

# GENERAL TERMS AND CONDITIONS for Software and Services

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# Table of contents

<b>1. Scope of application</b>	1
1.1 Subject matter	1
1.2 Area of application	1
1.3 Customer's Conditions of Purchase	1
1.4 Definitions	1
<b>2. Conclusion of contract</b>	2
2.1 Subject matter of the contract	2
2.2 Conclusion of an individual contract	2
2.3 Differing declaration of acceptance by the Customer	2
2.4 Third-party terms of use	2
<b>3. Software provision</b>	2
3.1 Type of provision	2
3.2 Software rental	2
3.3 Software as a Service (SaaS)	2
3.4 User manual	2
3.5 Hybrid use	3
<b>4. Range of functions and features</b>	3
4.1 Range of functions of the standard software	3
4.2 Customised configurations	3
4.3 Features in Software as a Service	3
<b>5. Special provisions for Software as a Service</b>	3
5.1 Availability levels	3
5.2 Service transfer point	3
5.3 Calculation of availability	4
5.4 Service credits for breaches of the availability commitment	4
5.5 Modification and expansion of service levels	5
5.6 Data portability	5
5.7 Supported export formats	5
5.8 Interoperability	5
5.9 Technical security measures	5
5.10 Organisational safety measures	6
5.11 Access control for SaaS	6
5.12 Incident Response Management	6
5.13 Responsibilities and communication obligations	6
5.14 Utilisation of planning data for product improvement	6
5.14.1 Purpose and scope	6
5.14.2 Anonymisation and data protection	6
5.14.3 Right to object	6
5.14.4 Area of application	7
<b>6. Troubleshooting and maintenance</b>	7
6.1 Software rental	7
6.2 Software as a Service	7
6.2.1 Maintenance services	7
6.2.2 Planned maintenance work	7
6.2.3 Emergency maintenance work	7
6.2.4 Hybrid use	7
6.3 Technical support services	7
6.3.1 Services	7
6.3.2 Service hours	8

6.4	Processing errors and disruptions	8
6.4.1	Error and disruption categories	8
6.4.2	Response times	8
6.4.3	Measures for troubleshooting or rectification of disruptions	8
<b>7.</b>	<b>Excluded services</b>	9
<b>8.</b>	<b>Rights of use</b>	9
8.1	Granting of rights	9
8.2	Scope of usage	9
8.2.1	Installation in the Customer's IT environment (software rental)	9
8.2.2	Software as a Service (SaaS)	9
8.2.3	Authorised actions during use	9
8.3	Restrictions on use	9
8.3.1	Reverse engineering	9
8.3.2	Editing	10
8.3.3	Transfer of the software	10
8.3.4	Other restrictions	10
<b>9.</b>	<b>Usage tracking</b>	10
9.1	Licence validation in the Customer's IT environment	10
9.2	Prohibition of circumvention	11
9.3	Right to audit	11
<b>10.</b>	<b>Prices and terms of payment</b>	11
10.1	Remuneration for software provision	11
10.2	Increasing or decreasing the parameters of use	11
10.3	Minimum terms and discounts	12
10.4	Value added tax	12
10.5	Terms of payment	12
10.6	Price adjustment	12
10.7	Default of payment	13
<b>11.</b>	<b>Customer's obligations</b>	13
11.1	System requirements	13
11.1.1	Installation in the Customer's IT environment	13
11.1.2	Software as a Service	13
11.2	Data backup	13
11.2.1	Installation in the Customer's IT environment	13
11.2.2	Software as a Service	14
11.3	Access protection	14
11.3.1	General obligations	14
11.3.2	Installation in the Customer's IT environment	14
11.3.3	Software as a Service	14
11.4	Disruption reports	15
11.4.1	Installation in the Customer's IT environment	15
11.4.2	Software as a Service	15
11.5	Compliance	15
11.5.1	General obligations	15
11.5.2	Use of the standard software in the Customer's IT environment	15
11.5.3	Use of the standard software as part of Software as a Service	15
11.5.4	Hybrid use of the software	16
11.6	IT security obligations	16
11.6.1	Access security	16
11.6.2	End device security	16
11.6.3	IT security for data processing	16
11.6.4	Reporting obligations	16
11.6.5	IT security in hybrid use	17

<b>12. Contract term and termination</b>	17
12.1 Scope of application	17
12.2 Contract term and ordinary termination	17
12.2.1 Installation in the Customer's IT environment	17
12.2.2 Software as a Service	17
12.2.3 Hybrid use	18
12.3 Extraordinary cancellation	18
12.4 Good cause for extraordinary cancellation by CARAT	18
12.5 Notification of termination	18
12.6 Consequences of termination	19
12.6.1 Installation in the Customer's IT environment	19
12.6.2 Data return for Software as a Service	19
12.6.3 Exit support services from CARAT	19
<b>13. Customer's rights in the event of defects</b>	19
13.1 Scope of application	19
13.2 Definition of defect	19
13.3 Notification of defects	20
13.4 Rectification of defects	20
13.5 Additional rights in the event of defects	20
13.6 Exclusion of warranty rights	20
13.7 Limitation period	20
13.8 Liability for initial defects	20
<b>14. Liability</b>	21
14.1 Unlimited liability	21
14.2 Liability for slight negligence	21
14.3 Limitation of liability for slight negligence	21
14.4 Liability for data loss	21
14.4.1 Use in the Customer's IT environment	21
14.4.2 Software as a Service	21
14.5 Limitation period	21
<b>15. Supplementary services</b>	22
15.1 Subject matter and scope of application	22
15.2 Scope of supplementary services	22
15.3 Dates and deadlines	22
15.4 Legal categorisation of supplementary services	22
15.5 Migration and transformation services	22
15.6 Remuneration for supplementary services	22
15.7 Customer's obligation to cooperate	22
15.8 Acceptance of work and labour	23
15.9 Change request management	23
15.10 Inadequate supplementary service	23
15.11 Liability for supplementary services	23
15.12 Rights of use to work results	23
15.12.1 Scope of application	23
15.12.2 Rights of use to software-related work results	23
15.12.3 Rights of use to independent work results	24
15.12.4 Reservation of rights	24
15.12.5 Restrictions on use	24
15.12.6 Exceptions	24
15.12.7 Differentiation from portable customer data	24
15.12.8 Reservation of rights	24

15.13	Contract term and termination of supplementary services	24
15.13.1	Contracts for work and labour	24
15.13.2	Service contracts	25
15.13.3	Extraordinary cancellation	25
15.13.4	Training courses and workshops	25
15.13.5	Form of cancellation	25
15.13.6	Consequences of termination	25
<b>16.</b>	<b>Data protection</b>	26
16.1	General principles	26
16.2	Installation in the Customer's IT environment	26
16.3	Software as a Service	26
16.4	Hybrid use	26
<b>17.</b>	<b>Confidentiality</b>	26
17.1	Area of application	26
17.2	Trade secrets	26
17.3	Confidentiality obligations	27
17.4	Authorised disclosure	27
17.5	Exceptions	27
17.6	Duration	27
17.7	Return	27
<b>18.</b>	<b>Use of subcontractors</b>	27
18.1	Principle	27
18.2	General requirements	27
18.2.1	IT security	27
18.2.2	Confidentiality	27
18.3	Special requirements for subcontracted data processing	27
18.3.1	Information about subcontractors	27
18.3.2	Subcontracting agreements with subcontractors	27
18.3.3	Processing locations	28
18.4	Special requirements for Software as a Service	28
18.4.1	Processing of the Customer's personal data	28
18.4.2	Data portability and interoperability	38
18.5	Responsibility and liability	28
<b>19.</b>	<b>Final provisions</b>	28
19.1	Changes to the T&C	28
19.2	Choice of law	28
19.3	Place of jurisdiction	28
19.4	Place of performance	29
19.5	Text form	29
19.6	Severability	29
19.7	Precedence of the German version	29
19.8	Assignment and assumption of contract	29

## 1. Scope of application

### 1.1 Subject matter

These General Terms and Conditions (hereinafter "T&C") govern all legal relationships between CARAT Gesellschaft für Organisation und Softwareentwicklung mbH, Hans-Strothoff-Platz 1, 63303 Dreieich (hereinafter „CARAT“) and its commercial customers (hereinafter „Customer“) in connection with the following contractual services:

- the temporary provision of standard software for installation in a system environment provided by the Customer (hereinafter „use in the Customer’s IT environment“ or „software rental“),
- the temporary provision of standard software via the Internet in a cloud environment provided by CARAT (hereinafter „Software as a Service“ or „SaaS service“),
- the combination of use in the Customer’s IT environment and SaaS (hereinafter „hybrid use“), and
- supplementary services such as installation, training, consulting and customer-specific adaptations (customising).

### 1.2 Area of application

These T&C shall enter into force on 01 May 2026 and shall apply to all business relationships between CARAT and the Customer with regard to the above-listed services, unless expressly agreed otherwise in text form.

In the case of follow-up transactions, these T&C shall also apply even if no express reference is made to these T&C when the follow-up contract is concluded.

For existing individual contracts that refer to an earlier version of CARAT’s T&C, the present T&C shall apply, provided that CARAT sends these T&C to the Customer in text form and expressly indicates their intended validity for ongoing contractual relationships and points out the Customer’s right to object within six weeks and provided that the Customer does not submit an objection to CARAT in text form within this period.

### 1.3 Customer’s Conditions of Purchase

Deviating, conflicting or supplementary terms and conditions of the Customer (Conditions of Purchase) shall only become part of the contract if CARAT has expressly agreed to them in text form. This shall also apply if CARAT fulfils an order placed by the Customer without expressly objecting to the Customer’s Conditions of Purchase referred to in the order. References by CARAT to letters or documents containing the Customer’s Conditions of Purchase or references to these Conditions of Purchase shall also not constitute acceptance of their validity.

### 1.4 Definitions

Unless otherwise expressly stipulated in these T&C or in an individual contract, or unless a different meaning is clear from the context of the respective use, the following definitions shall apply:

**„Working days“** for the purposes of these T&C are Monday to Friday, with the exception of national public holidays in Germany and public holidays in the state of Hesse.

**„Supplementary services“** means all services provided by CARAT that go beyond the provision of the standard software including the maintenance, troubleshooting and technical support contained in accordance with section 6 of these T&C. Supplementary services within the meaning of these T&C are in particular the following services: On-site installation, training, personalised consulting, customer-specific adaptations (customising), development of special functions, data migration and other project-related support services. The provision of supplementary services always requires a separate contractual agreement in accordance with section 15 of these T&C and separate remuneration.

**„Customer’s IT environment“** means all IT systems that are under the Customer’s administrative control and on which the Customer installs and operates the standard software under their own responsibility as part of the software rental granted by the individual contract - regardless of the location, infrastructure model or ownership of these systems.

**„Customer portal“** means the web-based platform provided by CARAT via which the Customer accesses the SaaS service, submits support requests and can use administrative functions of the SaaS service.

**„Named user“** refers to a named natural person who has been authorised by the Customer to use the standard software and has individual access data.

**„Software as a Service“** (also „SaaS“) refers to the temporary provision of standard software via the Internet in a cloud environment provided by CARAT in return for payment of a recurring fee. Access is browser-based, without the need for a local installation of the standard software in the Customer’s IT environment.

„**Software rental**“ means the temporary provision of standard software for installation and use in the Customer’s IT environment in return for payment of a recurring fee.

„**Standard software**“ means all application programs that CARAT provides to the Customer for use on the basis of an individual contract for software rental or Software as a Service - regardless of whether these programs are developed by CARAT itself, licensed from third parties or provided as an integrated solution. This includes, in particular, the „CARAT Kitchen planning“ and „CARAT kitchenstox“ application programs developed by CARAT.

## 2. Conclusion of contract

### 2.1 Subject matter of the contract

A claim by the Customer to services to be provided by CARAT hereunder shall require that the parties have previously concluded an individual contract for the services in question. The subject matter of the respective individual contract is the services described in detail in the respective individual contract and in these T&C. In the event of contradictory information, the contents of the individual contract shall take precedence.

### 2.2 Conclusion of an individual contract

If the Customer wishes to purchase certain services from CARAT, CARAT shall submit a corresponding offer to the Customer in text form. Upon acceptance of CARAT’s offer by the Customer, also in text form, an individual contract shall be concluded between CARAT and the Customer regarding the services and conditions offered by CARAT.

The content of an individual contract shall be conclusively determined by the services and conditions indicated in CARAT’s offer and the provisions of these T&C. In the event of contradictions, the contents of the individual contract shall take precedence over any contrary provisions in these T&C.

### 2.3 Differing declaration of acceptance by the Customer

If the content of the Customer’s declaration of acceptance deviates from CARAT’s offer, the deviations shall only become part of the individual contract if CARAT expressly confirms the deviations in text form.

### 2.4 Third-party terms of use

If CARAT provides third-party software, content or databases (e.g. furniture catalogues) as part of the services agreed in the individual contract, the use of these may be subject to separate terms of use issued by the respective third-party provider. Such third-party terms of use shall only be taken into account if and insofar as this is agreed in the respective individual contract.

On request, CARAT shall provide the Customer with an overview of the integrated manufacturer catalogues and their major terms of use.

## 3. Software provision

### 3.1 Type of provision

The delivery and provision of the standard software for use by the Customer is based on the manner of use agreed in the individual contract (software rental, Software as a Service or hybrid use).

### 3.2 Software rental

If the parties have agreed in the individual contract that the Customer shall use the standard software in the Customer’s IT environment, delivery shall be made by electronic transmission of a download link together with access data to the Customer’s e-mail address as defined in the individual contract.

It is the Customer’s responsibility to install the software in the Customer’s IT environment. If the Customer requires support services from CARAT, these shall be agreed separately in an individual contract and remunerated separately. The provisions for supplementary services agreed in the following section 15 shall apply to such support services.

### 3.3 Software as a Service (SaaS)

If the parties have agreed the use of the standard software as Software as a Service (SaaS) in the individual contract, the standard software shall be provided to the Customer by CARAT for use in a cloud-based system environment. Access to the standard software in this system environment shall be via the Internet using the access data provided to the Customer by CARAT.

### 3.4 User manual

CARAT shall also provide the Customer with a user manual for the respective standard software in electronic

form as part of software provision. The user manual shall include the functional description of the standard software, the system requirements and supported environments as well as operating instructions for the basic functions of the standard software. If help functions are integrated in the standard software, these are also provided together with the standard software.

Unless expressly agreed otherwise in the individual contract, the user manual shall be provided in German.

CARAT is authorised to adapt the user manual in the event of additions or changes to the functions of the standard software. There is no obligation to update user manuals for older versions of the standard software.

### **3.5 Hybrid use**

If agreed in the respective individual contract, CARAT offers customers with special operational requirements the software for "hybrid use". Core functions of the standard software are still operated by the Customer in the Customer's IT environment, while additional functions are provided by CARAT in the cloud environment via the SaaS service.

In particular, CARAT offers the „CARAT one“ solution for hybrid use. It permits combination of components installed locally in the Customer's IT environment with cloud-based services. The current scope of functions at any given time and the necessary technical requirements for hybrid use can be found in the applicable CARAT service description.

Depending on the solution chosen, hybrid use can include selective synchronisation of defined databases and other integration functions. In the event of data conflicts, the data stored in the SaaS service shall take precedence, unless otherwise stipulated in the individual contract.

The specific technical requirements, the supported functions and the remuneration applicable to hybrid use are defined in the respective individual contract.

## **4. Range of functions and features**

### **4.1 Range of functions of the standard software**

The range of functions of the standard software provided by CARAT is set out in full in CARAT's service description valid at the time of conclusion of the contract.

### **4.2 Customised configurations**

Insofar as the standard software provides configuration options, these can be used independently by the Customer within the scope of the administration functions provided. The type and scope of the configuration options available in each case can be found in the current version of the user manual provided by CARAT for the respective standard software. Configuration, customisation or development services by CARAT are not part of provision of the software and must be agreed separately in text form as supplementary services in accordance with section 15 of these T&C.

### **4.3 Features in Software as a Service**

The features of the SaaS service are based on the range of functions of the standard software agreed in these T&C and the respective individual contract as well as the availability commitments and service level agreements also specified in these documents.

## **5. Special provisions for Software as a Service**

### **5.1 Availability levels**

Unless otherwise agreed in the individual contract, the availability of the SaaS service shall be 98% p.a.

### **5.2 Service transfer point**

The availability commitment made as part of the SaaS service refers to the availability of the SaaS service at the service transfer point. This is located at the point of origin of the network infrastructure operated or used by CARAT in the data centre in which the cloud environment for the SaaS service offered by CARAT is hosted.

CARAT's area of responsibility includes the following IT components of the cloud environment provided by CARAT up to the service transfer point:

- the entire server and application infrastructure managed by CARAT,
- load balancers, firewalls and other network components within the cloud environment,
- the network connection up to the Internet exchange point or carrier transfer point of the data centre in which the cloud environment is hosted.

From the service transfer point onwards, responsibility for data transmission to the Customer's IT systems lies outside CARAT's area of responsibility.

Disruptions, delays or reductions in performance along this transmission path - in particular within public networks or in the devices and local networks used by the Customer - shall not be taken into account when measuring availability and shall not constitute a breach of the availability commitment by CARAT toward the Customer.

### 5.3 Calculation of availability

Availability is measured at the service transfer point and calculated annually on the basis of the following formula:

- **Availability (%)** = (total time - downtime) / total time × 100

#### The following applies:

- **Total time:** 8,760 hours per calendar year (365 days × 24 hours)
- **Downtime:** Time during which the SaaS service is unavailable or non-functional
- **Measurement interval:** Calendar year
- **Measurement method:** Synthetic monitoring at 5-minute intervals. The measurement is carried out from the data centre regions intended for the respective SaaS service and their monitoring locations. The definitive measuring points are those set up for each data centre provided.

#### The following is not regarded as downtime:

- planned maintenance work in accordance with section 6.2.2 of these T&C,
- emergency maintenance work in accordance with section 6.2.3 of these T&C,
- emergency maintenance to defend against immediate security threats (e.g. critical security patches, zero-day exploits, cyberattacks, data integrity risks, imminent system failures, requirements by the authorities) for a maximum of 8 hours per calendar year,
- failures due to coordinated overload attacks on the systems (referred to as distributed denial-of-service attacks/DDoS attacks), provided that CARAT has implemented appropriate and state-of-the-art protective measures,
- failures due to actions by the Customer or the Customer's users that do not comply with the contractual usage specifications,
- failures or disruptions on the transmission path between the service transfer point and the end devices used by the Customer, and
- failures of Internet providers or DNS services outside the infrastructure operated by CARAT in the cloud environment of the SaaS service.

#### Prerequisites for availability:

Compliance with the agreed availability requires adherence to the quantity structure underlying the respective individual contract (e.g. storage space, traffic, database capacity). Unless expressly agreed otherwise in the individual contract, CARAT shall provide the Customer with a standard storage space of 5 GB per active user or workstation. A reduction or increase in the agreed quantity structure by the Customer without prior consent by CARAT may impair the functionality and availability of the SaaS service without CARAT being responsible for this impairment.

### 5.4 Service credits for breaches of the availability commitment

If CARAT does not provide the agreed availability of the SaaS service for reasons that fall within CARAT's area of responsibility, CARAT shall grant the Customer a credit note in the form of "service credits" upon request in text form. These shall be based on the average availability achieved in the respective calendar month and shall be calculated as follows:

- if availability falls short by less than 1%, the credit is 5% of the monthly fee,
- if availability falls short by 1 % to 3 %, the credit is 10 % of the monthly fee and
- if availability falls short by over 3 %, 25 % of the monthly fee will be credited.

The Customer's claim to service credits is limited to a maximum of 50% of the SaaS fee owed for the month in question. Service credits shall not be paid out, but offset against future payment claims of CARAT against the Customer from the fee for the SaaS service affected by the breach of the availability commitment.

If the individual contract ends before service credits have been fully used, CARAT shall refund any remaining credits to the Customer within 30 days of the end of the contract. Notwithstanding the above, any service credits not used before the end of the contract shall expire without a refund if CARAT cancels the individual contract prematurely for good cause due to a breach of duty for which the Customer is responsible.

The Customer must assert their claim for service credits in text form within 30 calendar days of the end of the relevant calendar month. If no claim is made in this time, the Customer shall no longer be entitled to service credits. CARAT shall inform the Customer within 15 working days of receipt of the notification whether and to what extent a claim exists.

The granting of service credits shall not constitute an acknowledgement of a breach of duty by CARAT and shall not affect any further rights of the Customer. In the event of such an assertion of further rights, any service credits granted shall be offset against any claims for reduction, reimbursement of expenses or damages on the part of the Customer. Accumulation of service credits with other claims of the Customer is excluded; the claim that is economically more favourable for the Customer shall apply in each case.

#### **5.5 Modification and expansion of service levels**

CARAT reserves the right to introduce additional or modified service levels in the future in order to account for technological developments, changed security requirements or operational necessities. New or amended service levels shall apply from the effective date announced in text form for all individual contracts concluded from the effective date. They shall only become part of an existing individual contract if the Customer is notified of them in text form six weeks before they come into effect and the Customer does not object to their validity within six weeks of receipt of the notification of the amended service level, provided that CARAT has expressly informed the Customer of the significance of a failure to object in the notification of the amended service level. Changes to the service level agreed in an individual contract that are made exclusively in the Customer's favour or that do not have any significant detrimental effects on existing services or conditions shall be deemed to have been agreed, even without the Customer's consent, from the announced effective date.

#### **5.6 Data portability**

CARAT shall provide the Customer with a documented function that allows the Customer to export all exportable data at any time in accordance with Art. 2 No. 38 of the EU Regulation 2023/2854 (Data Act). At the Customer's request, CARAT shall enable the one-off, free-of-charge transfer of all exportable data within 30 calendar days in the formats specified in the following section 5.7. The Customer has the right to instruct CARAT to transfer the data to a third party designated by the Customer. Further data transfers are subject to a separate charge.

CARAT's obligation to provide data does not include such information, components or data that constitute trade secrets of CARAT within the meaning of § 2 No. 1 GeschGehG (German Trade Secrets Act) or data of CARAT or third parties that are protected by intellectual property rights, insofar and as long as their exclusion does not unreasonably impede the change of provider.

The provisions of the following section 12.6.2 of these T&C shall also apply to returning data at the end of the contract.

The provisions of this section 5.6 apply accordingly to the hybrid solutions (e.g. CARAT one), but are limited to the Customer's data stored in the cloud environment that can be exported in accordance with Art. 2 No. 38 of the EU Regulation 2023/2854 (Data Act). The Customer bears sole responsibility for exporting and backing up data stored locally in the Customer's IT environment. CARAT shall provide information about the data structure at the Customer's request to enable the Customer to migrate the local data.

#### **5.7 Supported export formats**

The data will be provided in conventional, machine-readable, industry-standard formats that enable further processing of the data without disproportionate effort. CARAT shall document the currently supported export formats and their schemas in the respective valid user manual. The data shall be provided in a format that enables structured, interoperable and secure transfer of business data, planning data, documents and media files. If transferring the data could infringe the rights of third parties, CARAT shall inform the Customer of the reasons without delay and, together with the Customer, seek a lawful solution that is reasonable for the Customer (e.g. alternative transfer methods or subsequent licensing).

#### **5.8 Interoperability**

To ensure interoperability, CARAT shall provide standardised, documented interfaces that enable connection to external systems and applications. The interfaces will be described in the respective valid user manual and will guarantee secure authentication and data transmission according to the state of the art. CARAT shall not use any proprietary data formats and shall not implement any technical or contractual mechanisms that would make it unreasonably difficult to change providers or transfer data. Technical specifications, supported protocols and authentication procedures will be updated regularly and made available to the Customer at CARAT's discretion either in the user manual or on CARAT's customer portal.

#### **5.9 Technical security measures**

CARAT shall use appropriate technical security measures that correspond to the generally recognised state of the art to ensure the security of the SaaS services and the Customer's data processed therein. In particular,

this includes end-to-end encryption of the data transmission using TLS 1.3, encryption of data at rest with AES-256, the use of a web application firewall and appropriate protection mechanisms against DDoS attacks. In addition, CARAT shall regularly apply available security updates and patches as part of maintenance of the SaaS service in order to ensure the required security of the standard software and the cloud environment used. Details about the above can be found in the applicable CARAT service description and in the relevant individual contract. CARAT has the right to adapt its security measures to technological developments and the current state of the art, provided that the adapted measures still achieve the intended protective purpose.

#### **5.10 Organisational safety measures**

CARAT shall take organisational safety precautions in accordance with the generally recognised state of the art. This includes documented incident response management, access controls and regular employee training on information security requirements. All CARAT employees are obliged to maintain confidentiality. In addition, CARAT shall regularly check the security of its systems through suitable in-house tests or through external service providers, in particular through annual penetration tests. The aforementioned measures shall be continuously improved on the basis of internal audits and safety-related events.

#### **5.11 Access control for SaaS**

For SaaS services, CARAT shall implement suitable procedures for authentication and access control according to the state of the art in order to restrict access to authorised users. The procedures used may include, in particular, measures for identity verification, session control or access restriction and shall be regularly reviewed and further developed. Details can be found in the applicable user manual.

#### **5.12 Incident Response Management**

Security incidents shall be categorised and processed by CARAT according to a defined procedure. Critical incidents that could significantly impair operation of the SaaS service shall be reported to affected customers within no more than four hours of CARAT becoming aware of them. CARAT shall then provide ongoing information about the status of incident processing and the countermeasures taken in each case. Once a security incident has been concluded, a structured post-incident report shall be created, containing a root cause analysis, documented countermeasures and, if applicable, recommended preventative measures. The knowledge gained through incidents shall be incorporated systematically into further development of CARAT's security architecture and organisational protective measures.

#### **5.13 Responsibilities and communication obligations**

CARAT shall be responsible for the security of the cloud environment and the standard software provided on it for the Customer up to the service transfer point described in the above section 5.2. The Customer is responsible for using the standard software in a secure manner, for the secure management of access data and for the protection of their IT systems and end devices connected to the SaaS service. The Customer and CARAT undertake to inform each other immediately of any security-relevant incidents or findings.

#### **5.14 Utilisation of planning data for product improvement**

##### **5.14.1 Purpose and scope**

In order to continuously improve the standard software and develop intelligent functions, CARAT is entitled to use the Customer's planning data generated in the context of cloud use in anonymised form for the development, training and optimisation of AI models. Planning data in this sense includes, in particular, 3D planning data, item information and information on the positioning of items in a space. Price information, discounts, calculation data and customer master data are expressly excluded from use.

##### **5.14.2 Anonymisation and data protection**

Before being used for the purposes specified in section 5.14.1, the planning data is anonymised in such a way that no conclusions can be drawn about the Customer or their end customers. Anonymisation is carried out according to the state of the art and also includes any personal data contained in the planning data within the meaning of the GDPR.

##### **5.14.3 Right to object**

The Customer may object to the use of their planning data in accordance with section 5.14.1 at any time without stating reasons. The objection must be sent to CARAT in text form and shall be implemented within 30 calendar days of receipt. After the objection becomes effective, no further planning data of the Customer shall be used for the purposes specified in section 5.14.1. Data that has already been anonymised and integrated in AI models before the objection takes effect remains unaffected by the objection, as subsequent removal from trained models is not technically possible.

#### 5.14.4 Area of application

This section 5.14 applies exclusively to planning data that is stored in CARAT's cloud environment as part of Software as a Service or as part of hybrid use. Planning data that is processed exclusively in the Customer's IT environment (software rental) is not used for training purposes in accordance with section 5.14.1.

## 6. Troubleshooting and maintenance

### 6.1 Software rental

As part of software rental, the Customer shall receive the following services from CARAT for the maintenance and further development of the standard software:

- provision for download by the Customer of all program updates and new versions that CARAT releases for the standard software during the term of the individual contract and makes generally available to its customers of the standard software,
- provision of patches or hotfixes for reproducible errors in the standard software and
- provision of security updates and critical patches that CARAT issues during the term of the rental agreement for the standard software rented by the Customer and makes generally available to its customers.

### 6.2 Software as a Service

#### 6.2.1 Maintenance services

The SaaS service includes the following maintenance services for the standard software and the cloud environment:

- installation of available software updates, patches or hotfixes,
- proactive system monitoring and optimisation,
- installation of available security updates and
- elimination of faults.

#### 6.2.2 Planned maintenance work

Planned maintenance work generally takes place outside of business hours (8.00 p.m. - 06.00 a.m. CET), preferably at weekends and on public holidays. If planned maintenance work may lead to restrictions in the availability or functionality of the SaaS service, CARAT shall announce this via the customer portal at least 48 hours in advance. In hybrid use, the notice shall also be displayed in the desktop application if the desktop version is connected to the cloud.

The duration of planned maintenance windows with availability restrictions is limited to a maximum of 2 hours per maintenance window. In exceptional cases (e.g. major infrastructure updates or security patches), an extended maintenance window of up to 4 hours can be announced 7 days in advance. There is a maximum of 1 scheduled maintenance window with availability restrictions per calendar month.

#### 6.2.3 Emergency maintenance work

Emergency maintenance work to prevent immediate security threats or to correct critical system faults can be carried out at any time without prior notice. If emergency maintenance work leads to restrictions in the availability or functionality of the SaaS service, CARAT shall inform affected customers via the customer portal immediately after the work begins.

#### 6.2.4 Hybrid use

The maintenance services for Software as a Service agreed in the above sections 6.2.1 to 6.2.3 of these T&C shall apply accordingly to the software and cloud components that CARAT operates as a SaaS service within the scope of hybrid use. For the components operated locally in the Customer's IT environment, the services for the maintenance and further development of the standard software listed in the above section 6.1 on software rental shall apply.

### 6.3 Technical support services

#### 6.3.1 Services

As part of software rental and Software as a Service, the Customer shall receive the following technical support services:

- phone support through which the Customer can report errors in the standard software or disruptions of the SaaS service,
- email support for reported errors or disruptions of the SaaS service and
- online help from CARAT with instructions and tips for correcting errors and disruptions.

### 6.3.2 Service hours

Unless otherwise agreed in the individual contract, the phone support service hours are Monday to Friday, except on public holidays in Germany and Hesse, from 8 a.m. to 6 p.m. (CET).

## 6.4 Processing errors and disruptions

CARAT shall process errors in the standard software and disruptions in the SaaS service reported by the Customer in accordance with the error and disruption categories described below within the response times defined below.

### 6.4.1 Error and disruption categories

CARAT classifies errors in the standard software and disruptions of the SaaS service according to their effects as follows:

Category	Definition	Description
Critical	Total failure or core functions completely unusable	System not accessible, data loss, no login possible
Severe	Key functions significantly impaired	3D visualisation failed, saving not possible, catalogues not available
Normal	Individual functions disrupted, workaround available	PDF export faulty, printing problems, individual reports
Low	Reduced convenience without loss of productivity	Longer loading times, cosmetic errors, sorting function

The classification of a fault in the standard software or a disruption of the SaaS service shall be based on the existence of identical or comparable characteristics as defined and described in the above description of the respective category. CARAT reserves the right to adjust a classification made by the Customer of a reported error or disruption following its own review, if the Customer's classification turns out not to match the actual circumstances.

### 6.4.2 Response times

Unless otherwise agreed in the individual contract, the following response times apply:

Category	Response time in service hours
Critical	4 hrs.
Severe	8 hrs.
Normal	24 hrs.
Low	72 hrs.

The specified response times are listed in CARAT service hours during the agreed service hours in accordance with the above section 6.3.2. Outside the agreed service hours, the response time is paused.

„Response time“ means the period between receipt of a proper and complete error or disruption report from the Customer by CARAT via phone or e-mail support during the agreed service hours in accordance with the above section 6.3.2 and the start of qualified processing by a CARAT support employee, recognisable, for example, by feedback, assignment of a ticket number via the CARAT support system, by enquiries to the Customer or an initial measure for fault analysis or processing.

### 6.4.3 Measures for troubleshooting or rectification of disruptions

CARAT shall rectify errors in the standard software and disruptions of the SaaS service within a reasonable period of time based on the effects that an error or disruption has on the Customer's contractual use in accordance with the above error and disruption categorisation. The selection of specific measures to rectify errors or disruptions shall be at CARAT's discretion. The type and severity of the functional impairment, the technical feasibility and the cost-benefit ratio shall be taken into account.

If complete rectification is not possible within a reasonable period of time or is disproportionately

costly, CARAT may provide the Customer with a reasonable workaround solution or instructions for action that enables contractual use with reasonable restrictions. This shall not release CARAT from the obligation to fully remedy the error or disruption.

## 7. Excluded services

The following services are not included in the software rental or SaaS service:

- installation and initial set-up on site,
- individual adaptations and customising,
- training courses, workshops or user meetings,
- data migration from the Customer's legacy systems,
- development of customised interfaces.

## 8. Rights of use

### 8.1 Granting of rights

Against payment of the agreed remuneration, CARAT shall grant the Customer a simple, non-transferable and non-sublicensable right of use to the standard software specified in the individual contract, which shall be limited in time to the term agreed in the individual contract. The right of use is limited in terms of content to the parameter of use agreed in the individual contract (e.g. the number of named users or the number of workstations that can access the standard software at the same time). For use in the Customer's IT environment (software rental), a restriction to a number of authorised installations agreed in the individual contract may also be stipulated.

### 8.2 Scope of usage

#### 8.2.1 Installation in the Customer's IT environment (software rental)

In the case of software rental, use is restricted exclusively to the installation location specified in the individual contract. Use in home office environments is only permitted by means of secure VPN access to the Customer's agreed IT environment at the agreed installation location. Installation at a location other than that specified in the individual contract shall only be permitted with the prior consent of CARAT in text form.

#### 8.2.2 Software as a Service (SaaS)

In the case of provision as Software as a Service, the standard software is used via the Internet. The Customer shall receive access for the number of named users agreed in the individual contract. Access is possible from any location, but only for the licensed number of named users. Use on multiple devices (PC, tablet, smartphone) by the same named user is permitted unless otherwise agreed in the individual contract.

#### 8.2.3 Authorised actions during use

The Customer is authorised to use the standard software exclusively for their own business purposes. Within the scope of the configuration options described in the user manual, configuration in accordance with the agreed parameters of use is permitted.

If the standard software is provided for use in the Customer's IT environment, the Customer shall be entitled to make a backup copy of the standard software and to install the standard software in a test environment and to use it there exclusively for test purposes and not for productive purposes. The creation and utilisation of further copies shall require express prior authorisation by CARAT in text form.

The use of provided interfaces (APIs) for integration into the Customer's own systems is permitted insofar as this is specified in the individual contract.

### 8.3 Restrictions on use

The following actions are expressly prohibited without the prior consent of CARAT in text form:

#### 8.3.1 Reverse engineering

The Customer is prohibited from obtaining or analysing the source code of the standard software by reverse engineering, decompiling or disassembling or other methods of reverse translation from the object code of the standard software. This does not apply to actions that are permitted under § 69e UrhG (German Copyright Act) to establish interoperability with another, independently created computer program, provided that:

- the information required for interoperability is not readily available elsewhere,
- the actions remain limited to the parts of the program that are absolutely necessary for interoperability and
- the information obtained is not used for purposes other than establishing interoperability and is not disclosed to third parties, unless this is necessary to establish interoperability of the independently created computer program.

### **8.3.2 Editing**

Editing or other modification of the standard software is not permitted. Notwithstanding the above, the Customer shall be entitled to rectify errors as defined by § 69d section 1 UrhG in exceptional cases when the standard software is provided for use in the Customer's IT environment if (a) the error detected significantly impairs the contractual use, (b) CARAT fails to remedy the error within a reasonable period of time despite proper notification of the error by the Customer and (c) rectification of the error serves exclusively to remedy the specific defect. The Customer shall be obliged to inform CARAT prior to taking any measures, to document the measures and to disclose the changes to CARAT upon request. CARAT is not responsible for damage, downtime or data loss resulting from such measures. If the standard software is provided through Software as a Service, editing or error correction by the Customer is never permitted for technical and licensing reasons.

### **8.3.3 Transfer of the software**

Unless expressly agreed otherwise in the individual contract, the Customer is not permitted to pass on, lease or lend the standard software in the original or in copy to third parties or to make it available for use by third parties as part of SaaS or ASP services or to make it publicly accessible to third parties in any other way. Third parties within the meaning of this provision does not include those employees of the Customer who access the standard software while exercising the rights of use granted to the Customer by CARAT in order to use the standard software as permitted by the contract within the scope of the Customer's business purposes.

### **8.3.4 Other restrictions**

The Customer is obliged to retain unchanged all copyright notices, trademarks and other property right notices with which the standard software is labelled in the version provided by CARAT and to refrain from removing or changing them in any manner. If the Customer is permitted to make copies of the standard software, the Customer must ensure that all property right notices are also transferred in full and unchanged to these copies.

The Customer shall not circumvent technical protective measures in the standard software or the SaaS service that are intended to protect against unauthorised use.

The Customer shall not combine the standard software with open source software for use in the Customer's IT environment if this could lead to the source code of the standard software having to be disclosed in whole or in part (e.g. due to "copyleft effects").

Use of the standard software or the SaaS service for illegal or non-contractual purposes is not permitted and the Customer shall refrain from such use.

## **9. Usage tracking**

### **9.1 Licence validation in the Customer's IT environment**

In order to ensure that the standard software is used as laid down in the contract, the standard software that CARAT provides to the Customer for use in the Customer's IT environment contains a technical mechanism for regular licence validation (usage tracking). Unless otherwise agreed in text form, an automated process for this purpose is executed every 30 days by means of online communication between the copy of the standard software installed in the Customer's IT environment and CARAT's licence server. Only a licence ID and an anonymised installation ID are transmitted. There is no transfer of personal data.

The Customer is automatically notified by the standard software in advance of the imminent end of the validation period. If validation is not completed within the specified period, for example because the Customer does not establish an Internet connection or actively prevents validation, access to the standard software is automatically blocked.

The first two reactivations of the standard software to productive mode after blocking within a calendar year are free of charge. For each further reactivation in the same calendar year, a flat-rate processing fee in the amount of the price shown in CARAT's price list for licence reactivations valid at that point in time shall be charged.

## 9.2 Prohibition of circumvention

Circumventing, manipulating or deactivating the licence validation mechanism constitutes a serious breach of contract and an infringement of copyright. In such cases, CARAT shall be entitled to cancel the software rental agreement for use in the Customer's IT environment with immediate effect for good cause. CARAT expressly reserves the right to assert further rights under civil and criminal law in such cases.

## 9.3 Right to audit

Notwithstanding the technical licence validation in accordance with the above section 9.1, CARAT shall also be entitled to check compliance with the contractually agreed use through supplementary audits, provided there are actual indications that the Customer's use of the standard software exceeds the contractually agreed scope or otherwise violates the agreed use (e.g. in the case of unauthorised use that cannot be fully detected by the technical licence validation alone).

An audit may only take place after notification in text form with a notice period of at least 14 calendar days, during the Customer's normal business hours and with reasonable consideration of the Customer's business processes. Audits are limited to a maximum of one audit per calendar year, unless specific indications justify a further audit.

The audit may be carried out by CARAT's own employees or by a specialist or auditing company commissioned by CARAT and bound to professional confidentiality. The Customer undertakes to support completion of the audit to a reasonable extent and to provide access to the information and systems required for the audit.

In order to protect the Customer's confidential information and trade secrets within the meaning of § 2 No. 1 GeschGehG (German Trade Secrets Act), CARAT undertakes to use all information obtained in the course of an audit exclusively for the purpose of checking compliance with the licence and otherwise undertakes to treat it confidentially in accordance with the provisions of the following section 17.

If, in the course of the audit, the Customer is found to be using the software in a manner that constitutes a breach of contract, the Customer shall be obliged to obtain a corresponding subsequent licence without delay. In addition, the Customer shall be obligated to pay a flat-rate contractual penalty of 15 % of the subsequent licensing total. The assertion of further contractual or statutory claims remains unaffected by the above.

CARAT shall bear the cost of the audit. However, if the audit reveals under-licensing of more than 5 %, the Customer shall bear the audit costs, provided these are reasonable.

## 10. Prices and terms of payment

### 10.1 Remuneration for software provision

The remuneration to be paid by the Customer in return for the provision of the software is set out in the respective individual contract and otherwise in CARAT's current price list. The pricing depends on the type of software provision (software rental or Software as a Service) and the agreed parameters of use. Unless otherwise agreed in the individual contract, the amount payable shall be based on the number of named users or the number of workstations for which access rights to the standard software or the SaaS service are agreed in the individual contract.

The agreed remuneration includes:

- for software rental: The temporary provision of software including the services listed in the above section 6.1 for the maintenance and further development of the standard software.
- for Software as a Service: The temporary use of the standard software via the Internet in a cloud environment provided by CARAT, including the services described in the above sections 5 and 6.2 to 6.4.

### 10.2 Increasing or decreasing the parameters of use

If the Customer wishes to increase the agreed parameters of use (e.g. number of named users or number of workstations), the Customer shall notify CARAT of this in text form in advance. CARAT shall then provide the Customer with an offer for the change to the agreed parameters of use requested by the Customer. Upon acceptance of the offer by the Customer in accordance with the provisions described in the above section 2, the change offered shall be deemed to have been agreed. Unless otherwise specified in CARAT's offer, the prices applicable to the change shall be those set out in the CARAT price list valid at that point in time.

A decrease in the parameters of use agreed in the individual contract is only possible by ordinary notice of change-specific termination, taking effect at the end of the applicable ordinary notice period (cf. the notice periods in accordance with the following section 12.2 of these T&C). CARAT must be notified of the intended parameter decrease in text form in due time. When the notice of change-specific termination takes effect, the number of usage rights available to the Customer (e.g. named users or workstations) is reduced by the number specified in the notice of termination. Any quantity discounts based on the previous total number

shall be cancelled pro rata; the prices according to the CARAT price list valid at that point in time shall apply from the time of the change.

### 10.3 Minimum terms and discounts

If a minimum term of more than 12 months is agreed, CARAT may grant the discounts provided for in CARAT's currently valid price list. The specific conditions (discount amount, minimum term, payment terms) are set out in the respective individual contract.

Discounts granted are subject to the contract term being uninterrupted and subject to full payment of all fees due during the agreed contract term.

If the parameters of use (e.g. number of named users or workstations) are increased during a discounted minimum term, the agreed price reduction shall also apply to the additional usage rights (e.g. named users or workstations), provided that these are agreed for the remaining minimum term.

After expiry of an agreed discounted minimum term, the prices according to CARAT's price list valid at that point in time shall apply without discount, unless expressly agreed otherwise in the individual contract.

If the contract ends before expiry of the agreed minimum term due to extraordinary cancellation by CARAT for good cause for which the Customer is responsible, the discount granted shall be retroactively invoiced for the entire previous term. If the contract ends before expiry of the agreed minimum term due to extraordinary cancellation by the Customer for good cause for which CARAT is responsible, no subsequent invoice shall be issued.

If the Customer cancels a contract for a SaaS service due to a change of provider in accordance with Art. 25 section 2 point (d) of EU Regulation 2023/2854 (Data Act) before the end of the agreed term (see also section 12.2.2 below), CARAT shall be entitled to payment of reasonable compensation for cancellation. The amount of the compensation for cancellation is limited to the contribution margin that CARAT loses as a result of the premature cancellation of the contract.

Unless otherwise agreed in the individual contract, the compensation for cancellation shall be 30% of the remuneration to be paid by the Customer for the prematurely cancelled SaaS service up to the next ordinary cancellation date. In each specific individual case, the Customer shall be entitled to prove that CARAT has suffered a lower loss of contribution margin due to the premature cancellation of the SaaS service and that the compensation for cancellation should therefore be reduced accordingly. CARAT shall be entitled to prove a higher loss of contribution margin in each specific individual case and to demand a corresponding increase in the compensation for cancellation, which may not, however, exceed the fee that the Customer would have to pay if the contract were continued until the next ordinary cancellation date.

The above provision regarding compensation for cancellation shall apply accordingly to the share of the fee attributable to the cloud component if the Customer cancels the cloud component of a hybrid solution prematurely before the expiry of an agreed minimum term in accordance with the following section 12.2.3 due to a change of provider in accordance with Art. 25 section 2 point (f) of EU Regulation 2023/2854.

### 10.4 Value added tax

All prices quoted in price lists, offers or individual contracts are subject to the applicable statutory value added tax.

### 10.5 Terms of payment

The remuneration for the provision of software is due in full in advance of the agreed invoice period without discount. The due date also occurs without invoicing, as this is a continuing obligation with fixed amounts. The Customer shall be in default no later than 30 days after the due date without a reminder. In the event of default, default interest shall be charged at the applicable statutory rate.

The remuneration for supplementary services is based on the provisions of the following section 15.6.

### 10.6 Price adjustment

CARAT is authorised to change the prices for the provision of the standard software with effect for the future. CARAT shall announce price increases in text form at least three months before the planned effective date. The increase may not exceed 10 % of the last valid price. If the announced price increase exceeds this threshold, the Customer is entitled to cancel the individual contract affected by the price increase at the time the price change comes into effect with a notice period of six weeks from receipt of the announcement. CARAT shall expressly remind the Customer of this special right of cancellation in the notification. The special right of cancellation expires if the Customer does not cancel the contract in text form within the aforementioned period of six weeks from receipt of the notification. This provision shall not affect price changes that are not based purely on a price increase by CARAT, such as a change in the parameters of use in accordance with the above section 10.2 or the discontinuation of price discounts in accordance with the above section 10.3.

## 10.7 Default of payment

If the Customer fails to pay the fee for software rental or the SaaS service in two consecutive months in the case of monthly payment or the payment is delayed by more than two months in the case of yearly payment, CARAT shall be entitled, without prejudice to other rights, to temporarily suspend the provision of software maintenance (in the case of software rental) and maintenance services (in the case of Software as a Service). Furthermore, in these cases, CARAT shall be authorised to temporarily block access to the standard software for the duration of the default in payment when using Software as a Service and, in the case of software rental, to temporarily deactivate use of the standard software for the duration of the delay by means of technical measures.

CARAT's right to extraordinary cancellation in the event of the Customer's default in payment of the fee for software rental or the SaaS service shall be governed by section 12.4 of these T&C.

## 11. Customer's obligations

### 11.1 System requirements

#### 11.1.1 Installation in the Customer's IT environment

If the standard software is used by the Customer in the Customer's IT environment (software rental), the Customer shall bear sole responsibility for the provision and maintenance of the technical operating conditions described in the user manual for the version of the standard software used. In particular, in the case of software rental, the Customer shall be responsible for ensuring that the hardware used complies with the applicable system requirements, that the operating system installed on the hardware used by the Customer is a version supported by CARAT and that the standard software is regularly updated with the security updates provided by CARAT. The Customer shall also ensure that there is sufficient network capacity and stability and that the necessary administrator rights are available for the installation of the standard software and the installation of the updates provided by CARAT. CARAT accepts no responsibility for malfunctions, loss of performance or failures of the standard software that are attributable to the Customer's IT environment being inadequate or failing to meet the system requirements. CARAT hereby informs the Customer explicitly that non-compliance with the system requirements may lead to considerable functional restrictions or even complete failure of the standard software.

For the purpose of licence validation in accordance with the above section 9.1, the Customer shall ensure that a stable Internet connection can be established at least every 30 days for licence validation. The responsibility for timely validation lies with the Customer.

#### 11.1.2 Software as a Service

If the standard software is provided to the Customer as Software as a Service (SaaS), it is the Customer's responsibility to establish the minimum technical requirements necessary for this at their own expense and under their own responsibility before the start of use and to maintain them during the entire term of the contract. The applicable technical usage requirements for the client-side environment and any other infrastructure components operated by the Customer (e.g. servers, network integration, proxies or identity services) are set out in the current version of the user manual applicable to the standard software, which CARAT shall provide to the Customer in electronic form.

CARAT assumes no responsibility for reduced availability, performance losses or other disruptions that are due to the Customer's technical environment being inadequate or failing to comply with the specifications in the user manual or are due to disruptions between the service transfer point defined in the above section 5.2 of these T&C and the Customer's systems accessing the SaaS Service. Such impairments shall not be deemed to be disruptions within the meaning of any contractually agreed availabilities and shall not entitle the Customer to assert the Customer's rights applicable to disruptions or reduced availability.

### 11.2 Data backup

#### 11.2.1 Installation in the Customer's IT environment

If the standard software is provided to the Customer for use in the Customer's IT environment, the Customer shall be solely responsible for the regular and proper backup of all relevant application and system data. In particular, before applying updates or making changes to the configuration settings of the standard software, the Customer must ensure that complete and readable data backups are created in a state-of-the-art format and stored on a separate medium from the productive system.

Insofar as business-critical data or data subject to statutory retention requirements is processed, the Customer is also responsible for setting up audit-compliant long-term archiving in accordance with the statutory or regulatory requirements applicable to the Customer (e.g. GoBD for companies subject to accounting obligations in Germany).

CARAT accepts no responsibility for data loss resulting from inadequate, incorrect or omitted data backup by the Customer.

### **11.2.2 Software as a Service**

If the standard software is used as Software as a Service (SaaS), CARAT shall regularly back up the Customer's data processed within the scope of the SaaS service during the agreed term of the contract in accordance with the specifications in CARAT's service description applicable to the SaaS service in question. After the end of the contract, CARAT shall, upon request, return to the Customer all of the Customer's data stored as part of Software as a Service in accordance with section 12.6.2 of these T&C and delete it after the export period has expired. Long-term archiving required by law beyond the end of the contract, for example in accordance with tax regulations such as the GoBD, is the sole responsibility of the Customer.

## **11.3 Access protection**

### **11.3.1 General obligations**

The Customer shall be obliged to treat all access data to the systems and applications provided by CARAT confidentially, to protect them from unauthorised access and to make them available exclusively to authorised employees within the Customer's company. Unless otherwise agreed in text form in advance, the data may not be disclosed to third parties outside of the Customer's own organisation. The Customer must take suitable organisational measures to prevent misuse or loss of access data.

The Customer is responsible for the security of all access data and is liable for all activities that take place using their access data. All actions carried out using their access data shall be attributed to them, unless they can prove that misuse occurred through no fault of their own, despite reasonable protective measures.

If employees leave the company or authorisations are removed, the Customer must immediately ensure that the affected access options are deactivated or deleted. If the Customer has access to the corresponding administrative functions for managing user accounts, the Customer must deactivate these access options independently. If the Customer has not been granted such administrative rights by CARAT, the Customer must inform CARAT immediately so that CARAT can lock these access options.

### **11.3.2 Installation in the Customer's IT environment**

If the standard software is provided to the Customer for installation in the Customer's IT environment, the Customer shall be solely responsible for managing and securing all user access and administration rights within the Customer's installed IT environment. The Customer shall be responsible for assigning secure passwords and changing them regularly. CARAT recommends that the Customer introduces and applies an internal company password policy in line with the applicable recommendations of the German Federal Office for Information Security (BSI), in particular regarding minimum lengths, complexity requirements and change intervals. The licence keys and activation data provided to the Customer must be specially protected and only made accessible to authorised administrators.

The Customer's responsibility for user access does not include licence validation in accordance with the above section 9.1 of these T&C, which is carried out exclusively via the technical mechanisms integrated in the standard software. Unauthorised interference with or circumvention of technical protection mechanisms is expressly prohibited. The provisions in section 9.2 of these T&C shall apply to the above. The Customer further undertakes to support CARAT to a reasonable extent within the scope of the audit rights regulated in the above section 9.3, in particular by providing relevant information on user administration and system configuration.

### **11.3.3 Software as a Service**

If the standard software is provided through Software as a Service, CARAT shall provide the Customer with a role-based access system with user administration separated by customers. Minimum password requirements apply to the creation of user accounts and shall be specified by CARAT in the system and displayed during registration. CARAT reserves the right to adapt these requirements at its own discretion in the event of technical or safety-related requirements.

The Customer shall have access to administrative functions within the scope of the functions provided, in particular for managing user accounts, deactivating access options and resetting passwords, via the CARAT customer portal, through which the Customer can access the standard software.

Suspected cases of unauthorised access or compromised access data must be reported to CARAT immediately via the phone support. CARAT is authorised to temporarily block individual user accounts or access data in the event of security incidents or sufficient suspicion of misuse in order to prevent damage to the Customer and third parties.

If the Customer has administrative rights to manage user access, they are obliged to deactivate the affected access accounts immediately if access authorisations are removed. If the Customer fails to deactivate these access accounts, they shall be liable for all resulting activities and any resulting fees in accordance with CARAT's price list valid at that point in time, unless they can prove that they are not in breach of duty or that the misuse would have occurred even if access had been properly blocked.

## **11.4 Disruption reports**

### **11.4.1 Installation in the Customer's IT environment**

In the event of malfunctions of the standard software provided to the Customer for use in the Customer's IT environment, the Customer must report these immediately via the support channels described in section 6.3.1 of these T&C, stating an error classification in accordance with the above section 6.4.1. The disruption report must contain a comprehensible description of the error, information on reproducibility, information on the system environment and relevant screenshots or error logs. The Customer is obligated to collaborate in error analysis to a reasonable extent, in particular by providing log files and - after prior agreement - by granting remote access to the Customer's system environment in which the standard software is installed. CARAT is authorised to correct the error classification reported by the Customer in the event of misjudgements.

### **11.4.2 Software as a Service**

If the standard software is provided as Software as a Service, disruptions must be reported via the support channels in accordance with the above section 6.3 of these T&C, stating an error classification in accordance with the above section 6.4.1. The Customer must assess the nature of the disruption accordingly when reporting it and provide CARAT with all information required to analyse the fault at CARAT's request. In particular, this includes information about affected users, the time of occurrence, actions performed before the disruption and browsers and operating systems used. In the event of disruptions that may be attributable to the Customer's IT environment (e.g. network problems, firewall settings), the Customer must take this into account when reporting the fault and assist in analysing the cause. CARAT is authorised to correct the error classification reported by the Customer in the event of misjudgements.

## **11.5 Compliance**

### **11.5.1 General obligations**

The Customer undertakes to use the standard software exclusively within the scope of the contractually granted rights of use in accordance with section 8 of these T&C. The standard software must be used in compliance with legal, regulatory and contractual provisions. The Customer shall take organisational measures to prevent unauthorised access to the standard software and to restrict its use to authorised users within the Customer's company. The use of the standard software for illegal purposes is not permitted.

### **11.5.2 Use of the standard software in the Customer's IT environment**

If the standard software is installed in the Customer's IT environment, the Customer must also ensure that the usage tracking provided for in section 9 of these T&C is possible and cannot be circumvented. The Customer shall be responsible for controlling and monitoring the contractual use of the standard software within their IT environment.

### **11.5.3 Use of the standard software as part of Software as a Service**

When using the standard software as Software as a Service via the cloud environment provided by CARAT, the Customer shall be obliged to ensure that only authorised users use the software and that no misuse takes place.

The Customer is also obliged to ensure that all personal data processed by them in connection with the use of the software has been collected lawfully and is processed via the Software as a Service on a suitable legal basis. The Customer bears sole responsibility under data protection law for the content and data processed or stored via the Software as a Service. This includes, in particular, checking whether the data subjects have been properly informed about the processing, if necessary, and, if applicable, have given the necessary consent to the processing. The Customer undertakes not to enter any particularly sensitive personal data (e.g. health data in accordance with Art. 9 GDPR) in the standard software unless CARAT has expressly agreed to this in advance and suitable technical and organisational measures have been agreed in advance in the individual contract.

The Customer shall inform CARAT immediately of any detected or suspected violations of statutory or contractual provisions. The provisions of the following section 11.6.4 of these T&C also apply to the reporting of security incidents.

#### 11.5.4 Hybrid use of the software

When using hybrid solutions (e.g. CARAT one), the Customer's obligations under the above sections 11.5.2 and 11.5.3 of these T&C shall apply cumulatively for the respective system environments. Furthermore, the IT security obligations of the following section 11.6 of these T&C shall apply to the Customer accordingly for both environments. The Customer is also responsible for the following:

- monitoring the proper synchronisation between both environments and immediately reporting inconsistencies to CARAT via the communication channels defined in the above section 6.3.1,
- managing access authorisations that apply to both the cloud component and the standard software installed in the Customer's IT environment centrally via the cloud environment,
- taking responsibility for backing up both local and cloud data upon termination of the contract, and
- adhering to the compliance requirements defined in these T&C for both environments and refraining from any unauthorised data transfers between the systems.

### 11.6 IT security obligations

#### 11.6.1 Access security

The provisions in the above section 11.3 of these T&C apply accordingly to access security. The provisions below add detail and supplement these regulations with specific Customer obligations.

The number of user accounts set up by the Customer may not exceed the number of contractually agreed parameters of use (e.g. agreed number of named users or number of workstations).

If the standard software is installed in the Customer's IT environment, the Customer must, in addition to the obligations under section 11.3.2 of these T&C, regularly check whether all users set up are still active, have rights that correspond to their respective area of responsibility and whether the access rights assigned correspond to the contractually acquired rights of use. If this function is supported by the standard software, the Customer is obliged to log changes to rights as well as log-ins and log-outs.

When using the standard software as Software as a Service, the Customer shall, in addition to the obligations under section 11.3.3 of these T&C, ensure that the functions provided by CARAT for monitoring and logging security-relevant events are used regularly. The Customer must check the logs that can be viewed via the customer portal at suitable intervals.

#### 11.6.2 End device security

The Customer shall ensure that all end devices used by the Customer and their associated users to access the cloud environment - including any servers used - fulfil the relevant state-of-the-art IT security requirements. In particular, this includes using an up-to-date operating system with all generally available security updates, activated and up-to-date antivirus software, an active personal firewall, avoiding unsafe software, encrypting mobile devices and automatically locking the screen when the workstation is inactive. These requirements apply equally to access from a home office or from mobile workstations.

#### 11.6.3 IT security for data processing

When using the standard software as Software as a Service, the Customer must observe the IT security requirements for the protection of personal data. This includes in particular the obligation to comply with the measures for access and end device security laid down in the above sections 11.6.1 and 11.6.2 of these T&C.

CARAT shall provide TLS-encrypted connections within the cloud environment up to the service transfer point (see section 5.2 of these T&C above). The Customer must ensure that secure transmission paths to their end devices are used from the service transfer point onward. If access to the standard software by programs is intended (e.g. via interfaces or APIs), the Customer shall ensure that only TLS-enabled clients are used and that no unencrypted transmission protocols are used.

If the standard software is installed in the Customer's IT environment, the Customer is solely responsible for processing personal data in compliance with data protection regulations.

#### 11.6.4 Reporting obligations

The Customer is obliged to inform CARAT immediately of any security-relevant incidents in connection with the use of the SaaS service. This includes, in particular, the loss or unauthorised disclosure of access data, suspicion of unauthorised access or data leaks as well as known or suspected vulnerabilities in the Customer's IT environment, insofar as these could impair the secure operation of the SaaS service. Data protection violations resulting from the use of the SaaS service or occurring

in this context must also be reported. Unless otherwise specified in the individual contract, the report must be made via the communication channels provided for technical support (see 6.3.1). CARAT is authorised to take appropriate protective measures in the event of such incidents, in particular to temporarily block affected access accounts or implement technical restrictions in order to avert imminent risks.

#### 11.6.5 IT security in hybrid use

When using the standard software in hybrid use, it is the Customer's responsibility to fulfil the IT security obligations of this section 11.6.1 to 11.6.4 both for the Customer's IT environment and for access to the cloud components.

## 12. Contract term and termination

### 12.1 Scope of application

The following provisions on the contract term and termination apply exclusively to the provision and use of the standard software when installed in the Customer's IT environment or for Software as a Service. For supplementary services in accordance with the following section 15 of these T&C, the separate provisions contained therein apply.

### 12.2 Contract term and ordinary termination

#### 12.2.1 Installation in the Customer's IT environment

If the use of the standard software in the Customer's IT environment (software rental) is agreed in the individual contract without a specific minimum term, the contract for the use of the standard software shall run for an indefinite period and may be terminated by either party at the end of a calendar year with six months' notice.

If a minimum term is agreed (e.g. 12, 24 or 36 months), the contract is extended indefinitely after expiry of this minimum term, unless one of the parties terminates the contract at the end of the minimum term with six months' notice. If the contract is not terminated in due time, it shall be extended for an indefinite period and may then be terminated by either party at the end of a calendar year with six months' notice. The provisions of the above section 10.3 of these T&C shall apply to pricing after expiry of the minimum term.

#### 12.2.2 Software as a Service

If the use of the standard software as Software as a Service is agreed in the individual contract without a specific minimum term, the contract for the use of the standard software shall run for an indefinite period and may be terminated by either party at the end of a calendar year with six months' notice.

If a minimum term is agreed (e.g. 12, 24 or 36 months), the contract is extended indefinitely after expiry of this minimum term, unless one of the parties terminates the contract at the end of the minimum term with six months' notice. If the contract is not terminated in due time, it shall be extended for an indefinite period and may then be terminated by either party at the end of a calendar year with six months' notice. The provisions of the above section 10.3 of these T&C shall apply to pricing after expiry of the minimum term.

The Customer's right to cancel an individual contract for the use of the standard software as Software as a Service prematurely due to a change of provider even before the expiry of the agreed minimum term as described below remains unaffected in accordance with Art. 25 Section 2 point (f) of EU Regulation 2023/2854.

The prerequisite for premature cancellation due to switching providers is that the Customer notifies CARAT in text form of the intended change and the purpose of the change (change to a third-party provider or return to the Customer's own IT environment) at least two months before the start of the switching process. In this case, the contract for the SaaS service in question ends upon completion of the switching process, which is divided into the three phases described below:

- (1) **Preparation phase:** Upon receipt of the Customer's switch request, a preparation phase of two months begins, which gives CARAT time to prepare for the switch. CARAT shall notify the Customer of the completion of the preparation phase in text form.
- (2) **Transition phase:** Once the preparation phase is complete, the transition phase begins. During this phase the technical prerequisites for the switch are established. As a rule, there is a period of 30 calendar days after the end of the preparation phase for this, but this can be extended by up to seven months at CARAT's request in text form, provided CARAT can prove technical infeasibility at an earlier date. The period for the transition phase may be extended appropriately once at the Customer's request in text form, provided that this request for extension is made for ob-

jective reasons. If CARAT or the Customer asserts a request for extension, the reasons on which the respective party bases its request for extension must be provided in text form in the extension request in a manner that is comprehensible to the respective other party.

- (3) **Data retrieval phase:** After completion of the transition phase, the data that can be exported in accordance with Art. 2 No. 38 of EU Regulation 2023/2854 (Data Act) will be available to the Customer or the new provider designated by the Customer for a period of 30 calendar days via the technical options described in sections 5.6 and 5.7 above.

The agreed payment obligation for the SaaS service remains unchanged during the entire switching process. CARAT shall be obliged to support the Customer during the switching process by providing the necessary information and by maintaining the technical measures described in sections 5.6 and 5.7. The change shall be complete when the above phases are finalised. If the Customer waives data retrieval, the switching procedure ends with the complete deletion of the exportable data by CARAT.

### 12.2.3 Hybrid use

When using the standard software in hybrid use in accordance with section 3.5 of these T&C, the Customer's right to early cancellation due to a change of provider as laid down in section 12.2.2 above shall be limited to the respective cloud component (partial cancellation); the continued validity of the individual contract with regard to the locally installed standard software shall remain unaffected by the cancellation of the cloud component, unless its independent continued operation is technically impossible in accordance with CARAT's respective valid service description.

If the cloud component is cancelled, the remuneration for the hybrid solution is reduced by the share attributable to the cloud component in accordance with the individual contract. If the individual contract does not contain a separate indication of the remuneration share for the cloud component, the remuneration share attributable to the cloud component shall be calculated based on the ratio of the price for the cloud component to the total price of the hybrid solution in accordance with CARAT's price list valid at that point in time.

In all other respects, the provisions of section 12.2.2 above shall apply to the change of provider of the cloud component.

## 12.3 Extraordinary cancellation

The right of either party to extraordinary cancellation for good cause without notice of a contract for the use of the standard software in the Customer's IT environment (software rental) or as Software as a Service shall remain unaffected by the cancellation provisions described in the above section 12.2.

### 12.4 Good cause for extraordinary cancellation by CARAT

Good cause for extraordinary cancellation without notice by CARAT shall be deemed to exist in particular if one of the following reasons applies:

- the Customer's payment of the agreed remuneration for software rental or the SaaS service is delayed in the amount of at least two consecutive monthly fees in the case of monthly payment or the payment of the annual fee is delayed by over two months in the case of annual payment and the Customer fails to make payment despite a reminder in text form by CARAT with a threat of cancellation and setting of a grace period of 14 calendar days,
- the Customer culpably violates essential contractual obligations despite a warning in text form with a reasonable deadline for remedy, in particular the agreed rights of use as laid down in section 8, the Customer's obligations in connection with usage tracking as laid down in section 9 or their IT security obligations as laid down in section 11.6,
- the Customer circumvents, removes or impairs the effectiveness of technical protection measures of the standard software or the SaaS service,
- insolvency proceedings are opened against the Customer's assets or the opening of such proceedings is rejected for lack of assets or the Customer declares insolvency,
- the Customer has provided false information about their creditworthiness or their financial circumstances have deteriorated significantly after conclusion of the contract and the fulfilment of the Customer's payment obligations under the individual contract is jeopardised as a result.

The assertion of further claims by CARAT shall remain unaffected.

## 12.5 Notification of termination

Terminations must be declared in text form.

## 12.6 Consequences of termination

### 12.6.1 Installation in the Customer's IT environment

Upon termination of the contract for use of the standard software in the Customer's IT environment, the Customer shall be obliged to immediately cease using the standard software and to completely uninstall it from all systems, to permanently delete all copies of the program - including any backup copies - and, at CARAT's discretion, either to destroy any user manuals or other documentation provided for the standard software properly and irretrievably or to return them to CARAT.

### 12.6.2 Data return for Software as a Service

Upon termination of the contract for the use of the standard software as Software as a Service, productive access to the platform ends at the end of the last day of the contract. However, CARAT shall grant the Customer a free transitional period of 30 calendar days after the end of the contract („export period“), during which the Customer shall be granted read-only access for the purpose of data export.

The provisions on data portability set out in sections 5.6 to 5.8 above apply accordingly to data export. In the event of extraordinary cancellation by CARAT for good cause, CARAT shall be entitled to charge a flat-rate expense fee for the provision of data in accordance with the price list valid at that point in time.

After expiry of the export period, all Customer data that has been processed in CARAT's systems on the basis of the SaaS service shall be automatically and irrevocably deleted. CARAT shall confirm the complete deletion of the Customer data from its systems to the Customer in text form upon request. Notwithstanding the above, CARAT shall retain customer data that is subject to statutory retention obligations for the period prescribed by law. However, this data will no longer be made accessible to the Customer and will be retained exclusively for the fulfilment of CARAT's legal obligations.

The provisions of this section 12.6.2 shall not affect the Customer's rights during the data retrieval phase in the event of cancellation of the contract due to a change of provider in accordance with Art. 25 of EU Regulation 2023/2854 in accordance with the provisions of the above sections 12.2.2 and 12.2.3.

### 12.6.3 Exit support services from CARAT

Upon termination of the software provision due to ordinary termination, CARAT shall support the Customer in migrating to another solution at the Customer's request and by separate agreement. This exit support service shall be provided in exchange for a fee and as a supplementary service in accordance with the provisions of the following section 15 and may include the following services by CARAT, depending on the agreement in the individual contract regarding the relevant supplementary services:

- provision of complete data export in the supported formats,
- documentation of customised configurations,
- technical advice on data transfer to subsequent systems,
- support for returning to software rental (on-premise).

Exit support services that CARAT provides as part of a switching procedure for a change of provider in the SaaS service in accordance with the provisions of the above section 12.2.2 shall be charged exclusively on a cost price basis until 12 January 2027. From 12 January 2027, such support services shall be provided free of charge. However, if the Customer requests additional services from CARAT that go beyond the services described in the above section 12.2.2, which CARAT is obligated to provide as part of the change of provider in accordance with Art. 25 of EU Regulation 2023/2854, CARAT shall be entitled to charge separately for these additional services in accordance with CARAT's prices applicable at that point in time.

## 13. Customer's rights in the event of defects

### 13.1 Scope of application

The provisions of this section 13 shall apply exclusively to claims for defects by the Customer in the case of provision of the standard software for installation in the Customer's environment (software rental) or as Software as a Service. The Customer's claims for defects in supplementary services shall be subject exclusively to the provisions in the following section 15.10 of these T&C.

### 13.2 Definition of defect

A defect exists if the standard software provided or - in the case of Software as a Service - the cloud environment provided at the time of provision or during the term of the contract at the service transfer point is in a condition

that prevents or impairs its contractual use (§ 536 section 1 BGB - German Civil Code). Insignificant impairments of the contractual use are not taken into account. A defect shall also be deemed to exist if a warranted characteristic is missing or is lost at a later point in time.

### 13.3 Notification of defects

The Customer must report defects immediately after their discovery via the support channels specified in the above section 6.3.1 of these T&C. The provisions in the above section 6.4 apply accordingly to the content, form and categorisation of the report and to the obligations to cooperate in error analysis.

### 13.4 Rectification of defects

CARAT shall remedy any reproducible defects reported during the term of the contract within a reasonable period of time. This period of time depends on the type and severity of the defect and the impact on usability. The rectification of defects shall be carried out in accordance with the procedure described in section 6.4 above.

### 13.5 Additional rights in the event of defects

If the contractual use of the provided standard software or SaaS services is impaired more than insignificantly, the Customer may assert the following rights in accordance with the statutory provisions:

- reduction of the relevant fee (§ 536 BGB),
- in the event of significant defects, after unsuccessful expiry of a reasonable deadline set to remedy the defect or in the event of a final refusal to remedy the defect, extraordinary cancellation of the affected individual contract without notice in accordance with § 543 section 2 no. 1 BGB,
- rectification of the defect by the Customer at CARAT's expense in accordance with § 536a section 2 BGB after setting a reasonable deadline for remedy with subsequent reimbursement of the required expenses by CARAT and
- demanding compensation if the requirements of § 536a section 1 BGB for this are met, unless an exceptional case in accordance with the following section 13.8 applies.

A claim for damages or reimbursement of expenses is valid exclusively within the limits of liability applicable under section 14 of these T&C.

If a defect leads to a breach of the agreed availability of the Software as a Service and the Customer has therefore received or claimed service credits in accordance with the above section 5.4, these shall be offset against any claim for reduction, expenses or damages asserted by the Customer in the corresponding amount.

### 13.6 Exclusion of warranty rights

The Customer's warranty rights shall be excluded if a functional impairment is due to causes outside CARAT's area of responsibility. This applies in particular in the event of:

- technical or organisational changes to the standard software or the cloud environment that has been provided to the Customer by CARAT that are made by the Customer or a third party commissioned by the Customer without prior approval by CARAT either in the user manual or otherwise in text form,
- improper use, operating errors or breaches of the agreed rights of use,
- external influences such as power failures, network faults, hardware defects or force majeure,
- installation of the standard software provided to the Customer for use in the Customer's IT environment in a system environment not approved by CARAT in the user manual or in any other way in text form or in combination with third-party software not approved by CARAT in the user manual or in any other way in text form,
- misconfiguration or disregard of technical protection requirements of the SaaS service by the Customer, e.g. access protection, user or password management, or
- failure of the Customer to cooperate as agreed in these T&C or in the respective individual contract (see the above section 11), in particular during installation, analysis or troubleshooting.

### 13.7 Limitation period

Claims by the Customer due to defects in the standard software or SaaS service provided shall lapse one year from the time at which the defect arose and the Customer became aware of it or should have become aware of it without gross negligence. Notwithstanding the above, the applicable statutory limitation period shall apply in the case of claims based on fraudulent intent, wilful misconduct, gross negligence, injury to life, limb or health, breach of a guarantee (within the meaning of § 276 section 1 BGB) or the German Product Liability Act.

### 13.8 Liability for initial defects

A strict liability of CARAT for defects in the standard software or SaaS services provided upon conclusion of the contract pursuant to § 536a section 1 Alt. 1 BGB is excluded. However, the Customer's rights in the event of intent, gross negligence, fraudulent intent, personal injury and the absence of warranted characteristics shall remain unaffected.

## 14. Liability

### 14.1 Unlimited liability

CARAT shall only be liable without limitation, irrespective of the legal grounds, in the event of intent and gross negligence, in the event of injury to life, limb or health, in the event of liability under the German Product Liability Act, in the event of breach of a guarantee within the meaning of § 276 section 1 BGB, in the event of fraudulent concealment of a defect and in the absence of a warranted characteristic within the meaning of § 536 section 2 BGB.

### 14.2 Liability for slight negligence

In the event of a slightly negligent breach of essential contractual obligations for which CARAT is not already liable without limitation pursuant to section 14.1 above, CARAT's liability shall be limited to the damage that was typical and foreseeable at the time of conclusion of the individual contract from which the breach of obligation arises. Essential contractual obligations are those whose fulfilment is essential for the proper execution of the respective individual contract and on whose compliance the Customer may regularly rely.

### 14.3 Limitation of liability for slight negligence

Insofar as CARAT is liable pursuant to section 14.2 for damages arising from a slightly negligent breach of material contractual obligations, the liability per claim and calendar year shall be limited to 150% of the net remuneration paid by the Customer to CARAT in the relevant calendar year for the service whose defective or otherwise non-contractual or unlawful performance resulted in the damage.

For supplementary services, CARAT's liability in the event of slight negligence in accordance with the above section 14.2 shall be limited per claim and calendar year to 150% of the net order value of the service provided to and paid for by the Customer in the respective calendar year on whose defective or non-contractual performance the claimed damage is based.

The maximum liability limits agreed here take into account the risk of damage typically foreseeable by CARAT's customers at the time the contract was concluded. If the Customer believes that they are subject to a risk beyond the above, the Customer shall be free to inform CARAT of a different risk assessment before concluding the respective individual contract and, if necessary, to negotiate an individual contractual adjustment of the maximum liability limits.

The above liability limits shall not apply in cases in which CARAT has unlimited liability pursuant to section 14.1.

### 14.4 Liability for data loss

#### 14.4.1 Use in the Customer's IT environment

If the standard software is used in the Customer's installation environment, CARAT shall only be liable for data loss to the extent that the loss would have occurred even if the Customer had properly backed up the data in accordance with the state of the art. The Customer is obliged to take appropriate technical and organisational measures to ensure that their data is backed up regularly and completely.

#### 14.4.2 Software as a Service

CARAT undertakes to secure the Customer's data processed as part of the Software as a Service in accordance with the measures agreed in the respective individual contract. CARAT's liability for loss of data shall be limited to cases in which CARAT has caused the loss of data due to a breach of the security measures it is required to provide.

### 14.5 Limitation period

Claims for damages by the Customer - irrespective of the legal grounds - shall lapse twelve months after the date on which the Customer became aware of the event giving rise to the claim or should have become aware of it without gross negligence.

The statutory limitation periods shall remain unaffected in the case of claims for damages due to intent or gross negligence, claims due to injury to life, body or health, due to fraudulent concealment of a defect, due to the breach of a guarantee within the meaning of § 276 section 1 BGB, due to the absence of a warranted characteristic and in the case of claims under the German Product Liability Act.

## 15. Supplementary services

### 15.1 Subject matter and scope of application

The provisions of this section 15 shall apply exclusively to supplementary services within the meaning of the above section 1.4 of these T&C, which CARAT provides in addition to the provision of software (software rental or Software as a Service).

### 15.2 Scope of supplementary services

The subject matter and scope of supplementary services as well as the procedure for the provision of services, the delineation of the parties' responsibilities in the provision of services, deadlines and milestones as well as remuneration and modes of payment shall be defined in a binding manner in the respective individual contract and shall otherwise be determined in accordance with the provisions of these T&C and the CARAT price list valid at the time of conclusion of an individual contract.

### 15.3 Dates and deadlines

Unless expressly designated as binding in the respective individual contract, deadlines are non-binding planned dates based on experience with similar tasks.

Compliance with deadlines requires the timely and complete fulfilment of the Customer's cooperation obligations. If the provision of services is delayed due to a lack of or late cooperation on the part of the Customer, the deadlines shall be postponed accordingly. CARAT shall inform the Customer immediately of any foreseeable delays and agree an adjusted schedule with the Customer.

### 15.4 Legal categorisation of supplementary services

The legal nature of supplementary services is determined by their objective service content. A contract for work and labour (§§ 631 et seq. BGB) only covers services with a defined outcome that is subject to acceptance. A service contract (§§ 611 et seq. BGB) covers activity-related services in which the creation of a specific result subject to acceptance has not been agreed, such as support services, consulting services or training. The specific classification of a supplementary service is determined by the respective individual contract.

### 15.5 Migration and transformation services

For customers who have previously operated the standard software in their own system environment, CARAT offers support services on request for switching to using the standard software as Software as a Service. The specific content, technical requirements and conditions shall be set out in the respective individual contract.

### 15.6 Remuneration for supplementary services

The amount of remuneration shall be based on the provisions of the respective individual contract and otherwise on CARAT's current price list. Additional costs such as travelling expenses, overnight stays and other expenses will be charged on a time and material basis.

Travelling times and waiting times for agreed cooperation tasks to be provided by the Customer shall be invoiced as working times at the applicable remuneration rates.

Unless expressly agreed otherwise in the individual contract, any cost estimates by CARAT for supplementary services shall be non-binding. They are based on the information known to CARAT at the time of conclusion of the contract and on experience from comparable tasks. Should it become clear to CARAT in the course of providing the service that the cost estimate agreed in the individual contract is likely to be significantly exceeded, CARAT shall inform the Customer of this in text form.

### 15.7 Customer's obligation to cooperate

The Customer is obliged to provide any cooperation required for the proper provision of supplementary services in good time and at their own expense. This includes, in particular, the appointment of a contact person with decision-making authority responsible for technical and organisational matters, the provision of qualified contact persons for workshops and tests, access to all relevant systems and data, suitable premises for on-site services, a test environment with realistic data and the timely review and approval of concepts, interim results and technical documentation.

If the Customer does not fulfil their obligations to cooperate, or does not do so on time or in full, CARAT shall be entitled, after unsuccessfully issuing a reminder and setting a reasonable grace period, to defer the services concerned and to issue a separate invoice for the additional expenses incurred as a result. Any agreed deadlines shall be extended accordingly.

## 15.8 Acceptance of work and labour

If services defined as work and labour have been agreed, CARAT shall notify the Customer of readiness for acceptance after completion and request acceptance. In this notification, CARAT shall set the Customer a reasonable deadline for declaring acceptance and shall expressly point out that the work shall be deemed to have been accepted after expiry of this deadline if the Customer does not refuse acceptance, stating at least one significant defect. Unless otherwise agreed in the individual contract or subsequently agreed in text form, an acceptance period of ten working days shall be deemed reasonable.

Acceptance may only be refused in the event of significant defects. If neither a declaration of acceptance nor a justified notification of defects is made within the set period, the work shall be deemed to have been accepted.

CARAT may demand partial acceptance within the scope of the provision of services classified as work and labour if the partial work is self-contained and can be inspected independently or forms the basis for future work.

## 15.9 Change request management

CARAT must be notified in text form of any subsequent requests by the Customer for changes to the agreed services. CARAT shall then examine the technical and economic feasibility as well as possible effects on the schedule and remuneration and shall submit a corresponding offer for implementation to the Customer. A change in the scope of services shall only become binding if the parties have concluded a corresponding amendment agreement in accordance with the above sections 2.2 and 2.3. Until that point, the originally agreed scope of services shall remain unchanged.

CARAT may demand separate remuneration for reviewing a change request and its effects on feasibility, remuneration and schedule, provided that the Customer has previously been informed in text form of the obligation to pay remuneration and has agreed to this.

## 15.10 Inadequate supplementary service

Insofar as CARAT provides work and labour within the meaning of §§ 631 et seq. BGB, the Customer's rights in the event of defects shall be governed by § 634 BGB, unless otherwise stipulated in the individual contract or in these T&C. CARAT shall be entitled to choose whether to rectify the defect by repair or replacement. If subsequent fulfilment has failed or is unreasonable for the Customer, the Customer may reduce the agreed remuneration in accordance with § 638 BGB or - in the case of significant defects - withdraw from the respective individual contract for the work and labour concerned in accordance with §§ 636, 323 BGB. Claims for damages or reimbursement of fruitless expenditures shall only be accepted under the statutory conditions and are subject to the liability limits set out in section 14 of these T&C.

The limitation period for claims for defects is twelve months from acceptance. This shall not affect the relevant statutory limitation periods for claims for injury to life, limb or health, for intentional or grossly negligent breach of duty, for fraudulent concealment of a defect and for breach of a guarantee expressly assumed by CARAT within the meaning of a no-fault obligation to assume liability pursuant to § 276 Section 1 BGB.

Insofar as CARAT provides supplementary services as services within the meaning of §§ 611 et seq. BGB, the Customer shall be entitled to a repetition or rectification of the activity subject to complaint in the event of a demonstrably defective service. The Customer shall not be entitled to a certain level of success being achieved. Claims for damages or reimbursement of fruitless expenditures shall only be accepted if CARAT is at fault and only within the limits of liability applicable under section 14 of these T&C.

## 15.11 Liability for supplementary services

CARAT shall only be liable for breaches of duty in the provision of supplementary services, irrespective of the legal grounds, within the limits of liability applicable under section 14 of these T&C.

## 15.12 Rights of use to work results

### 15.12.1 Scope of application

Insofar as CARAT provides the Customer with work results as part of supplementary services, the Customer shall receive the rights of use to these work results described in more detail in this section 15.12, unless otherwise stipulated in the individual contract.

### 15.12.2 Rights of use to software-related work results

Work results from individual contracts for supplementary services that directly serve the use or extension of the standard software provided to the Customer by CARAT, in particular individual functional adaptations, additional programs, interfaces, reports or configurations, may only be used by the Customer within the scope of the rights of use of the standard software. The Customer shall receive a simple, non-transferable and non-sublicensable right of use to these software-related

work results, which is limited in terms of time and content to the duration and scope of the respective individual contract for the provision of software (software rental or Software as a Service). The utilisation of these work results is based on the Customer's right to use the standard software for which these work results were provided to the Customer. Upon termination of the right to use the standard software - for whatever legal reason - the right to use the software-related work results intended for this standard software shall also end automatically, without the need for a separate notice of termination.

#### **15.12.3 Rights of use to independent work results**

If, however, the work results from individual contracts for supplementary services are work results that can be used independently of the use of the standard software, e.g. training documents, concepts or specifications, CARAT shall grant the Customer a simple right of use for an unlimited period of time for internal use within the Customer's own company. Any other use, in particular publication, reproduction, processing, distribution or disclosure to third parties, is only permitted with prior written consent by CARAT.

#### **15.12.4 Reservation of rights**

All rights to software-related and independent work results that go beyond the aforementioned simple rights of use and that arise during the performance of an individual contract for supplementary services are reserved in full by CARAT. This applies in particular to the right to edit, reproduce, make publicly available and commercially exploit the work results in any form.

#### **15.12.5 Restrictions on use**

The Customer shall not be authorised to use the work results created by CARAT within the scope of supplementary services for the development, implementation or training of competing software solutions or to grant third parties access to the work results, unless this has been expressly permitted in the individual contract.

#### **15.12.6 Exceptions**

The Customer's statutory rights to decompile software-related work results delivered in object code in order to establish interoperability with other programs in accordance with § 69e UrhG (German Copyright Act) or to rectify errors in software-related work results independently in accordance with § 69d UrhG shall remain unaffected by the aforementioned restrictions on use.

#### **15.12.7 Differentiation from portable customer data**

The work results regulated in this section 15.12 shall not be regarded as customer data within the meaning of sections 5.6 and 5.7 of these T&C. Such work results shall only be released within the scope of data portability to the extent that these work results are demonstrably an integral part of data records generated and processed by the Customer. Even in these cases, the right of use to the work results in question shall remain limited to the scope regulated in this section. Any use of these work results beyond the purpose of the contract or disclosure to third parties shall require CARAT's prior consent in text form.

#### **15.12.8 Reservation of rights**

The granting of all rights of use to work results from supplementary services under this section 15.12 is subject to the condition precedent of full payment of the agreed remuneration for the relevant supplementary services by the Customer. If the Customer is in default of payment for more than 30 calendar days, CARAT shall be entitled, without prejudice to other rights, to prohibit the Customer from further use of the work results generated from the provision of the supplementary service in question until the agreed payment for these supplementary services has been made by the Customer.

### **15.13 Contract term and termination of supplementary services**

#### **15.13.1 Contracts for work and labour**

Individual contracts for supplementary services (e.g. implementation services or customising services) characterised by a contract for work and labour shall end with the complete provision of services by CARAT and their acceptance by the Customer.

The Customer may cancel the individual contract for work and labour in accordance with § 648 BGB at any time until completion of the work. If the Customer makes use of this option, CARAT shall retain its claim to the agreed remuneration, but must accept a deduction for the expenses CARAT saves as a result of the cancellation or achieves or maliciously fails to achieve through other use of its labour. It is assumed that CARAT is entitled to 10% of the agreed remuneration for the part of the

work not yet performed. The Customer shall be entitled to prove a higher rate of saved expenses; CARAT reserves the right to prove that the actual saved expenses are lower (e.g. because the resources planned for the provision of the service can no longer be utilised elsewhere).

#### **15.13.2 Service contracts**

Individual contracts for supplementary services that qualify as service contracts (e.g. training or ongoing consultancy services) shall be deemed to have been concluded for an indefinite period unless otherwise agreed and may be cancelled by either party at any time at the end of a month with one month's notice.

If a minimum term has been agreed in the individual contract, either party may terminate the individual contract at the end of the minimum term with one month's notice. Ordinary termination before the end of the minimum term is excluded. If the contract is not terminated in due time at the end of the minimum term, the individual contract in question shall be extended for an indefinite period and may then be terminated by either party at the end of a month with one month's notice.

#### **15.13.3 Extraordinary cancellation**

The right of either party to cancel an individual contract for supplementary services for good cause without notice shall remain unaffected.

Good cause for extraordinary cancellation of an individual contract for supplementary services by CARAT shall be deemed to exist in particular in the following cases if:

- the Customer is in default of payment with more than two consecutive payments despite the payment being due and the customer receiving a reminder,
- the Customer repeatedly or to a considerable extent violates their obligations under these T&C or the agreements in the individual contract and does not remedy this breach of duty within 14 calendar days of receiving a related warning from CARAT,
- insolvency proceedings are opened against the Customer's assets or their opening is refused for lack of assets or the Customer declares their inability to pay,
- the Customer breaches other material obligations, in particular the confidentiality obligations [see section 17 of these T&C], agreed rights of use and restrictions of use [see sections 8 and 11.5 of these T&C] or their obligations to cooperate in licence validation [see sections 9 and 11.5.2] and does not remedy this breach of duty within 14 calendar days of receiving a related warning from CARAT in text form.

#### **15.13.4 Training courses and workshops**

The Customer may cancel booked training or workshop dates free of charge up to 14 working days before the agreed date. In the event of later cancellation, a flat-rate cancellation fee will be charged as follows:

- for cancellations 13 to 7 working days before the date: 50 % of the agreed participation fee,
- for cancellations 6 to 1 working days before the date: 75 % of the agreed participation fee,
- in the event of cancellation on the day of the course or no-show without prior cancellation: 100 % of the agreed participation fee.

The Customer remains entitled to prove that CARAT has incurred no or significantly less damage as a result of the cancellation.

CARAT is entitled to cancel or postpone training courses or workshops if the minimum number of participants specified in advance is not reached or if there is another important reason (e.g. the instructor is ill, force majeure). CARAT shall cancel immediately after becoming aware of the reason for cancellation. In this case, CARAT shall offer the Customer a reasonable alternative date. If the Customer is unable to participate on this alternative date and informs CARAT of this immediately in text form, any participation fees already paid shall be refunded in full.

Further claims by the Customer are excluded, unless the cancellation is due to intent or gross negligence on the part of CARAT.

#### **15.13.5 Form of cancellation**

Terminations and cancellations must be made in text form to be effective.

#### **15.13.6 Consequences of termination**

After termination of the individual contracts, all documents, work equipment, data and data carriers provided by the other party (providing party) for the performance of the contract shall, at the

discretion of the providing party, be returned immediately by the receiving party or deleted in a suitable manner, provided that there are no statutory retention obligations to the contrary. If data is deleted, the receiving party shall immediately confirm the implementation of these measures in text form at the request of the providing party.

Rights of use granted to work results created up to the end of the contract and handed over for permanent use shall remain unaffected, provided full payment has been made. In the event of late payment, CARAT shall be authorised to prohibit use until full payment has been made.

## 16. Data protection

### 16.1 General principles

CARAT shall comply with the applicable data protection regulations when processing personal data, in particular the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Further information on the processing of personal data by CARAT can be found in the current privacy policy at <https://www.carat-online.com/privacy-policy>.

### 16.2 Installation in the Customer's IT environment

When the standard software is used in the Customer's system environment, CARAT does not process any personal data from the Customer's installation. If personal data of the Customer is transferred for the purposes of licence validation or as part of support services, this is done in accordance with the applicable data protection regulations. The Customer remains the sole controller for the processing of personal data in their own system environment within the meaning of Art. 4 No. 7 GDPR.

### 16.3 Software as a Service

If the Customer uses the standard software as Software as a Service, the processing of the Customer's personal data as part of the SaaS service is carried out by CARAT as a processor within the meaning of Art. 28 GDPR. The details are governed by a separate processing agreement, which forms part of the relevant individual contract. Data processing shall take place exclusively in data centres within the European Union. CARAT shall use appropriate technical and organisational measures in accordance with Art. 32 GDPR, which correspond to the state of the art and are regularly reviewed and updated if necessary. Details of this are set out in the processing agreement entered into by CARAT and the Customer.

### 16.4 Hybrid use

If hybrid solutions (e.g. CARAT one) are used, data processing takes place both in the Customer's local IT environment and in the cloud environment provided by CARAT. The following applies to the processing of personal data in the context of hybrid use:

- for the processing of the Customer's personal data in the Customer's local environment, the provisions of the above section 16.2 of these T&C apply (Customer as sole controller),
- the processing of the Customer's personal data in the cloud environment of the SaaS service is subject to the provisions of the above section 16.3 (processing by CARAT based on processing agreement in accordance with Art. 28 GDPR).

The Customer remains responsible for the overall processing under data protection law and must ensure that the synchronisation between the two environments complies with data protection regulations. Further specifics regarding data protection in hybrid use shall be laid down in the order processing agreement to be concluded between CARAT and the Customer in accordance with Art. 28 GDPR.

## 17. Confidentiality

### 17.1 Area of application

The following confidentiality obligations apply unless a separate non-disclosure agreement (NDA) has been concluded in individual cases. If a separate agreement exists, its more specific provisions shall take precedence.

### 17.2 Trade secrets

Trade secrets are all information within the meaning of § 2 No. 1 of the German Trade Secrets Act (GeschGehG) that is not generally known or readily accessible, is subject to appropriate confidentiality measures and is of commercial value. This includes in particular technical data, designs, processes and expertise, prices, conditions, customer lists and business strategies, source codes and development documentation as well as project information and internal processes.

### 17.3 Confidentiality obligations

Both parties mutually undertake to treat as strictly confidential any trade secrets of the other party that become known to them in connection with the initiation, conclusion or performance of an individual contract and to use them exclusively for the purposes of contract fulfilment. Each party undertakes to take appropriate technical and organisational protective measures to protect the trade secrets of the other party, to refrain from disclosing trade secrets of the other party to third parties without authorisation and to oblige its employees to maintain confidentiality in text form before they are permitted to access trade secrets of the other party, unless such an obligation already exists on the basis of other agreements in text form.

### 17.4 Authorised disclosure

Disclosure is permitted to employees on a „need-to-know“ basis, to subcontractors subject to a confidentiality obligation, to persons subject to professional secrecy such as lawyers, tax consultants and auditors, and to authorities and courts where required by law.

### 17.5 Exceptions

Confidentiality does not apply to information that was already known through legitimate means, becomes public without breach of contract, is lawfully obtained from third parties, is independently developed or is required to be disclosed by law.

### 17.6 Duration

The confidentiality obligations shall apply during the term of an individual contract concluded under these T&C and for 3 years after its termination, unless a longer period is prescribed by law.

### 17.7 Return

At the end of the contract, all embodiments of trade secrets must be returned or verifiably deleted.

## 18. Use of subcontractors

### 18.1 Principle

Unless expressly stipulated otherwise below, CARAT shall be authorised at its own discretion to subcontract the services described in these T&C in whole or in part to carefully selected subcontractors as agents of CARAT. The requirements and conditions described in more detail below must be observed.

### 18.2 General requirements

#### 18.2.1 IT security

CARAT shall only make use of subcontractors whose services may have an impact on the information security of the services provided to the Customer to perform services for the Customer if these subcontractors undertake to comply with appropriate technical and organisational measures to protect the confidentiality, integrity and availability of the data originating from or relating to the Customer and the systems used for the provision of services and confirm this to CARAT in text form. In the case of subcontractors who take on essential or critical functions, CARAT shall ensure that they have appropriate safety certifications or provide comparable evidence.

#### 18.2.2 Confidentiality

CARAT shall enter into agreements in text form with all subcontractors with access to the Customer's trade secrets within the meaning of § 2 No. 1 of GeschGehG which guarantee the confidentiality of the Customer's trade secrets in a manner corresponding to the requirements of section 17 of these T&C.

### 18.3 Special requirements for subcontracted data processing

#### 18.3.1 Information about subcontractors

If CARAT processes personal data on behalf of the Customer within the meaning of Art. 28 GDPR, CARAT shall inform the Customer in text form of the subcontractors used for this processing. In general, this notification shall be made within the framework of the processing agreement to be concluded between CARAT and the Customer for these purposes.

#### 18.3.2 Subcontracting agreements with subcontractors

CARAT is obliged to conclude subcontracting agreements that fulfil the requirements of Art. 28 GDPR with subcontractors who process the Customer's personal data as subprocessors on behalf of CARAT.

### 18.3.3 Processing locations

The processing locations for the subcontracted processing of the Customer's personal data, which the subcontractor processes for CARAT on behalf of the Customer in accordance with Art. 28 GDPR, are based on the data processing agreement concluded between the Customer and CARAT.

## 18.4 Special requirements for Software as a Service

### 18.4.1 Processing of the Customer's personal data

If CARAT uses subcontractors for the provision of Software as a Service who process the Customer's personal data on behalf of CARAT in accordance with Art. 28 GDPR, CARAT shall subcontract these in accordance with the requirements set out in the above section 18.3.

### 18.4.2 Data portability and interoperability

When providing SaaS services, CARAT shall only use cloud infrastructure providers that are technically capable of supporting CARAT's obligations set out in sections 5.6 to 5.8 (data portability, export formats, interoperability) and 12.6.2 and 12.6.3 (data return and exit management) of these T&C.

## 18.5 Responsibility and liability

The involvement of subcontractors shall not release CARAT from its contractual obligations towards the Customer. CARAT shall remain the Customer's sole contact for all services and shall be liable for any fault of its subcontractors as for its own fault.

The limitations of liability applicable under section 14 of these T&C shall also apply in favour of the subcontractors used by CARAT.

## 19. Final provisions

### 19.1 Changes to the T&C

CARAT shall be entitled to amend these T&C with effect for the future, in particular to adapt them to changes in the legal or technical framework or to maintain an appropriate relationship between service and consideration.

The Customer shall be notified of any changes in text form at least twelve (12) weeks before they come into effect. The changes shall be deemed approved if the Customer does not object to them in text form within six (6) weeks of receipt of the notification of change. In the notification of change, CARAT shall inform the Customer of their right to object, the objection period and the legal consequences of failing to object.

In the event of a timely objection by the Customer, either party may cancel the individual contract concerned. The notice of cancellation must be submitted to CARAT within four (4) weeks of receipt of the objection. The cancellation shall take effect at the time of the planned entry into force of the amendment to the T&C. Until such cancellation takes effect, the previous T&C shall continue to apply to the individual contract concerned.

Changes to the T&C agreed in an individual contract that are made exclusively in the Customer's favour or that do not have any significant detrimental effects on existing services or conditions shall be deemed to have been agreed, even without the Customer's consent, from the announced effective date.

For new individual contracts concluded after the amended T&C have come into force, the new T&C shall apply exclusively.

### 19.2 Choice of law

These T&C and all individual contracts concluded on their basis shall be governed exclusively by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of private international law, insofar as these would lead to the application of foreign law, is excluded.

### 19.3 Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with these T&C and the individual contracts concluded on their basis is Dreieich, provided that the Customer is a merchant within the meaning of §§ 1 et seq. HGB (German Commercial Code), a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany. However, CARAT shall also be entitled to sue the Customer at the Customer's general place of jurisdiction or at the place of performance.

#### 19.4 Place of performance

The place of performance for all services arising from an individual contract concluded under these T&C shall be CARAT's registered office in Dreieich, unless expressly stipulated otherwise in the individual contract or unless the nature of the service clearly indicates otherwise.

#### 19.5 Text form

Amendments and additions to the contractual content of an individual contract must be made in text form to be effective. Verbal agreements are only effective if they are subsequently confirmed in text form.

#### 19.6 Severability

Should individual agreements in an individual contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the individual contract. The parties undertake to replace the invalid or unenforceable provision with a legally permissible provision that comes closest to the economic purpose of the invalid or unenforceable agreement. The same applies to any regulatory gaps.

#### 19.7 Precedence of the German version

If these T&C are made available to the Customer in different language versions, only the German version shall be legally binding. In the event of contradictions or questions of interpretation between the German version and a translation, the German version shall be given precedence.

#### 19.8 Assignment and assumption of contract

The Customer shall not be authorised to assign or transfer rights and obligations arising from individual contracts concluded on the basis of these T&C to third parties without prior consent by CARAT in text form. This does not apply to the assignment of monetary claims as part of a commercial transaction in accordance with § 354a HGB.

CARAT is authorised to transfer all rights and obligations arising from individual contracts in whole or in part to affiliated companies within the meaning of §§ 15 et seq. AktG (German Companies Act) or § 271 section 2 HGB. The Customer shall be informed in text form within four (4) weeks of the transfer taking effect.

This language version of the GTC is a non binding translation provided solely for guidance and to facilitate your work. Only the German version is legally binding. You may consult it here:

[www.carat.de/carat-agb](http://www.carat.de/carat-agb)

