GENERAL TERMS AND CONDITIONS OF BUSINESS
for SOFTWARE-as-a-SERVICE (SaaS)
- For commercial transactions only -

1.   Content and implementation

(1) Parties and subject matter. This contract regulates the legal relationship between Matrix42 AG, Elbinger Strasse 7 in 60487 Frankfurt am Main ("**Matrix42**") and its customers ("**Customer**") in relation to the provision of software for use via the Internet (Software as a Service). For the respective individual software products to be provided, the relevant Service Conditions shall also apply. In the event of a conflict between these General Terms and Conditions of Business and the Service Conditions, the Service Conditions shall take precedence.

(2) No differing regulations. The application of differing provisions or provisions going beyond these regulations shall be excluded. This applies in particular for general terms and conditions of business of the customer, even if Matrix42 accepts a customer's order, in which the customer indicates its general terms and conditions of business and/or the general terms and conditions of business of the customer are attached and Matrix42 does not reject these.

(3) Obligations in electronic commerce. Section 312g (1) Nos. 1, 2 and 3 as well as Section 312g (1) sentence 2 of the BGB (German Civil Code), which provide for certain obligations of the entrepreneur in the case of contracts in electronic commerce, shall be waived.

2.   Services of Matrix42

(1) Rights of use. Matrix42 provides the Customer with the software product designated and described in the Service Conditions ("**Software**") for use via the Internet ("**Service**"). The software runs on computers in a data centre used by Matrix42; the Customer shall receive for the term of this contract the non-exclusive and non-transferable right to access the software through a browser and an Internet connection and to use it for its own business purposes solely in the pursuit of its commercial or independent professional activities ("**Service**"). The Customer shall be responsible for the Internet connection between the Customer and the data centre and all the hardware and software required (e.g. PC, network connection, browser). This right of use shall be limited to the number of usage units ordered by the Customer (e.g. number of users or managed devices). These usage units shall be specified in the Service Conditions. A transfer of use or provision of services to third parties shall be prohibited. Matrix42 does not provide its services for consumers, but rather solely for the purposes of the commercial or independent professional activities of the Customer.

(2) Installation. The Customer itself shall perform the initial set-up of the Service (individual settings or import of data). A change to the Service, in particular a reprogramming at the request of the Customer, shall not be owed. Respective Service performances must be agreed and remunerated specially.

(3) Support. Matrix42 provides a free online support system to assist in the use of the Services. The support does not include: general know-how transfer, training, configuration and implementation or customer-specific documentation or customisation of the software. Support is provided by e-mail at **helpdesk.cloud@matrix42.com**, by telephone: **+49 (0) 6102 816 140**, on the Service portal or the online forum. The support services are provided by Matrix42 on work days Monday to Friday between 08:30 – 17:00 (CET). Exceptions to this shall be public holidays in Hessen and 24. and 31. December of each year. Inquiries received outside of these support hours shall be deemed as received during the next work day.

(4) Changes to performance. Matrix42 shall be allowed to change the Service (including the system requirements for this) to bring it in line with technical or economic market changes and for good reason. A good reason shall exist, in particular, if the change is required, due to (i) a necessary adaptation to a new legal position or jurisdiction, (ii) changing technical framework conditions (new browser versions or technical standards), (iii) the protection of system security, or (iv) the further development of the Service (the withdrawing of old features that have been largely replaced by new ones). Matrix42 shall notify the Customer by e-mail of any change that will adversely affect the latter in good time, usually two weeks before the implementation of this. The Customer's consent to such a change shall be deemed granted if the Customer does not object to the change in writing or by e-mail by the change deadline. When notifying of the change, Matrix42 shall make reference to this legal consequence again separately. If the change were to disrupt the balance between the contractual parties not merely insignificantly to the detriment of the Customer, the change shall not be made.

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3. Remuneration and default of payment

(1) Payment structure. The Customer shall owe Matrix42 for the use of the Service during the term of the contract the remuneration agreed in the Service description. The remuneration may consist of a one-off set-up fee, a fixed monthly basic fee and a monthly fee dependent on the number of usage units ordered or used.

(2) Formulation of the basic and usage fees. The basic and usage fees shall be due in full in advance at the beginning of the contract for the basic term of the contract (see section 9 (2)) and then at the beginning of each renewal term (see section 9(2)) for each respective renewal term. An increase in the number of usage units ordered (or a change to a higher service package) shall be possible at any time; a reduction (or change to a lower service package) shall be possible only with effect from the end of the basic term or any renewal terms, or earlier with the consent of Matrix42. In the event of an increase in the number of usage units ordered during the basic term or a renewal term, the additional fees shall be charged on a pro rata basis. For the additional usage units, the prices corresponding to the Matrix42 price list valid at the time of the ordering of the additional units shall apply.

(3) Invoicing. Matrix42 shall invoice the fees in advance at the beginning of the contract and subsequently at the beginning of each renewal term. The invoice amount shall be payable within 30 days.

(4) Net prices. Prices shall be quoted exclusive of the respective statutory value-added tax (VAT).

(5) Default of payment. Should the Customer default in the payment of the remuneration or a substantial portion of the remuneration for two calendar months or in a period extending over more than two months default in the payment of the remuneration to an amount corresponding to twice a monthly basis fee plus usage fee, Matrix42 shall be entitled, after a warning to this effect by e-mail or letter, to block access to the Service or to exercise extraordinary termination of the contract. During this blocking period, the Customer shall have no access to the data stored in the Service. In the event of a termination, section 9(4) shall apply.

(6) Price changes. Matrix42 shall be entitled to increase or reduce the prices agreed with the Customer upon the expiry of least 12 months from the effective date of the last price change respectively (but no earlier than 24 months after the conclusion of the Software as a Service contract) with effect from the beginning of the following renewal term. Such a price increase may not amount to more than 5% per year of contract, unless the labour costs of Matrix42 for the provision of services have risen by more than 5% per year of contract. The revised prices shall take effect if (i) Matrix42 announces them to the Customer in advance in writing or by e-mail at least six weeks prior to them taking effect, and (ii) the Customer does not object to them in writing or by e-mail within six weeks of notification. When notifying of the price change, Matrix42 shall make reference to this legal consequence again separately. If the Customer objects, the existing prices shall continue to apply. Matrix42 shall have the right to ordinary termination of the contract in accordance with section 9(2).

4. Responsibilities and obligations of the Customer

(1) Back-up copies. It shall be the responsibility of the Customer to export copies of the data it enters on a regular basis and to make back-up copies or to print out and keep the relevant information.

(2) System requirements and obligation to cooperate. Customer hardware and software requirements and organisational requirements as well as the Customer's duties to cooperate are governed by the Service Conditions.

(3) The Customer agrees subject to revocation at any time by email to info@matrix.com or in writing, that Matrix42 shall be entitled to utilize Customers name and company logo online and offline for promotional purposes for the software products of Matrix42, in particular in print media and via databases, electronic data networks and online services (e.g. FTP, WWW, email, Youtube, Flickr, Facebook and similar networks), to duplicate them, to distribute them, to make them available for download, to publish them and to present them.
The Customer further agrees to be available for new customers - subject to an appointment in advance - regarding any questions pertaining to the software of Matrix42 that he uses.

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5.   Customer data and data protection

(1) Customer data. The data entered by the Customer in the course of using the Service and thereby generated and attributable to the Customer ("**Customer Data**") shall be available exclusively to the Customer. Matrix42 shall treat the Customer Data confidentially.

(2) Contracted data processing. Insofar as Customer Data comprises personal data, the following shall apply: Matrix42 processes Customer Data as a contracted data processor within the meaning of Section 11 of the German Federal Data Protection Act (BDSG), exclusively on behalf of and according to the instructions of the Customer and for the sole purpose of providing the Service. Matrix42 shall take appropriate technical and organisational measures for the protection of Customer data. The Customer shall remain responsible for the legality of the collection, processing and use of Customer data in accordance with the statutory provisions, in particular the BDSG. The Customer shall be entitled to use as a data centre a hosting provider based in the European Union or the European Economic Area. Details shall be regulated by the parties in a separate contract for contracted data processing.

6.   Claims for defects

(1) Rectification of defects. The Customer must notify Matrix42 immediately of any defects in the service and explain in detail the circumstances surrounding the occurrence of these. Matrix42 shall rectify the defect within a reasonable time period. Matrix42 shall be entitled to circumvent the defect by means of a workaround solution if the cause of the defect itself can be rectified only with disproportionate effort and the usability of the Service is not significantly impaired.

(2) Service levels. Any Service levels available for the rectification of defects in individual services are set out in the Service Description.

(3) Initial impossibility. The strict liability for initial defects in accordance with Section 536a (1), Clause 1 of the German Civil Code (BGB) shall be excluded.

7.   Indemnification obligations

(1) Duty to indemnify. If third parties (including public bodies) assert claims or rights violations against Matrix42 based on the claim that the Customer has breached its contractual obligations, in particular recorded illegal data in the Service or has used the Service in an anti-competitive or otherwise unlawful manner, the following shall apply: The Customer shall indemnify Matrix42 against these claims immediately, offer Matrix42 appropriate support for its legal defence and indemnify Matrix42 against the costs of the legal defence.

(2) Preconditions for the duty to indemnify. Preconditions for the duty to indemnify pursuant to section 7(1) shall be that Matrix42 informs the Customer immediately in writing of any claims asserted, does not issue any acknowledgements or similar declarations and allows the Customer, where possible, to lead all judicial and extrajudicial negotiations regarding these claims at the cost of the Customer.

8.   Liability

(1) Matrix42 shall be liable for damages, insofar as these
- were caused by the wilful or gross negligence of Matrix42, or
- were caused by slight negligence by Matrix42 and result from significant breaches of obligations that jeopardise the achievement of the purpose of the contract, or from the breach of obligations, the fulfilment of which is prerequisite to enable the proper implementation of the contract and upon compliance of which the Customer should be able to rely (e.g. Customer Data is completely lost and old data is not reconstructible).

In all other respects, the liability of Matrix42 shall be excluded, irrespective of the legal basis thereof, unless Matrix42 is liable as mandated by law, in particular on account of injury to life, body or health of a person, the assumption of an express guarantee, fraudulent concealment of a defect or in accordance with product liability law. Guarantees from Matrix42 shall be made in writing and shall be designated as such.

(2) Limitation in terms of amount. In the case of section 8(1) b), our liability shall be limited to € 500.000.

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(3) Employees and representatives of Matrix42. The limitations of liability set out in paragraphs 8(1) and 8(2) shall also apply to claims against employees and representatives of Matrix42.

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9.   Term of contract and termination

(1) Free trial period. Unless otherwise regulated in the Service Conditions, the following shall apply for the term of the contract with respect to an individual service: Upon conclusion of contract, there shall be an initial 30-day trial period. In the test period there shall be no set-up, basic or usage fees. The contract shall automatically expire at the end of the trial period, if the Customer does not specifically order the Service for a subsequent additional term. The Customer shall be informed of this before the expiry of the trial period. If the Customer orders the service for a further term, the basic term pursuant to section 9(2) shall begin with the expiry of the test period

(2) Term. The contract shall, depending on the order of the Customer, be concluded for a defined period of time (e.g. six, twelve, eighteen or twenty-four months) ("**Basic Term**") and shall then renew automatically for the same period ("**Renewal Term**"), if the contract is not terminated by either party with a notice period of four weeks ("**Notice Period**") to the end of the Basic Term or a Renewal Term. The right to termination for good cause shall remain unaffected. For the reduction in the number of usage units, section 3(2) shall apply.

(3) Form requirement. Termination must be made in writing.

(4) Data at end of contract. The Customer can export the Customer Data using the export function of the respective service during the contract period. After the end of the contract term, the Customer shall no longer have access to the Customer Data. With the expiry of one month after the end of the contract, or earlier at the request of the Customer, Matrix42 shall delete the Customer Data completely and permanently, unless this contravenes any legal obligations of Matrix42 to retain data. Matrix42 shall be obliged to release the Customer Data in a different manner (e.g. in terms of time, format or migration) only if this is agreed and paid for separately.

10.   Final provisions

(1) Service Conditions. The Service Conditions of the respective Service commissioned are a component of the contract.

(2) Set-offs. The Customer may only offset or assert a right of retention with a claim other than its contractual counterclaims from the respective legal transaction concerned, if this claim is recognised by Matrix42 as undisputed or is legally established.

(3) Written form. Changes to this contract must be made in writing. This shall also apply to the waiver of the requirement for written form.

(4) Applicable Law. This Contract shall be exclusively subject to German law under exclusion of the UN Convention on Contracts for the International Sale of Goods.

(5) Place of jurisdiction. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of exclusive jurisdiction shall be Hamburg.