Section B) VII) 2. or 3., Insight will adjust the fee at its reasonable discretion within the meaning of Section 315 of the German Civil Code (BGB), whereby the ratio of service and consideration may not change to the disadvantage of the Client. The fee adjustment is limited to the scope of the service changes or cost changes and can lead to both an increase and a reduction in the fees to be paid by the Client.
5. When increasing or decreasing fees, Insight will take into account whether the change can be offset by reduced or increased costs in another area. Section 315 BGB remains unaffected.
6. Insight will inform the Client of the change in writing within a reasonable period of time before the change takes effect. In the event of a change that does not exclusively benefit the Client, the Client has the right to terminate the agreement in writing without observing a notice period at the time the change comes into effect. The Client also has the right to terminate the agreement in writing without observing a notice period if an adjustment to the service in accordance with Section B) VII) 2. impairs the ability to access or use the Cloud Services more than insignificantly. Insight shall inform the Client of the termination rights in the change notification.

VIII) Term and termination

1. Unless otherwise agreed, an agreement based on these GTCs is concluded for an indefinite period. A contractual relationship for an indefinite period can be terminated by either Party at any time in writing with a notice period of thirty (30) days to the end of a month.
2. The right of each Party to terminate the agreement based on these GTCs without notice for good cause remains unaffected. An important reason for termination by Insight is, in particular, if the Client fails to make do payments despite a reminder and a grace period or if the Client violates the

contractual provisions regarding the use of the Cloud Services. Termination without notice requires that the other Party receives a written warning and is asked to remedy the alleged reason for termination without notice within a reasonable period of time.

C) Final provisions

These final provisions apply to A) and B).

I) Data protection and naming of the Client

1. The Client is responsible for compliance with all relevant statutory data protection regulations, in particular for the lawfulness of data transfer and data processing of personal data of its employees and other data subjects in connection with the provision of services by Insight. Insight will only process the Client's personal data within the scope of the contractually agreed service provision and in accordance with data protection laws. The Parties process personal data in compliance with the applicable provisions on data protection, in particular Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR"). Our data protection regulations for order processing in accordance with Art. 28 GDPR apply additionally.
2. Insight's data protection information is available at [Privacy Statement | Insight DE](#).
3. To the extent that Insight processes personal data on behalf of the Client as part of the fulfillment of the agreement, Insight will only process the personal data within the scope of the contractually agreed service provision or other written instructions from the Client and in accordance with data protection regulations. The details of the order processing shall be specified by the Parties in a separate Data Processing Agreement ("DPA").
4. Insight is entitled to refer to the contractual relationship with the Client in a suitable form in brochures and publications (e.g., reference lists); this includes the use of the Client's company logo. If the Client does not agree to this, Insight shall inform the Client accordingly in writing.

II) IT security

The Client is solely responsible for the IT security measures on Client's premises. This also applies to emergency organization. The Client creates an IT security and emergency concept. Insight applies technical and organizational measures for the processing of personal data from Insight's DPA.

III) Non-solicitation clause

Neither Party may actively offer to hire employees of the other Party for the duration of the contractual relationship and until the end of two calendar years thereafter (non-solicitation clause). The non-solicitation clause also obliges affiliated companies of one Party and protects affiliated companies of the other Party in terms of a contract for the benefit of third parties to their employees. In this respect, the Parties are hereby responsible for the actions of their respective affiliated companies. Such offer is equivalent to other offers and agreements on the basis of which the employee's work no longer benefits the previously employing Party but wholly or partially benefits the other Party.

IV) Confidentiality

1. Under these GTCs, the Parties may exchange Confidential Information. Confidential Information within the meaning of these GTCs is all documents handed over or produced by either Party within the scope of the agreement for services, data communicated in the broadest sense, not only within the meaning of the GDPR or the Privacy Act, as well as all other information, regardless of the form in which it is disclosed and regardless of whether it is marked as confidential or not. In particular, these are business and trade secrets contained in the data within the meaning of the EU Directive (EU 2016/943) on the protection of confidential know-how and confidential business information (trade secrets). If Confidential Information does not meet the legal requirements of a trade secret, it shall nevertheless be considered a trade secret within the meaning of Article 2 (1) of the EU Directive (EU 2016/943).
2. The following information shall not be deemed confidential: a) that which was generally known at the time this agreement was concluded; b) that which became generally known at a later date, but not through a violation of the confidentiality provision; c) that which the recipient has received from a third party who is authorized to disclose the information, e) that

which is disclosed by law or on the basis of an official order and which the disclosing party has been informed immediately about the disclosure obligation and the legal steps to be taken insofar as this is legally permissible or d) that which the Parties agree in writing not to treat as confidential.

3. Both Parties, including their employees, shall treat Confidential Information as strictly confidential. The Confidential Information shall only be used to carry out this agreement based on these GTCs and to the extent necessary for this purpose. The Parties shall hold each other harmless for any damages resulting from a breach of this obligation. If a breach of confidentiality has occurred in any way, the Party affected must be informed immediately in writing.

IV) Place of performance, choice of law, contract language, and place of jurisdiction

1. The place of performance is Insight's registered office.
2. The law of the Federal Republic of Germany (excluding the conflict of laws) applies exclusively to all legal relationships between Insight and the Client in which these GTCs are incorporated. The Vienna UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention, CISG), including its successor regulations, does not apply.
3. To the extent that translations of these GTCs are provided into other languages, only the German version remains authoritative for the interpretation and in the event of contradictions to the regulations.
4. The exclusive place of jurisdiction for all disputes arising from the contractual relationship is Insight's registered office, although Insight is also entitled to sue the Client at another legal place of jurisdiction.
5. Should individual provisions of these GTCs be or become void or legally invalid, the legal validity of the other conditions shall not be affected. In this case, the Parties undertake to replace the invalid one with a legally valid provision that comes as close as possible to the invalid provision in terms of the intended economic and legal effects.