General Service Description

A. Angebot von Standardsoftware

GBTEC Software AG offers the following standard software products, which can be used by the customer individually or in combination:

- BIC Process Design
- BIC EAM
- BIC Process Execution
- BIC GRC

B. Provision

Provision is generally made as Software-as-a-Service ("**SaaS**").

1. SaaS

1.1 The customer receives a personalized access to the BIC Platform via a secure link. Access is limited to the products and users (licensed users) defined in the license agreement.

1.2 GBTEC provides the SaaS services with a targeted availability of 99.5% on an annual average. Short-term interruptions due to maintenance, updates, or security-related measures are possible and do not constitute a service disruption.

1.3 Maintenance windows are announced at least 48 hours in advance, if plannable. Emergency measures (e.g., critical security patches) may be implemented at short notice.

1.4 The point of service delivery is the router exit of the data center used by GBTEC. GBTEC provides the agreed computing power and storage capacity on its servers. The customer is responsible for the data connection between the point of service delivery and their own IT systems, as well as for their local system environment.

1.5 The customer is entitled to technical support in accordance with the service times and response times defined in the Service Level Agreement ("**SLA**"). Disruptions are also handled according to the SLA. The customer is obliged to report any disruptions immediately and to cooperate in troubleshooting.

1.6 Information on data backup can be found in Section G.

2.   On Premise

If the software is provided for local installation (on-premise), installation is carried out by the customer or by GBTEC under a separate agreement. The customer is responsible for providing and maintaining the required system environment. Updates, patches, and support services are provided in accordance with the conditions agreed in the individual contract. GBTEC does not perform data backups (see Section G). The customer is responsible for backing up and restoring their data.

C. License Models

This section governs the permitted use within the scope of the respective agreed license models..

3.   Named User Lizense

3.1   The Named User License entitles only the natural persons named in the contract or subsequently notified to use the software. Assignment is made by the customer on a personal basis (e.g., via user ID or email address) and is non-transferable. The use of anonymized or shared accounts is not permitted.

3.2   Renaming is permitted if:

- the originally assigned person permanently leaves (e.g., resignation),

- the new person has not held a license in the past three months, and

- renamings do not exceed 10% of the licenses per contract year.

3.3   The customer documents changes independently and provides an up-to-date overview upon request. GBTEC is entitled to verify compliance with the license terms through an audit.

3.4   Additional Named User Licenses can be added at any time for an additional fee. Use by unlicensed persons is not permitted and entitles GBTEC to block access or terminate the contract extraordinarily.

4.   Enterprise License

4.1   The Enterprise License entitles all employees of the customer worldwide to use the software. Use by affiliated companies (§§ 15 et seq. AktG) is only permitted if they are named or subsequently licensed.

4.2   The customer may flexibly extend the enterprise license to new employees or organizational units. In the event of significant changes – particularly if the number of employees increases by more than 20% – GBTEC must be informed without being asked.

4.3   Subsequent licensing is based on the new number of users according to the current pricing model.

4.4   Upon request, the customer provides GBTEC with an up-to-date overview of active users (e.g., via email domains, usage statistics, or SSO access logs). GBTEC is entitled to verify compliance with the license terms through an audit.

4.5   If affiliated companies are included without notification, this is considered unauthorized use. In such cases, GBTEC is entitled to demand a contractual penalty and/or terminate the contract extraordinarily. The amount of the penalty is determined at GBTEC's reasonable discretion (§ 315 BGB)..

D. Scope of Services

5.   Specification

5.1   The exact content and modules are defined in the individual contract and the current product description available at: www.gbtec.com/de/benutzerdokumentationen/

5.2   The SaaS service is provided in a condition that corresponds to the functional scope and system requirements defined in the service description and user documentation.

5.3   Adaptation to individual usage conditions or new technologies is not owed.

5.4   Strict liability for initial defects is excluded.

5.5   SaaS services include in particular:

- Provision of BIC software via a telecommunications connection

- Provision of required computing power and storage capacity

- Use of the software for storing and processing data

- Provision of maintenance and support services

- Technical operation in a data center

5.6   The point of service delivery is defined in Section B.

6.   User Documentation

Electronic user documentation is provided at the beginning of the contract in both German and English. The customer may store, print, and reproduce the documentation, provided that copyright notices are retained. The usage restrictions of the service also apply to the documentation.

7.   Third-Party Software / Partner Companies

Parts of the service may be provided by partner companies; these are identified accordingly in the product and product documentation. The use of such third-party software requires acceptance of the respective third-party terms of use. Without acceptance, activation will not occur. GBTEC ensures that the data protection level of partner companies complies with legal and contractual requirements.

8.   Customer Responsibility

8.1   The customer is solely responsible for the proper integration of the service into their own IT system landscape. This includes ensuring compatibility with the customer's infrastructure and performing any necessary configuration measures. GBTEC is not obliged to adapt the service to customer-specific usage conditions.

8.2   Use of the service outside the defined parameters in the service description and user documentation – such as using unsupported browsers, deviating network configurations, or unauthorized integrations – is at the customer's own risk and may lead to functional limitations or malfunctions.

8.3   The customer is solely responsible for complying with legal, regulatory, or industry-specific requirements arising from their specific use of the service (e.g., archiving obligations, data protection requirements, compliance regulations).

E. Special Obligations of the Customer

9.   Cooperation at Contract Conclusion

After conclusion of the contract, the customer shall promptly provide GBTEC with all information required to set up access to the software – in particular, the name and email address of the administrator and the desired company name for the SaaS access URL.

10. Cooperation in Security Incidents

In the event of suspected security-related software errors or unauthorized access, the customer must inform GBTEC immediately. In critical cases, it may be necessary to suspend use of the affected software until appropriate protective measures are implemented.

11. Cooperation in Defect Resolution

The customer shall support GBTEC in analyzing and resolving disruptions by providing relevant information (e.g., error descriptions, screenshots, log files). Response and recovery times are governed by the applicable SLA.

F. Technical Requirements

12. Fulfillment of Technical Prerequisites

Use of the software requires certain technical prerequisites on the customer's side. The customer ensures that the following requirements are met:

a) Stable internet connection (minimum 10 Mbit/s recommended)
b) Current web browser in accordance with the system requirements of the licensed products
c) JavaScript and cookies enabled
d) Valid email address for system notifications

13. Testing Process

Before productive use of the software, the customer must – to the extent possible and reasonable – test the software in an appropriate test environment to verify its usability in the intended context. Particular attention should be paid to potential interactions with existing system components (e.g., firewalls, antivirus software, local add-ons, middleware). GBTEC may request written confirmation that this test has been conducted.

G. Data Backup and Data Availability in SaaS Usage

14. Data Backup by GBTEC

GBTEC backs up all data on the systems used to provide the SaaS services daily in accordance with current security standards. The backup serves exclusively for restoration in the event of a system failure. The retention period is 7 days.

15. Data Backup by the Customer

15.1 The customer is responsible for backing up all data processed or stored on their own devices and systems. This applies in particular:

- before importing data into BIC products,

- before making significant changes to settings or data,

- and for all data not backed up by GBTEC as part of the SaaS operation.

15.2 The backup includes, in particular, the regular execution of local backups, verification of recoverability, and documentation of the backup measures.

15.3 GBTEC may assist with technical coordination upon request but assumes no responsibility for data backup outside its own area of responsibility.

16. Data Provision After Contract Termination

After the end of the contract, GBTEC will provide the customer with the data stored in the cloud for a period of one (1) month in a common, machine-readable format for download. The specific format depends on the product used and the volume of stored data. In the case of a seamless transition to a new contract, data transfer will take place. In the case of a switch between products or product variants, transfer is only possible by separate agreement.

17. Data Deletion

Unless legal retention obligations exist, GBTEC will delete all remaining customer data no later than 60 days after the end of the contract. Upon request, GBTEC will confirm the deletion in text form. After deletion, access is no longer possible.

H. Modification Management (Change Request Procedure)

18. Submission of Change Requests

Change requests by the customer ("**Change Requests**") must be submitted in writing and must describe the desired scope of services, the objective, and the impact on existing requirements.

19.   Review and Offer Preparation

GBTEC will review the change request within 10 business days for feasibility, and assess the impact on the schedule and compensation.

- For extensive reviews, GBTEC will submit a review offer including estimated costs. The customer must decide within 10 business days whether to commission the review.

- For simple reviews, GBTEC will provide an implementation offer including schedule, deadlines, and compensation.

20.   Implementation and Contract Adjustment

20.1   Changes become binding only after written acceptance of the offer by the customer and corresponding adjustment of the service specification.

20.2   Until an agreement on the change is reached, services will continue based on the existing contract.

21.   Impact on Deadlines and Costs

Delays caused by change requests or lack of cooperation by the customer do not constitute a delay on the part of GBTEC. Waiting times and additional efforts may be charged according to the agreed hourly rate.

I. Compensation Terms

22.   Usage and Service Fees

The usage and service fees are based on the number of licenses purchased by the customer, the selected features and components, and the agreed contract term. In the case of prorated billing, charges are calculated on a daily basis using 1/365 of the annual usage fee per calendar day.

23.   Fees for Extensions and Reductions

23.1   Extensions of the license scope (e.g., additional users or features) are billed from the time the extension is activated. The payment obligation begins with the activation.

23.2   Reductions (e.g., deactivation of users or deselection of features) do not entitle the customer to a refund during the current service period. The payment obligation ends only upon effective termination at the next possible termination date.