

General Terms & Conditions

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1. Scope and Structure

- 1.1 GBTEC Group (“GBTEC”) offers standard software as well as individual modules thereof (“Software”) for use – generally within the framework of a Software-as-a-Service model (“SaaS”) via a telecommunication connection.
- 1.2 In addition, GBTEC provides supplementary services such as consulting, training, or support. These services are rendered either based on service descriptions, scopes of work (“SOW”) or on a time and materials basis. Billing may take place, for example, via previously agreed service contingents.
- 1.3 These GTC govern the legal framework for the use of the Software and the associated or separately commissioned services.

- 1.4 The contractual components apply in the following order of precedence, whereby the higher-ranking provision shall prevail in the event of conflict:
- Individual agreement (consisting of offer, order, and – if issued – order confirmation);
 - Supplementary contractual conditions, in particular the service description (consisting of the General Service Description (“GSD”) and specific service descriptions), SOW, Service Level Agreement (“SLA”), Non-Disclosure Agreement (“NDA”), Data Processing Agreement (“DPA”);
 - these GTC.
- 1.5 Deviating or supplementary terms and conditions of the customer shall only apply if GBTEC has expressly agreed to them in writing. This also applies if the customer transmits their terms and conditions as part of an order or if GBTEC performs services or accepts payments with knowledge of such terms. Implied consent is excluded. In these cases, the contract shall still be concluded exclusively under the terms of GBTEC.

2. Conclusion of Contract

- 2.1 A contract with GBTEC is concluded in particular as follows:
- Acceptance of a written or electronic offer by GBTEC by the customer – for example, by returning a signed form (e.g., within the scope of an offer “Q-xxx [...]”) or by using the offered services;
 - Acceptance of a binding customer offer by GBTEC, e.g., via email or by returning a countersigned form;
 - Written or electronic approval of a service request (e.g., SOW or use of credits) by the customer within the scope of an existing agreement.
- 2.2 The order confirmation by GBTEC reflects the content of the contract. The contract shall be deemed concluded at the latest upon provision or activation of the standard software.

3. Subject Matter and Usage Rights

- 3.1 The customer receives, for the duration of the contract, a simple, non-transferable, and non-sublicensable right to use the software provided. There is no claim to receive the source code.

- 3.2 The specific scope of services results from the respective individual agreement. New versions, updates, or upgrades are subject to the same usage terms as the originally provided software.
- 3.3 The software may only be used within the contractually agreed scope. The permitted usage is based on the agreed licensing model. Use by unauthorized third parties, duplication, decompilation, or other abusive uses is prohibited.
- 3.4 In the event of violations of the agreed usage rights, GBTEC is entitled to take appropriate measures, including access suspension and the enforcement of penalties.
- 3.5 GBTEC is entitled to conduct audits or have audits conducted by third parties, during regular business hours and with prior notice, to verify contractual use of the software. The customer shall cooperate to a reasonable extent.
- 3.6 Services such as consulting, training, or support are not subject to usage rights under copyright law. They are provided based on separate agreements (e.g., service descriptions, SOW) as services or work performances. If copyright-protected content is provided within such services – such as training materials, presentations, or documentation – the copyrights generally remain with GBTEC. The customer may only use such content within the rights granted under the contract; any further rights of use require a written agreement.

4. Technical Requirements

- 4.1 The use of GBTEC's services requires certain technical prerequisites on the part of the customer. These are set out in the valid technical documentation provided to the customer prior to contract conclusion.
- 4.2 The customer is obliged to inform themselves of these requirements before entering into the contract and to ensure compliance.
- 4.3 Disruptions or limitations due to insufficient technical prerequisites on the customer's side do not constitute defects.

5. Availability and Disruptions

- 5.1 Availability and quality of services may occasionally be limited. During such times, no claims for defects or damages exist if the cause lies outside GBTEC's control or is due to scheduled maintenance.
- 5.2 If a serious disruption for which GBTEC is responsible lasts more than 24 hours, the customer may reduce the monthly fee proportionately. A serious disruption exists if the agreed service cannot fulfill its essential purpose.
- 5.3 To the extent that a Service Level Agreement (SLA) stipulates deviating or supplementary provisions regarding availability, incident handling, or fee reduction, these shall take precedence.

6. Remuneration and Payment Terms

- 6.1 Remuneration for GBTEC services is based on the individual agreement, current price lists, and/or written offer. This applies to software use and additional services (e.g., consulting, training, customizing), billed on a time and materials basis.
- 6.2 The SaaS usage fee is billed annually in advance starting from the contractual start date ("**Contract Start**"), as defined in the individual agreement or offer, and is payable within 30 days of invoice receipt unless otherwise agreed.
- 6.3 Provision of additional services after contract start does not affect the due date of the usage fee.
- 6.4 If payment is not made within 14 days after the first reminder, GBTEC may suspend, terminate, or restrict service access, stop all services, or cancel the account. Legal rights remain unaffected.
- 6.5 Service scope extensions (e.g., additional user licenses) will be billed from the date of extension. Reductions take effect only at the end of the agreed term and must be announced at least 3 months in advance. No refund or fee reduction will be made during the current term.

- 6.6 All prices are in euros plus applicable VAT unless another currency has been expressly agreed.
- 6.7 Invoices and reminders are issued electronically. The customer must promptly notify GBTEC in writing of any billing information changes.
- 6.8 The customer may only offset claims that are undisputed or legally established.
- 6.9 If services are used based on service contingents, the respective agreed conditions regarding their use, validity, and expiration shall apply. Contingents are valid for 12 months from provision by GBTEC, expire thereafter without refund, and are not transferable to third parties. GBTEC will inform the customer of pending expiration in due time, provided a communication channel is available.

7. Fee Adjustment

- 7.1 GBTEC is entitled to adjust fees – particularly for services with recurring remuneration or longer contract durations – at its reasonable discretion (§ 315 BGB) in response to changes in costs or usage capacities.
- 7.2 An adjustment is especially permissible in the event of changes to essential cost factors (e.g., energy, IT infrastructure, personnel, software licenses) or if the customer changes usage capacities. GBTEC undertakes to appropriately consider both cost increases and cost reductions when adjusting fees.

Cost reductions will have the same pricing effect as cost increases, provided there are no opposing effects. When exercising its reasonable discretion, GBTEC will ensure that cost reductions and increases are taken into account at the same time, so as not to unreasonably disadvantage the customer.
- 7.3 Fee changes will be communicated to the customer in text form at least 6 weeks prior to their entry into force.
- 7.4 Price adjustments of up to 7% per contract year are deemed reasonable, unless a deviating, explicitly agreed individual provision has been made.

8. Customer's Duties to Cooperate and Protective Obligations

- 8.1 Following contract conclusion, the customer shall immediately provide all information, contacts, and access necessary for the performance of services. Delays resulting from missing cooperation shall not be borne by GBTEC.
- 8.2 The customer shall take appropriate protective measures against malware and shall safeguard access and usage data (e.g., user IDs, passwords, API keys) from third-party access. GBTEC must be informed immediately if misuse is suspected.
- 8.3 Additional duties to cooperate may result from product-specific service descriptions

9. Delay in Performance, Force Majeure, and Change Requests

- 9.1 If GBTEC is in default with performance, the customer may terminate the contract after a reasonable grace period has passed without success. Reminders and grace periods must be issued in writing.
- 9.2 Delays resulting from the customer's change requests, lack of cooperation, or interruptions requested by the customer do not constitute default by GBTEC. This particularly applies to services billed on a time-and-materials basis or based on pre-agreed service contingents. New deadlines are to be agreed upon mutually. Waiting times and additional efforts may be billed separately by GBTEC.
- 9.3 Force majeure shall release both parties from their obligations to perform for the duration and scope of its effects. Force majeure includes, in particular, natural disasters, pandemics, official orders, strikes, supply failures, or illness of essential project staff. If such an event lasts longer than 90 days, either party may terminate the contract with 30 days' notice in writing. Services already rendered shall be billed on a pro rata basis; existing payment obligations remain unaffected.
- 9.4 Change requests by the customer regarding the scope of services can be considered within a separately agreed change procedure. GBTEC is not obligated to implement such changes. Remuneration shall be based on the applicable pricing model unless agreed otherwise.

10. Intellectual Property Rights

- 10.1 All intellectual property rights – including copyrights, trademarks, patents, and other protective rights – to the software, its components, user interfaces, underlying technologies, and documentation remain exclusively with GBTEC. No offer, order, or contract entails a transfer of these rights to the customer.
- 10.2 The customer is prohibited from altering, removing, or obscuring notices of protective rights. Nor is the customer permitted to register or use GBTEC’s trademarks, trade names, logos, or domain names, or any similar or confusingly similar designations.
- 10.3 Work results created as part of services (e.g., consulting, configuration, customization, training) remain the intellectual property of GBTEC unless explicitly agreed otherwise in writing. The customer shall be granted a simple, non-transferable right to use these results in accordance with the contract.

11. Data Protection and Confidentiality

- 11.1 The data protection provisions available at www.gbtec.com/de/datenschutz shall apply to the processing of personal data. Where required, the parties shall conclude a data processing agreement pursuant to Article 28 GDPR.
- 11.2 For the purpose of fulfilling the contract, GBTEC is entitled to reproduce, store, and technically process the data provided by the customer (e.g., format changes, storage in failover systems). This also applies to data processed or created in the course of services.
- 11.3 All information received or created under this contract must be treated as confidential and used exclusively for the purpose of fulfilling the contract.
- This applies in particular to information marked as confidential as well as to operational and business secrets. The parties undertake to maintain confidentiality in accordance with the German Trade Secrets Act (GeschGehG). This obligation continues beyond the end of the contract.
- 11.4 Further data protection provisions – especially regarding data processing, the use of subcontractors, and responsibility for data in the context of SaaS services – are specified in the respective data processing agreement (DPA).
- 11.5 The customer undertakes not to store any unlawful content via the hosting service. The customer shall indemnify GBTEC against all third-party claims arising from the use of such content.

12. Use of Artificial Intelligence (AI)

- 12.1 GBTEC uses AI systems solely to support human decisions. The use is responsible, transparent, and in accordance with the EU AI Act as well as data protection regulations.
- 12.2 Automated decisions with legal or similarly significant effects are made only under appropriate human oversight. The customer shall be informed about the use of such systems.
- 12.3 Prohibited AI practices within the meaning of Article 5 of the EU AI Act – in particular manipulative systems, social scoring, or biometric real-time surveillance – are not used.
- 12.4 AI-generated content (e.g., analyses, recommendations) must be independently reviewed by the customer. GBTEC assumes no liability for decisions based solely on such content.
- 12.5 The use of AI-supported functions of the BIC AI Services is additionally governed by the “Terms and Conditions for the Use of BIC AI Services (VB BIC AI Services),” which the customer agrees to comply with.

13. Liability and Damages

- 13.1 GBTEC shall be liable without limitation for damages resulting from injury to life, body, or health, in cases of intent or gross negligence, in the absence of a guaranteed condition, or in cases of fraudulent intent.
- 13.2 In the event of slightly negligent breaches of essential contractual obligations, liability is limited to the typical, foreseeable damage. In all other cases, liability is excluded. Liability under the German Product Liability Act remains unaffected.
- 13.3 Claims for damages by the customer shall expire one year after the claim arises, unless mandatory statutory limitation periods apply, in particular in cases involving personal injury, intent, gross negligence, or claims under the Product Liability Act.
- 13.4 The customer shall indemnify GBTEC against any liability and all proven costs if GBTEC is held liable by third parties due to actions or omissions of the customer. This indemnification does not apply to the extent that GBTEC is also at fault.
- 13.5 For services that are provided on a time-and-materials basis or by using service contingents, GBTEC shall only be liable for the proper performance of the agreed services, not for a specific success or outcome.

13.6 Strict liability for initial defects (liability without fault) is excluded, unless expressly agreed otherwise.

14. Contract Term and Termination

14.1 The contract term is defined in the individual agreement. Supplementary provisions on the duration and termination of individual services are set out in the respective individual agreement or in the product-specific provisions of these contractual terms.

14.2 For SaaS, the following also applies:

- The contract for SaaS services is a continuing obligation with a minimum term of 36 months, unless otherwise specified in the individual agreement.
- The contract is automatically extended by another 12 months unless terminated in writing with three months' notice prior to the end of the term.
- The contract may first be terminated at the end of the minimum term with three months' notice to the end of the contract year.

14.3 If the customer is responsible for the reason for termination, they are obliged to pay GBTEC the agreed remuneration minus any saved expenses up to the date on which the contract would have ended in the case of an ordinary termination.

14.4 Services provided on a time-and-materials basis or via pre-agreed service contingents are not subject to a fixed contract term, unless explicitly agreed otherwise. They end with the complete provision of the services or upon expiration of the respective contingent's validity. No ordinary termination is required.

14.5 The contract may be terminated at the end of the applicable term by observing the agreed notice period. Terminations must be made in writing or in electronic form with a qualified electronic signature, unless otherwise agreed.

14.6 The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular where continuation of the contractual relationship is unreasonable for the terminating party, for example in the following cases:

- Payment default despite reminder;
- Initiation or application for initiation of insolvency proceedings concerning the assets;
- Unlawful use of GBTEC services;

- Serious breach of essential contractual obligations and failure to remedy such breach despite a written warning within a reasonable period.

14.7 Offers made during the term of the contract that relate to the same scope of services as the existing contract are considered explanatory only. They do not constitute a new contractual relationship and do not require separate acceptance.

14.8 Further provisions regarding the post-termination phase, in particular flat-rate compensation for damages, may be found in the relevant service description.

15. Transfer of Rights and Obligations

15.1 The assignment of rights and obligations under this contract is only permitted with the prior consent of the other party in text form. Statutory rights of assignment remain unaffected.

15.2 GBTEC is entitled, in accordance with § 15 AktG, to engage affiliated companies as well as subcontractors expressly named in the contract to fulfill its obligations under this contract. The engagement of additional subcontractors requires the prior consent of the customer, which may not be unreasonably withheld. In all cases, GBTEC remains responsible to the customer for the proper performance of the services.

15.3 The following applies additionally for SaaS: Hosting of the software and the technical provision of the infrastructure for SaaS services is carried out in a data center commissioned by GBTEC. Responsibility for proper service delivery remains with GBTEC.

16. Contract Amendments

16.1 To maintain a reasonable contractual relationship, GBTEC is entitled to amend these GTC as well as the service and product descriptions for factual reasons (e.g., legal changes, technical developments, or operational requirements).

16.2 Non-material changes – in particular editorial adjustments or clarifications without any impact on the customer’s rights and obligations – shall become effective upon publication on the website www.gbtec.com/de/vertragliche-bedingungen. The latest version of the GTC and supplementary contractual documents can be accessed there. A separate notification shall not be issued.

16.3 All other changes that are intended to apply to an existing contractual relationship shall be communicated to the customer in text form at least 4 weeks before they become effective. Without such notification, the most recently agreed version of the contract remains applicable.

- 16.4 Amendments that affect essential contractual obligations (e.g., scope of services, prices, core SLA terms) or significantly alter the contractual balance to the disadvantage of the customer require the customer's express consent. Silence does not constitute consent.
- 16.5 Other material changes – i.e., those not covered under 16.4 – shall be deemed accepted if the customer does not object within the specified period. These include in particular:
- Editorial or linguistic clarifications that indirectly affect rights or obligations,
 - Technical or organizational adjustments with limited impact on usage,
 - Legally required changes that do not impose additional obligations on the customer.
- 16.6 In the amendment notice, GBTEC shall inform the customer of their right to object and the consequences of failing to object. In the event of an objection, either party may terminate the contract with the notice period applicable to ordinary termination.

17. Final Provisions

- 17.1 This contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 17.2 If the customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Bochum.
- 17.3 Prior to initiating court proceedings, the parties shall seek an amicable resolution, preferably through a mediation procedure at the Hamburg Mediation Office for IT Disputes. This does not apply to undisputed claims, particularly not to judicial dunning procedures. If no agreement is reached, legal recourse shall be open.
- 17.4 Amendments and additions to this contract must be made in writing; this also applies to any waiver of this requirement. A scanned signature or a certificate-based electronic signature shall suffice.
- 17.5 Should any provision of this contract be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a valid one that comes as close as possible to the economic purpose of the invalid provision.

GBTEC Group