

# General Terms and Conditions for the Sale of Hardware and Software & the Provision of Software on a Temporary Basis

## by Insight Technology Solutions GmbH

### A) General Provisions

#### I) Scope, defense clause, amendments

1. These General Terms and Conditions for the Sale of Hardware and Software & the Temporary Provision of Software on a Temporary Basis ("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 agreements for the delivery of products with entrepreneurs, legal entities under public law, or special funds under public law (hereinafter referred to as "Client"). Products within the meaning of these GTC are all IT products to be provided to the Client by Insight, such as hardware and IT accessories, including software, whether embodied on a data carrier or not, but not software that is provided as a service in a cloud.
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 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 IT Services and Cloud Services of Insight Technology Solutions GmbH](#) apply to the provision of IT services and cloud services.

#### II) Offer, acceptance, amendments

1. Unless otherwise stated in a contractual offer 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 our 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, described as such, which 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. Before accepting the offer, the Client shall (i) ensure that the software is suitable for its specific purposes based on provider information and (ii) ensure that it has the necessary hardware and software environment for using the software. Insight will provide the Client with the information required for this, if necessary, upon request.
4. 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 products or services

1. Technical data sheets issued by Insight or the manufacturer are part of the contractual quality agreement. If expressly agreed upon in the agreement, properties or uses that Insight has promised or public statements that Insight have made are part of the characteristics of products or services.
2. Insight reserves the right to make technical changes to the service to the extent customary in the trade, in particular regarding improvements, until execution provided that this does not result in an unreasonable impairment for the Client and the change in quality is not significant.

3. Unless expressly accepted by Insight, information about the quality or durability of a product or service does not contain a guarantee within the meaning of Section 443 of the German Civil Code (BGB) and does not result in any extension of liability within the meaning of Section 276 (1) of the BGB. If a manufacturer of a product grants a warranty (manufacturer's warranty), the manufacturer's warranty is passed on to the Client. The manufacturer's warranty conditions apply to the subject matter and scope of the manufacturer's warranty. This also applies if the manufacturer offers warranty extensions or support packages. The manufacturer within the meaning of this regulation is a third party. Affiliated companies are companies that are affiliated to one of the Parties within the meaning of Sections 15 ff. AktG (Aktiengesetz, Corporation Law) ("Affiliated Companies"). Affiliated Companies of Insight are not third parties within the meaning of these GTCs.

#### IV) Prices, remuneration

1. Unless otherwise agreed, all prices are in EURO (€), ex works (Incoterms 2020), plus sales tax (VAT), shipping, insurance, and packaging costs.
2. 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.
3. If Insight deliver products on exchange load carriers, in particularly flat pallets or mesh boxes, the load carriers will be exchanged. The following provisions apply to this exchange: either the Client hands over to Insight the same number and quality of exchange load carriers after delivery of the products, or the Client delivers the same number and quality of exchange load carriers to Insight at its own expense within one (1) month after delivery. The quality of the exchange load carriers is based on UIC standard 435. The recipient of each exchanged load carrier acquires ownership thereof. If the Client does not provide the exchange load carriers handed over by Insight of the same type and quality or does not send them to Insight on time, Insight will be entitled to procure replacements and invoice the Client for the replacement purchase. The Client is free to prove that Insight has suffered less damage or no damage at all.

#### V) Payment terms and payment delays

1. Unless otherwise agreed or specified in the invoice, Insight's invoices are payable immediately upon receipt without deduction.
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 assert 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 Insight's other rights - to demand 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.

#### VI) 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 against the Client against any counterclaims the Client may have against Insight.

#### **VII) Delivery, transfer of risk**

1. Unless otherwise agreed, all deliveries are made ex works (Incoterms 2020). If no special agreements have been made regarding the shipping method, shipping will take place at Insight's due discretion.
2. If the shipping of the goods has been agreed upon and Insight has not assumed responsibility for transportation, the risk passes to the Client at the latest when the delivery item is handed over (whereby the start of the loading process is decisive) to the freight forwarding agent, freight carrier, or other third party designated to carry out the shipment. If shipping or handover is delayed due to a circumstance caused by the Client, the risk passes to the Client from the day on which the delivery item is ready for shipment and Insight has notified the Client of this.

#### **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 sends 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 timely delivery by suppliers, distributors, and manufacturers despite a congruent cover transaction concluded by Insight), which Insight is not responsible for.
4. If such events make the delivery or service significantly more difficult or impossible for Insight and the hindrance is not only temporary in nature but rather lasts at least one month, Insight is entitled to withdraw from the agreement. In the event of temporary hindrances, the delivery or service deadlines shall be extended or they shall be postponed by the period of the hindrance plus a reasonable re-start period. If the Client cannot reasonably be expected to accept the delivery or service as a result of the delay, it can withdraw from the agreement by notifying Insight.
5. Compliance with Insight's delivery obligation 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) Retention of title**

1. The retention of title agreed in this Section IX) serves to secure Insight's claims against the Client from the delivery relationship existing between the contractual partners.
2. The products delivered by Insight to the Client remain the property of Insight until all secured claims have been paid in full. The products and the products covered by the retention of title that replace them in accordance with the following provisions are hereinafter referred to as "goods subject to retention of title."
3. The Client shall store the goods subject to retention of title for Insight free of charge.
4. The Client is entitled to process and sell the goods subject to retention of title in the normal course of business until the event of realization occurs. Pledges and transfers of security are not permitted.
5. If the goods subject to retention of title are processed by the Client, it is agreed that the processing is carried out on behalf of Insight and for Insight's account, and Insight has direct ownership or - if the processing is done with materials from several owners or the value of the processed item is higher than the value of the goods subject to retention of title - co-ownership of (fractional ownership) and acquires the newly created item in the ratio of the value of the reserved goods to the value of the newly created

item. In the event that no such acquisition of ownership occurs for Insight, the Client transfers its future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to Insight as security. If the goods subject to retention of title are combined or inseparably mixed with other items to form a single item and if one of the items is to be regarded as the main item, so that Insight or the Client acquire sole ownership, the Party that owns the main item shall transfer co-ownership of the item to the other Party on a pro rata basis in the ratio specified in Sentence 1.

6. In the event of the resale of the goods subject to retention of title, the Client assigns to Insight, by way of security, the resulting claim against the purchaser - in the case of co-ownership of the goods, this is subject to retention of title in proportion to the co-ownership share. The same applies to other claims that replace the goods subject to retention of title or which otherwise arise with regard to the goods subject to retention of title, such as insurance claims or claims in tort in the event of loss or destruction. Insight revocably authorizes the Client to collect the claims assigned to Insight in its own name. Insight may only revoke this direct debit authorization in the event of liquidation.
7. If third parties access the goods subject to retention of title, in particular through seizure, the Client shall immediately inform them of Insight's ownership and inform Insight of this in order to enable Insight to enforce its ownership rights.
8. Insight will release the goods subject to retention of title and the items or claims that replace them if their value exceeds the amount of the secured claims by more than fifty percent (50%). Insight is responsible for selecting the products to be released thereafter.
9. If Insight withdraws from the agreement due to the Client's behavior in breach of contract - in particular, late payment - (case of liquidation), Insight is entitled to demand the return of the goods subject to retention of title.

#### **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 performance, delivery, and installation of the delivery item, its freedom from defects of title and material defects that more than insignificantly impair its functionality or usability, as well as obligations to provide advice, protection, and care that are intended to enable the Client to use the delivery item in accordance with the agreement or to protect the life and 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 Insight 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 provided free of charge and to the exclusion of any liability, subject to the exceptions in paragraph 7 of this Section A) X).
5. The above liability exclusions and limitations apply to the same extent in favor of Insight's executive bodies, legal representatives, employees, and other vicarious agents.
6. The limitations of this Section A) X) shall not apply to Insight's liability for intentional conduct, for guarantees given by Insight, or 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 delivering a defect-free item or by rectifying the defect. The Client is entitled to reduce the purchase price or withdraw from the agreement if subsequent performance by Insight has ultimately failed. Insight shall bear the costs of the measures taken for the purpose of subsequent performance as well as any return of

the replaced item such as transportation costs. Insight's obligation to bear the costs in this respect is excluded if the defective item is brought to a location other than the place of delivery after delivery if this shipment does not correspond to the contractual agreement with Insight or the intended use of the item. To the extent that the Client is entitled to claims for damages or reimbursement of expenses upon recourse, these claims are not affected by this provision.

## 2. Defects in delivered hardware and software

- a) Deviating from paragraph 1 above, Insight is entitled, in the event of the delivery of hardware and standard software from third-party manufacturers or the commissioning of third parties to carry out maintenance services, to assert claims against Insight's suppliers, the third-party manufacturers, or other third parties to the Client for the purpose of subsequent repair or replacement delivery. In this case, the Client must first assert its claims for reimbursement of expenses after applying measures on its own, compensation for damages in lieu of performance, withdrawal or reduction against Insight's suppliers or the manufacturer, if applicable, in court, for subsequent performance, and compensation for damages or reimbursement of expenses after applying measures on its own, provided this is not unreasonable for the Client. If the Client incurs costs as a result of this that it cannot recover by way of enforcement, Insight is obliged to compensate the Client in this respect.
  - b) The above provision also applies in the event that Insight has adapted, configured, or otherwise modified the hardware or software for the Client's specific needs unless Insight caused the material defect through its performance.
3. If the Client tampers with the goods delivered by Insight, in particular in the program code (including the program code of open-source software distributed by Insight), in a way that is not contractually agreed or permitted by the operating instructions or other instructions for use, the Client is not entitled to any claims for defects unless the defect is not attributable to the tampering. The Client is not entitled to any claims for defects in the purchased hardware and/or software that arise as a result of defects or errors in the Client's existing IT environment or IT structure unless the defect is not attributable to the existing IT environment or IT structure.
  4. 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 Client has reduced the purchase price or the Client has taken back the purchased item, 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.
  5. Unless excluded contractually or by these conditions, the Client's claims for material defects expire after one (1) year. 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 5 years. The start of the limitation period is governed by the statutory provisions. If the end user is not a consumer in the legal sense, the suspension of expiry is excluded pursuant to Section 445 b Paragraph 2 and Paragraph 3 of the German Civil Code (BGB). 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 within the meaning of Section 443 BGB or, in the case of fraudulent concealment, a defect within the meaning of Section 444 BGB.
  6. Insofar as the provisions of Section 377 of the HGB (Handelsgesetzbuch, German Commercial Code) apply to the Client, it is only entitled to claims in the event of defects if the goods have been properly inspected and a complaint has been made without delay.

## 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 products, the Client is obliged to document defects in a detailed and reproducible manner and report them to Insight immediately.
3. The Client must reimburse Insight for all costs incurred in connection with the inspection of the goods or services if there is no claim for subsequent performance, for example: because there is no defect, the product was handled improperly, 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 product supplied 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 or partial deliveries and corresponding billing provided that these are not unreasonable for the Client.
2. If Insight itself has received partial deliveries or partial services from a third party supplier (including distributors, manufacturers, etc.) of hardware or standard software and provides the Client with reasonable subsequent performance using its own resources, the Client's interest in partial delivery or partial performance shall not lapse.

## XIV) Restrictions on use

Products or services provided by Insight must only be used in accordance with the manufacturer's instructions. The Client can view these manufacturer instructions on the manufacturer's homepage/partner portal which will be provided by Insight upon request Client. The use of products or services provided by Insight for

- nuclear or atomic facilities and their planning, construction, manufacture, 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 inadmissible.

## XV) Export provisions

Products and all related documentation and technical data supplied with or included in such products may be subject to export control laws and regulations, including, but not limited to, the U.S. Export Administration Regulations and the International Traffic in Arms Regulations. The Client shall comply with all applicable national and foreign laws, regulations, and rules for the transfer of the products (including the associated documentation, in particular the applicable export regulations) and shall fulfill all necessary obligations (including obtaining all necessary export licenses or other official approvals) before exporting or releasing products that are subject to the export regulations. The Client shall be solely responsible for any claims incurred by Insight as a result of Client's breach of this provision. At the Client's request, Insight will provide information about the products and services that are affected by export restrictions due to contractual declarations of submission. Insight is neither obliged to provide services nor to ship products to locations where export restrictions apply.

## B) Special conditions for the procurement of software

### I) Regulations on the quality of software

1. Unless expressly agreed otherwise, the contractual software is standard software that has not been produced individually for the Client and its needs. Agreements for the delivery of contractual software are sales agreements. The Parties agree that it is impossible to develop error-free standard software for all application conditions according to the current state of technology. Bug lists (i.e., a list of known errors in the product) issued by Insight or the manufacturer are part of the contractual quality agreement for the software.

2. Insight shall provide the Client with the manufacturer's original user documentation if Insight supplies standard software from third parties and the manufacturer makes such documentation available. Insight is not obliged to provide any documentation beyond this. If the Client so wishes, Insight shall give the Client the opportunity to inspect the user documentation to be supplied before the agreement is concluded. Furthermore, the user documentation, if applicable as online help, is made available as part of the software delivery on the homepage of the manufacturer or distributor or the respective Client portals. Insight shall provide the Client with an offer for further documentation in writing provided that the Client requests it and informs Insight before conclusion of the agreement.
3. If Insight supplies software, Insight shall deliver the software in the form in which it is provided by the manufacturer or Insight's partner (e.g., object code on a data carrier, sent by email, or made available for download). There is no right to disclosure or release of the source code.
4. Insight is entitled to have Insight's services provided in whole or in part by third parties. If specific third parties are named in the agreement, their terms of use or service shall take precedence. Upon request, the Client shall receive information about the use of third parties before the agreement is concluded and, if requested, access to their terms of use or service. After conclusion of the agreement, this right of inspection exists at any time upon request.
5. The Client shall ensure that the installation and test operations are carried out by technically suitable and trained employees of the Client.

## II) Rights of use of software

1. The usage options and rights granted to the Client can be revoked at any time before full payment has been made. Rights of use are only transferred to the Client once payment has been made in full.
2. The manufacturer's terms of use and licensing apply insofar as Insight supplies standard software or other copyrighted material. These terms of use shall be made available to the Client if necessary upon request prior to the conclusion of the agreement with Insight. In order to be able to use standard software or other copyrighted material, the Client must accept the manufacturer's end-user license agreement (EULA). This may require the Client to make a corresponding declaration in the software itself or in an online portal provided by the manufacturer. The permitted use and the scope of the license granted to the Client is then based exclusively on the manufacturer's terms of use and license. In the case of open-source software distributed by Insight, the Client is obliged to observe the license conditions for the respective software and, in particular, to use the software only within the scope of the license conditions.
3. Unless otherwise agreed and if the manufacturer does not provide any terms of use and license conditions, the following applies:
  - a) The Client receives a non-transferable, non-exclusive, time-limited license to use the software. The Client is not permitted to grant any kind of usage rights to third parties. Unless a network license (= multi-user license) has been agreed, the software may only be used on a single hardware unit. When replacing the hardware, the software must be completely deleted from the hardware used before the replacement. Use or storage on more than one hardware unit and copying are not permitted. If a multi-user license has been agreed upon, the right of use applies to the contractually agreed hardware locations of the contractually determined local network. The Client must take appropriate measures to effectively prevent any use of the software by third parties.
  - b) The Client is expressly prohibited from passing on, reproducing, distributing or making publicly accessible, editing, processing, modifying, or leasing software or material made available to the Client or given to the Client in text or written form unless the Client is permitted to do so by mandatory law.
  - c) The removal or modification of existing copyright notices or register features, such as the register numbers in the software, is expressly prohibited. The Client is not permitted to carry out reverse engineering (tracking the computer program back to previous development stages, e.g., the source code, reverse analysis, reverse engineering, decompiling), regardless of the form or means used.
6. Without prejudice to other rights, Insight is entitled to demand a contractual penalty for any case of culpable violation by the Client of the above provisions of Section B) II). The contractual penalty is determined by Insight on a case-by-case basis in accordance with Section 315 of the German

Civil Code (BGB). The amount of the contractual penalty may be reviewed by the responsible court in accordance with Section 343 of the BGB.

7. Third parties within the meaning of the provision of this Section B. II) shall also include branch offices and other organizational or geographically separate facilities as well as companies affiliated with the Client.

## III) Special provisions for temporary use

1. The following provisions apply additionally and with priority if Insight agrees with the Client on the transfer of an item or a right (i.e., software) for a limited period of time.
  2. A license to use software granted in Section B) II) shall not be valid for an unlimited period of time in the case of temporary use, but rather only for the duration of the agreed period of use.
  3. Unless otherwise stipulated, the Client must pay the usage fee in advance and in full as a one-off payment. If the periods are not complete, the Client owes the usage fee pro rata. The Client is not entitled to withhold the usage fee in whole or in part. If there are claims for reimbursement of the usage fee, such claims remain unaffected.
  4. Unless it is a property warranted by Insight within the meaning of Section 276 Paragraph 1 of the BGB, Insight's strict liability for initial defects, regardless of fault, is excluded.
  5. The Client is not permitted to transfer the item or software to third parties, for example by way of subletting. The Client is also not permitted to change or cancel an agreed location. If there is no agreement on a location, the first location at the Client's premises is deemed to be agreed.
  6. If the Client is supplied with physical objects or software which the Client uses on the Client's own hardware or hardware from third parties, Insight is not obliged to maintain the supplied object or software. The Client must bear this obligation. Insight's pricing is based on this allocation of responsibilities. The Client is free to make use of support or maintenance services offered by Insight or the manufacturer, if necessary, for a fee. If the Client makes use of such services from the manufacturer, Insight will contribute to the acquisition of such services to a reasonable extent. The Client is not entitled to make changes to the subject matter of the agreement. Anything else only applies if Insight has agreed to the change. In the case of the delivery of hardware, this applies in particular to the installation of new hardware parts or operating systems. Application software must be installed at the Client's risk and expense. The installation and application of software updates is only permitted with the express consent of Insight and is carried out at the Client's own expense and risk. Insight shall grant its consent to the extent necessary to maintain the software.
  7. The Client shall only be entitled to terminate the agreement due to the non-granting or withdrawal of contractual use after the expiry of a reasonable period for replacement delivery. If Insight refuses to deliver a replacement, the Client is not required to set a deadline. The same applies if there are important reasons that justify an extraordinary termination in consideration of the interests of both Parties. An important reason for an extraordinary termination by Insight is, in particular, if the Client does not comply with its information and cooperation obligations for the conclusion of the license agreement with the manufacturer (OEM) despite a reminder with a reasonable grace period.
  8. If software is provided on a temporary basis, the Client is obliged to permanently destroy all copies of the software or parts of the software after the expiry of the period. The Client must ensure that a restoration is technically impossible. The Client must confirm the deletion to Insight in writing. Following prior notice, Insight is entitled, at its own expense, to check on site at the Client's premises whether the deletion has taken place and, in connection with this check, is also entitled to access all the Client's facilities required to carry out the check, in particular hardware facilities and the IT systems. The Client is obliged to provide the appropriate facilities for the inspection and to participate in the inspection to the extent necessary.

## d) Final provisions

### I) Data protection

Insight processes personal data in accordance with legal data protection requirements. Insight's data protection regulations for order processing in accordance with Art. 28 of the EU GDPR apply additionally.

### II) 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.