

GENERAL TERMS AND CONDITIONS AND TERMS OF USE

Drakos-Software

(Version: July 2026)

1. GENERAL

- 1.1 These General Terms and Conditions and Terms of Use ("Terms and Conditions") shall apply to all current and future legal relationships between **Drakos GmbH**, Hessen-Homburg-Platz 4, 63452 Hanau, Germany ("Drakos") and the customer ("Customer"). They shall also apply to future orders and services even if no explicit reference is made to them.
- 1.2 Any general terms and conditions of the Customer shall not apply, even if Drakos does not expressly object to them again or commences performance while being aware of such terms.
- 1.3 Any deviations from these Terms and Conditions shall only be binding upon Drakos if expressly agreed in writing.
- 1.4 In the event of discrepancies between provisions agreed in an Order and the provisions of these Terms and Conditions, the provisions of the Order shall prevail. The "Order" means the Customer's contractual offer confirmed by Drakos pursuant to Section 2.3.

2. CONCLUSION OF CONTRACT

- 2.1 All information contained in documents such as catalogs, price lists, product specifications, images, drawings, and dimensions is non-binding and approximate only, unless expressly designated as binding. All agreements shall require text form confirmation by Drakos in order to become effective. This shall also apply to supplements, amendments, and ancillary agreements.
- 2.2 The Customer's acceptance of an offer submitted by Drakos shall constitute a binding contractual offer by the Customer. Unless otherwise stated in Drakos' offer, Drakos shall be entitled to accept the Customer's contractual offer within two (2) weeks after receipt.
- 2.3 Acceptance may be declared either in text form (e.g., by order confirmation) or by providing an account and/or enabling the use of the Drakos Software. If Drakos' order confirmation reaches the Customer late, the Customer shall promptly inform Drakos whether it nevertheless wishes the transaction to proceed.

3. **AMENDMENTS**

Drakos shall be entitled to amend these Terms and Conditions or the services to be provided by Drakos unilaterally where required to comply with amended legal or regulatory requirements or where otherwise necessary for compelling reasons. Such amendments shall only be permissible provided that the Customer is not objectively disadvantaged, or only insignificantly disadvantaged, by the amendment.

In such cases, Drakos shall notify the Customer in text form in due time, generally at least thirty (30) days before the amendment becomes effective, and shall explain the changes to the Customer.

If the Customer does not object to the amendments within this 30-day period and continues to use the services offered by Drakos thereafter, such continued use shall constitute acceptance of the amended Terms and Conditions. Drakos shall expressly inform the Customer of this consequence when notifying the Customer of the amended Terms and Conditions.

If the Customer objects to the amended Terms and Conditions within the prescribed period, Drakos may terminate the Customer's right to use the Drakos Software

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4. **SCOPE OF APPLICATION**

4.1 **Difference Between Cloud (SaaS) and On-Premises License**

4.1.1 Cloud (SaaS)

Drakos holds extensive rights of use to the software application **Drakos Software**, which enables the operational use of a web-based software solution for digitalized processes in the fields of access management and time recording.

Drakos agrees to make these software applications operated by Drakos available to the Customer under a Software-as-a-Service ("SaaS") model and, within this framework, grants the Customer non-exclusive and time-limited rights of use to such software applications in exchange for payment of the agreed fees.

4.1.2 On-Premises License

The Software may also be provided as an on-premises license, subject to the terms agreed upon in the respective order. In such case, the Software shall be installed and operated on systems owned by the Customer or by a third party commissioned by the Customer.

Unless specific provisions are agreed for on-premises licenses, these Terms and Conditions shall apply accordingly.

4.2 These Terms and Conditions shall apply to all upgrades, updates, modifications, and enhancements of the Drakos Software ("Updates"), as well as to all services and information made available through the use of the Drakos Software, unless separate provisions have been agreed for such services or information, in which case those provisions shall prevail.

For on-premises licenses, updates shall only be provided to customers with a valid and active maintenance agreement.

- 4.3 If the Drakos Software is used by a company or other legal entity, such company or legal entity shall be represented by the user and shall be responsible for the user's actions and knowledge.

5. **SUBJECT MATTER OF THE AGREEMENT**

- 5.1 The subject matter of these Terms and Conditions is the granting, for the duration of the contractual term, of access and usage rights via the Internet to the Customer, together with the provision of storage space on Drakos servers in relation to the software products provided and operated by Drakos and specified in detail on the Drakos website ("Software")

ADDITION – ON-PREMISES LICENSE

If expressly agreed in the respective order, Drakos may provide the Customer with a perpetual or term-based software license for installation on the Customer's own systems instead of granting access to the Software under a Software-as-a-Service (SaaS) model.

- 5.2 To the extent agreed with Drakos as part of the engagement, Drakos shall also provide additional services related to the use of the Software (e.g., service, support, consulting services, project management, etc.) on the basis of these Terms and Conditions. The scope of such obligations shall be determined by the relevant engagement.

- 5.3 Drakos shall be entitled to engage subcontractors.

The engagement of subcontractors shall not release Drakos from its sole responsibility towards the Customer. Drakos shall enter into agreements with subcontractors that adequately protect the Customer's interests.

The Customer may object to the engagement or replacement of specific subcontractors for justified reasons. Such justified reasons shall exist where objective facts give rise to a reasonable assumption that the subcontractor is not complying with applicable law.

In the event of a justified objection by the Customer against the engagement or replacement of a subcontractor, Drakos may terminate the Customer's right to use the Drakos Software.

- 5.4 Any services not expressly described in these Terms and Conditions or in the Order shall only form part of the contractual relationship with Drakos if separately agreed in writing.

6. **PROVISION AND OPERATION OF THE SOFTWARE**

- 6.1 Drakos operates the Software in data centers managed by specialized service providers and grants the Customer the ability to access and use the Software in accordance with its intended purpose. The functionalities and other characteristics of the Software are set forth in the description pursuant to Section 5.1 and any additional documentation that may be provided.

- 6.2 The Customer's right to use the Software is non-exclusive, limited to the term of the engagement, non-transferable, and restricted to the Customer's own business purposes.

The Customer shall not directly or indirectly use the Software for the business purposes of third parties, nor permit third parties to use the Software, unless such use forms part of the Software's intended functionality.

The Customer shall not have access to the Software source code.

- 6.3 The Software shall be made available at the point of delivery ("Delivery Point"). The Delivery Point shall be the interface between Drakos' data center and the network through which the Customer accesses the Software, such as the Internet or a VPN connection.
- 6.4 Drakos guarantees the Software availability specified in Annex 1 unless different service levels have been expressly agreed as part of the engagement.
- 6.5 Availability shall be deemed achieved when the Software can be used without significant disruptions materially affecting business operations.

For the purpose of calculating availability, the following interruption periods (i.e., periods during which the Software is unavailable) shall not be taken into account:

- Downtime for maintenance purposes (maintenance windows, release changes, offline backups, etc.);
- Downtime caused by force majeure events;
- Downtime caused by the Customer or third parties.

- 6.6 Drakos shall provide the Customer with access to additional supporting documentation for the Software in digital form (e.g., Help Desk articles and DRAKOS Manuals).

6.7 **Addition for On-Premises Licenses**

For on-premises licenses, the Customer shall be solely responsible for the hardware, operating systems, databases, data backup, system availability, network operations, and IT security required for the installation and operation of the Software.

6.8 **Software Lifecycle**

Drakos develops and maintains the software in accordance with its intended lifecycle. The duration of the provision of maintenance services, security updates, and functional enhancements is specified in the respective order or maintenance contract.

7. MAINTENANCE AND SUPPORT

7.1 Difference Between Cloud (SaaS) and On-Premises License

7.1.1 Cloud (SaaS)

Drakos shall regularly maintain and update the Software to ensure compliance with mandatory technical and/or legal requirements as they evolve.

At its sole discretion, Drakos may also implement optimizations, improvements, and enhancements to the Software applications.

7.1.2 ON-Premises-Lisence

For on-premises licenses, the license grant does not include any updates, upgrades, hotfixes, patches, bug fixes, technical maintenance services, or other software enhancements. Such services shall be provided solely pursuant to a separate maintenance and support agreement.

In the absence of a valid maintenance agreement, the Customer shall not be entitled to receive any updates, upgrades, hotfixes, patches, bug fixes, new releases, enhancements, or technical support services.

7.1.3 IT Security and Legal Security Requirements

Drakos will continue to develop the software in accordance with the currently recognized state of the art and will take appropriate measures to maintain the security, integrity, and availability of the software during the term of the contract.

This includes, in particular, the analysis and remediation of security vulnerabilities, as well as the provision of necessary security updates, to the extent required by applicable law or the state of the art.

7.1.4 Security Updates for On-Premises Licenses

For on-premises licenses, the provision of security updates, patches, hotfixes, or other security-related software updates generally requires a valid maintenance and support contract, unless otherwise required by law.

7.2 For third-party applications, Drakos' maintenance obligations shall be limited to implementing measures and recommendations provided by the respective software manufacturer (e.g., installation of service packs or patches).

Drakos shall implement such measures within a reasonable period after their release or recommendation by the manufacturer and shall in particular ensure that the respective SAP ERP platform release remains within SAP's Mainstream Maintenance.

- 7.3 If SAP introduces a maintenance model replacing Mainstream Maintenance, Section 7.2 shall apply accordingly to SAP's generally applicable standard maintenance model.

The Customer shall notify Drakos in text form (e-mail) no later than eight (8) weeks before using a new SAP ERP release so that Drakos may implement any necessary Software adaptations.

- 7.4 Additional support services shall only be provided by Drakos where expressly agreed as part of the engagement.

The scope of individual support services shall be determined exclusively by the engagement documentation and the relevant service description provided by Drakos.

- 7.5 For support services agreed pursuant to Section 7.4, Drakos guarantees the service levels set forth in Annex 1 unless different service levels have been expressly agreed as part of the engagement.

7.6 **SERVICE LEVEL AGREEMENT (SLA) FOR CLOUD SERVICES**

7.6.1 Availability

Drakos guarantees an average monthly availability of **99.5% per year** for the productive cloud environment of the Software, measured at the Delivery Point as defined in Section 6.3.

Availability shall be calculated as follows:

$$\text{Availability (\%)} = (\text{Total Time} - \text{Downtime}) / \text{Total Time} \times 100$$

The following shall not be considered downtime:

- Scheduled maintenance work pursuant to Section 7.6.2;
- Disruptions outside the area of responsibility of Drakos;
- Failures of the Customer's Internet or telecommunications services;
- Downtime caused by force majeure pursuant to Section 12;
- Downtime resulting from acts or omissions of the Customer or third parties engaged by the Customer.

7.6.2 Maintenance Windows

Drakos shall be entitled to perform scheduled maintenance work.

Regular maintenance windows shall preferably take place outside normal business hours. Where technically and organizationally feasible, planned maintenance activities shall be announced to the Customer at least seventy-two (72) hours in advance by e-mail or through the Software.

Maintenance periods totaling up to eight (8) hours per calendar month shall not be considered downtime for availability calculations.

In cases involving critical security measures or the prevention of imminent threats, Drakos may perform maintenance work without prior notice.

7.6.3 Support Hours

Unless otherwise agreed, support services shall be available during the following hours:

Monday to Friday: 08:00 a.m. to 05:00 p.m. (CET/CEST)

excluding public holidays applicable at the registered office of Drakos in Hesse, Germany.

Support requests may be submitted by e-mail or through the ticketing system provided by Drakos.

7.6.4 Priority Levels and Response Times

Reported incidents shall be classified according to their impact on business operations.

Priority	Description	Response Time
P1 - Critical	Complete outage of the productive Software or major core functionality unavailable	2 hours
P2 – High	Significant functionality impaired and no workaround available	4 hours
P3 – Medium	Functionality impaired but workaround available	2 business days
P4- Low	General inquiries, cosmetic defects, or enhancement requests	5 business days

The response time means the period between receipt of the incident report during support hours and the first qualified response from Drakos.
 Response times do not constitute resolution times.

7.6.5 Data Backups

Drakos performs regular backups of productive systems.

- Daily backups shall be retained for at least thirty (30) days.
- Weekly backups shall be retained for at least twelve (12) weeks.
- Monthly backups shall be retained for at least twelve (12) months.

Restoration of individual data records or historical data states shall be subject to technical feasibility and may be charged separately.

7.6.6 Security Measures

Drakos operates its cloud infrastructure in accordance with the current state of the art and implements appropriate technical and organizational measures to protect data.

Such measures include in particular:

- Encrypted data transmission using current TLS protocols;
- Role-based access control concepts;
- Firewall and network protection mechanisms;
- Regular security updates and patches;
- Monitoring of productive systems.

However, absolute protection against all security incidents cannot be guaranteed.

7.6.7 Service Credits

If the agreed availability levels are not achieved in a calendar month, the Customer may, upon written notification within thirty (30) days, claim the following service credits:

Actual Availability	Service Credits
Below 99.5% up to 99.0%	5% of the monthly SaaS fee
Below 99.0% up to 98.0%	10% of the monthly SaaS fee
Below 98.0%	15% of the monthly SaaS fee

The service credit shall be provided exclusively as a credit against future payment obligations and shall constitute the Customer's sole remedy regarding any failure to meet the agreed availability levels.

7.7 Maintenance Agreement for On-Premises Licenses

7.7.1

For on-premises licenses, entering into a maintenance agreement is recommended. The Customer shall be entitled to receive updates, upgrades, hotfixes, bug fixes, security updates, and technical support only during the term of a valid and active maintenance agreement.

7.7.2

Upon termination or expiration of the maintenance agreement, the Customer shall retain the right to use the most recent version of the Software provided during the term of the maintenance agreement.

7.7.3

Following the termination or expiration of the maintenance agreement, the Customer shall have no entitlement to receive:

- new software versions,
- updates,
- upgrades,
- hotfixes,
- security updates,
- bug fixes,
- technical support, or
- compatibility adjustments for third-party products or operating systems.

7.7.4

Drakos shall have no obligation to correct defects, provide bug fixes, or otherwise maintain Software versions that are no longer covered by a valid and active maintenance agreement.

8. CUSTOMER OBLIGATIONS

- 8.1 Drakos relies on the Customer's cooperation for the provision of its services. If the Customer fails to fulfill its obligations to cooperate in accordance with the contract, Drakos shall be released from those performance obligations that depend upon such cooperation. Any further rights of Drakos shall remain unaffected.
- 8.2 The Customer shall ensure that the following prerequisites for the proper use of the Software are met throughout the term of the agreement. In particular, this includes:
- A browser maintained and updated in accordance with manufacturer and vendor recommendations;
 - A current operating system maintained and updated in accordance with manufacturer and vendor recommendations;
 - A stable and functioning broadband Internet connection;
 - A functioning e-mail address for all users.
- 8.3 The Customer undertakes to adequately train, or arrange training for, those employees who are intended to use the Software and to ensure that such employees satisfy all requirements necessary for the proper use of the Software.
- 8.4 The Customer shall designate a contact person who is available for the necessary communication with Drakos and who has the authority to make all decisions required within the scope of the relationship with Drakos.
- 8.5 The Customer shall take appropriate measures to protect access credentials, user IDs, and passwords assigned to it against unauthorized access by third parties.
- 8.6 For support purposes, the Customer shall permit remote access by Drakos, subject to the consent of the respective end user where required.
- 8.7 The Customer shall provide the network and telecommunications connections to the Delivery Point and shall bear all related costs.

- 8.8 The Customer shall document identified software defects in a reproducible manner and notify Drakos thereof without undue delay in text form.

Furthermore, the Customer shall promptly provide Drakos with all information and materials required for the investigation and correction of reported defects, including, without limitation, output data and all other relevant information, databases, and backup systems.

- 8.9 The Customer shall ensure that its system environment is managed in accordance with applicable standards of care and industry best practices.

The Customer shall continuously maintain its hardware and software environment and implement security measures consistent with current industry standards, including but not limited to firewalls, antivirus protection, DMZ architectures, and similar safeguards.

- 8.10 The customer is obligated to install the security updates, hotfixes, and patches provided by Drakos within a reasonable period of time and to follow the security advisories and operational recommendations published by Drakos.

If the customer fails to do so, Drakos shall not be liable for security incidents or damages to the extent that they are attributable to the failure to install or implement the measures provided.

- 8.11 The Software provides the ability to store documents and information created within the Software during the contractual term.

As the Software is designed for access control, time and attendance management, and operational data collection, it is not intended to serve as an archival system for important records or documents and is particularly not intended for accounting or bookkeeping purposes.

- 8.12 The Customer is solely responsible for storing all documents and information generated through the Software on its own systems and for regularly backing up its data with the diligence expected of a prudent business operator.

- 8.13 The Customer grants Drakos a non-exclusive, royalty-free, worldwide license, including the right to grant sublicenses, to use content and data processed in connection with the services to the extent necessary for the performance of the services or fulfillment of the agreement.

Drakos shall be entitled to retain backup copies of such content and data for a reasonable period where required to comply with legal obligations.

- 8.14 The customer is obligated to give due consideration to any security-related information, warnings, and recommendations provided by Drakos in connection with the software and to implement the necessary measures within a reasonable period of time.

9. **WARRANTY CLAIMS**

- 9.1 The Customer shall notify Drakos in writing without undue delay upon becoming aware of any defects in the Software.

Such notice must contain a sufficiently detailed description of the defect. Any corrective action requires that the defect can be reproduced or otherwise verified.

- 9.2 Drakos warrants that the Software will maintain the contractually agreed characteristics during the contractual term and that no third-party rights shall prevent the contractual use of the Software.

Drakos shall remedy material defects and defects in title within a reasonable period.

- 9.3 Defects may also be remedied by providing a workaround.

If a defect does not materially impair the functionality of the Software, Drakos shall be entitled, to the exclusion of any further warranty claims, to remedy the defect through the provision of a new version or update within its ordinary release, update, and upgrade planning cycle.

For on-premises licenses, new software versions and updates shall only be provided under a valid maintenance agreement.

- 9.4 Drakos shall not be responsible for ensuring compatibility of the Software with third-party applications used by the Customer and provides no warranties or guarantees that the Software:

- (i) is compatible with the Customer's hardware or software;
- (ii) will be available without interruption at all times or at specific times;
- (iii) will satisfy the Customer's requirements or any special performance or functionality requirements not expressly agreed in these Terms and Conditions;
- (iv) will not cause data loss; or
- (v) will be free from viruses, malware, disruptions, or other security-threatening components.

- 9.5 The Customer shall have no warranty rights if it has modified or altered the Software without Drakos' approval or used the Software contrary to applicable instructions or guidelines published by Drakos, unless the defect is demonstrably unrelated to such circumstances.

- 9.6 Any strict liability of Drakos for defects existing at the time of contract conclusion pursuant to Section 536a of the German Civil Code (BGB) is excluded.

- 9.7 Drakos does not provide any guarantees within the meaning of Sections 443, 444, or 639 BGB, including guarantees of quality, durability, or any independent warranty undertaking.

- 9.8 No warranty claims other than those expressly set forth in these Terms and Conditions shall exist in favor of the Customer.

The Customer's right to claim damages for defects within the limits of Section 10 shall remain unaffected where Drakos is responsible for the damage.

9.9 Security updates, hotfixes, or patches are intended to maintain the software's IT security and generally do not constitute the rectification of defects within the meaning of the statutory warranty.

10. **LIABILITY**

10.1 Drakos shall have unlimited liability for damages arising from injury to life, body, or health, as well as for willful misconduct, gross negligence, and, where applicable, liability under the German Product Liability Act (Produkthaftungsgesetz).

In all other respects, Drakos' liability shall be limited in accordance with Sections 10.2 through 10.5.

10.2 In the event of a slightly negligent breach of essential contractual obligations, Drakos shall only be liable up to the amount of the damage that is typical for the contract and reasonably foreseeable.

An essential contractual obligation is an obligation upon whose fulfillment the Customer relied and was entitled to rely.

10.3 Any further liability of Drakos is excluded.

In particular, Drakos shall not be liable for defects existing at the time of contract conclusion unless the conditions set forth in Sections 10.1 or 10.2 apply.

10.4 The above limitations of liability shall also apply to the personal liability of Drakos' employees, representatives, officers, and corporate bodies.

Drakos shall not be liable for indirect damages, consequential damages, or loss of profit.

10.5 The limitations of liability contained in this Section 10 shall apply irrespective of the legal basis of any claim and shall cover all claims for damages and reimbursement of expenses arising in connection with these Terms and Conditions.

10.6 Unless otherwise provided in these Terms and Conditions, all liability claims by the Customer against Drakos shall become time-barred twelve (12) months after the claim arose and the Customer became aware, or would have become aware without gross negligence, of the circumstances giving rise to the claim.

10.7 10.7 Drakos shall not be liable for security incidents, data loss, or other damages to the extent that these result from

- a security update not installed by the customer,
- modifications to the software made by the customer or third parties,
- operation on unsupported system environments,
- the use of outdated software versions, or
- violations of the published system requirements or security recommendations

11. **THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS**

11.1 Should third parties assert claims against the Customer arising from the Customer's contractual use of the Software or other services provided by Drakos on the grounds of copyright, patent, or trademark infringement by the Software ("Third-Party Claims"), the following shall apply exclusively:

- (a) The Customer shall notify Drakos of any Third-Party Claim without undue delay and shall, in accordance with Drakos' instructions, oppose such claims both out of court and in court proceedings.

Drakos shall support the Customer in defending against such Third-Party Claims.

- (b) If the Customer is prohibited from using the Software or services by way of a preliminary injunction or final court judgment, enforcement of such order is threatened, and the Customer has taken the necessary defensive measures in coordination with Drakos, or if Drakos otherwise deems it appropriate, Drakos shall, at its own expense and without additional cost to the Customer:

- procure for the Customer the right to continue using the Software or service;
or
- replace the affected Software or service within a reasonable period with a substantially equivalent solution.

If neither alternative can be implemented within a reasonable period or under conditions reasonably acceptable to Drakos, Drakos shall be entitled to terminate these Terms and Conditions by giving two (2) weeks' notice.

11.2 This Section 11, in conjunction with Section 10, constitutes the Customer's sole and exclusive remedy with respect to Third-Party Claims.

Any further statutory rights of the Customer are excluded.

If the Customer breaches its obligations under Section 11.1(a), Drakos shall not be liable for any copyright, patent, or trademark infringement claims asserted by third parties in relation to the Software or services.

12. **FORCE MAJEURE**

- 12.1 Where either party is unable or cannot reasonably be expected to perform its contractual obligations due to a force majeure event, the other party shall not be entitled to claim damages or assert any other rights or remedies arising from such non-performance.

However, the party affected by the force majeure event shall take all reasonable measures to minimize the impact of the event on the other party and on the performance of its contractual obligations, while maintaining its own ability to perform to the greatest extent reasonably possible.

The affected party shall notify the other party without undue delay of the occurrence of the force majeure event.

Furthermore, once the force majeure event has ceased, the affected party shall promptly resume and perform those contractual obligations whose performance was prevented during the period of force majeure.

- 12.2 Force majeure shall mean any event beyond the reasonable control of the affected party that could not have been prevented through the exercise of reasonable care and that wholly or partially prevents the affected party from fulfilling its contractual obligations.

Such events include, but are not limited to:

- Natural disasters;
- War;
- Terrorist attacks;
- Arson;
- Objective inability to obtain energy supplies;
- Strikes; and
- Lawful lockouts.

13. **TERM AND TERMINATION**

- 13.1 These Terms and Conditions shall enter into force at the time specified in Section 2.2.

Unless otherwise expressly agreed as part of the engagement, the following shall apply:

- The contractual term shall automatically renew for successive periods of one (1) year unless terminated in writing in compliance with the applicable notice period.
- Either party may terminate the contractual relationship by giving three (3) months' notice effective at the end of the then-current contractual term.

- 13.2 The right of either party to terminate the contractual relationship for good cause shall remain unaffected.

13.3 In particular, Drakos shall have the right to terminate the agreement without notice for good cause in the following circumstances:

- (a) If the Customer infringes Drakos' rights in the Software by exceeding the scope of the granted usage rights and fails to remedy such infringement within the period specified in a written warning issued by Drakos.
- (b) If the Customer breaches one or more of its obligations under Sections 8, 15, or 16, or any other material contractual obligation, and such breach—provided it is capable of remedy—is not remedied within seven (7) days following receipt of a corresponding written warning from Drakos.
- (c) If the Customer files for insolvency proceedings with respect to its assets, insolvency proceedings are opened over its assets, or the opening of such proceedings is rejected due to insufficient assets.
- (d) The Customer shall only have a right to terminate the agreement without notice for good cause if Drakos persistently breaches a material contractual obligation under these Terms and Conditions and fails to remedy such breach within a reasonable period of at least two (2) weeks following receipt of a corresponding written notice from the Customer.
- (e) Where the breach cannot be remedied, Drakos must compensate any resulting damages within the limits set forth in Section 10 and demonstrate that appropriate measures have been implemented to prevent similar breaches in the future.

13.4 Any notice of termination must be made in writing in order to be effective.

13.5 Upon the effective date of termination, the Customer shall immediately cease using the Software, and Drakos shall no longer provide the Customer with access to the Software.

14. **FEES AND PAYMENT**

14.1 The Customer shall pay Drakos the remuneration agreed in the Order, plus the applicable statutory value-added tax (VAT), without deduction.

Recurring fees shall be charged in accordance with the billing cycle agreed in the Order (monthly, quarterly, or annually), unless otherwise agreed.

14.2 **Price Adjustments**

Drakos shall be entitled to adjust the agreed recurring fees for Cloud, SaaS, Hosting, Maintenance, Support and Managed Services no more than once within any twelve (12) month period.

Any price adjustment shall be based on changes in the costs relevant to the provision of the Services. Such costs include, in particular:

- data center and cloud infrastructure costs,
- hosting and storage costs,
- software and third-party license fees,
- IT security measures,
- energy and telecommunications costs,
- personnel and labor costs,
- statutory or regulatory requirements, and
- other operating costs necessary for the provision of the Services.

When determining whether a price adjustment is appropriate, Drakos shall take into consideration, among other factors, the development of the German Consumer Price Index (Verbraucherpreisindex – VPI) published by the German Federal Statistical Office (Statistisches Bundesamt).

Any price adjustment shall only be made to the extent that the overall costs referred to above have changed. Cost reductions shall be taken into account appropriately when determining the adjusted fees.

Drakos shall notify the Customer in text form at least sixty (60) days before the adjusted fees become effective.

If the recurring fees are increased by more than ten percent (10%) compared to the most recently agreed fees, the Customer shall be entitled to terminate the Agreement for convenience by giving notice within thirty (30) days after receipt of the notification, with effect from the date on which the price adjustment becomes effective.

This provision applies exclusively to recurring fees. One-time services, projects, and fixed-price offers that have already been commissioned shall remain unaffected.

14.3 **Additional Services**

Services that are not included in the agreed scope of services or that are subsequently requested by the Customer shall be invoiced in accordance with Drakos' applicable price list or on a time and material basis, as individually agreed between the Parties.

14.4 **Third-Party Services**

Invoices shall be issued electronically by e-mail in advance in accordance with the terms agreed in the respective Order and on the dates specified therein. Unless otherwise agreed in the Order, invoices shall be payable without deduction within fourteen (14) days of receipt. Drakos shall not be obliged to provide the Services until payment has been received.

If third-party providers whose services are required for the performance of the Agreement (e.g. cloud infrastructure providers, SMS service providers, map service providers, software licensors or certificate providers) increase the prices charged to Drakos, Drakos shall be entitled to pass on such cost increases to the Customer after giving prior notice.

14.5 **Invoicing**

Invoices shall generally be transmitted electronically in text form.

Unless otherwise agreed in the Order, all invoices shall be due for payment without deduction within fourteen (14) days after receipt.

14.6 **Late Payment**

If the Customer defaults on any payment when due, the applicable statutory provisions shall apply. Drakos shall be entitled to charge statutory default interest and to claim compensation for any damages resulting from the default.

If the Customer remains in default despite having received a reminder, Drakos may, after prior notice, suspend the provision of ongoing Services until all outstanding amounts have been paid in full, provided that no overriding legitimate interests of the Customer prevent such suspension.

14.7 **Suspension of Cloud Services**

If the Customer remains in payment default for more than thirty (30) calendar days, Drakos shall be entitled, upon prior written notice, to temporarily restrict or suspend access to the Cloud Services.

The Customer's obligation to pay the agreed remuneration shall remain unaffected.

14.8 **Resumption of Services**

Once all outstanding amounts due have been paid in full, Drakos shall resume the suspended Services within a reasonable period of time.

15. **DATA PROTECTION**

15.1 The parties undertake to comply with all applicable data protection laws and regulations.

In particular, the Customer shall comply with all data protection obligations owed to its own customers and shall provide all legally required information to them.

15.2 Drakos shall process and use personal data to which it gains access in connection with the services under these Terms and Conditions solely on behalf of and under the instructions of the Customer as a data processor pursuant to Article 28 GDPR.

For this purpose, the parties shall enter into the data processing agreement provided by Drakos to the Customer.

15.3 Where Drakos processes personal data of the Customer's customers for its own purposes, the parties shall enter into all agreements required for such processing, including any necessary data transfer agreements.

15.4 The processing of personal data shall furthermore be governed by the Drakos Privacy Policy.

16. CONFIDENTIALITY

- 16.1 The parties undertake to treat as confidential all information disclosed or becoming known in connection with these Terms and Conditions and their performance ("Confidential Information").

Each party shall protect such Confidential Information against unauthorized access by third parties and shall not disclose it to any third party without the prior consent of the other party.

This obligation applies in particular to all information relating to or associated with the Software.

The parties shall use Confidential Information solely for the purpose of performing these Terms and Conditions.

- 16.2 Disclosure of Confidential Information to third parties shall be permitted only where necessary for the performance of these Terms and Conditions.

To the extent legally permissible, the other party shall be informed as early as reasonably possible and, where feasible, in advance.

Each party shall ensure compliance with these confidentiality obligations by any third parties engaged in connection with these Terms and Conditions, including employees and subcontractors.

Subcontractors shall be bound to confidentiality obligations in writing that are substantially equivalent to those set forth in this Section 16.

- 16.3 The confidentiality obligations shall not apply to information that:
- (a) was already known to the receiving party prior to disclosure by the other party;
 - (b) is publicly known or becomes publicly known without breach of Section 16.1;
 - (c) was independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information; or
 - (d) was lawfully disclosed to the receiving party by a third party without breach of any confidentiality obligation owed to the disclosing party.
- 16.4 Each party shall promptly notify the other party in writing if Confidential Information is disclosed unlawfully.
- 16.5 The confidentiality obligations set forth in this Section 16 shall survive termination or expiration of the agreement and shall remain in effect indefinitely.
- 16.6 Drakos shall be entitled to identify the Customer as a reference customer on its website and in marketing materials and to use the Customer's logo for this purpose.

17. **FINAL PROVISIONS**

- 17.1 Any annexes form an integral part of these Terms and Conditions.

The provisions contained in the main body of these Terms and Conditions (Sections 1 through 17) shall prevail over the provisions contained in any annex unless:

- the annex expressly provides otherwise and specifically refers to the provision to be overridden; or
- these Terms and Conditions expressly state otherwise.

- 17.2 Drakos maintains cooperation agreements with third parties that manufacture and sell hardware products, software products, and related services.

Such cooperation agreements may entitle Drakos to purchase and resell products to customers, broker products, or recommend products that are objectively suitable for the respective customer project.

In this context, Drakos may receive financial or other benefits in exchange for marketing, technical, or other support services provided.

The Customer acknowledges and agrees that such business relationships may be beneficial to Drakos and may assist Drakos in providing its services, and that any such benefits shall remain with Drakos.

- 17.3 Any amendments or supplements to these Terms and Conditions, as well as any waiver of rights arising under these Terms and Conditions, shall require written form to be effective.

Where these Terms and Conditions expressly permit text form, written form may be replaced accordingly; otherwise, written form may not be substituted by text form.

- 17.4 The assignment or transfer of rights and obligations arising under these Terms and Conditions by either party to a third party shall require the prior written consent of the other party.

The assignability of monetary claims shall remain unaffected in accordance with Section 354a of the German Commercial Code (HGB).

- 17.5 These Terms and Conditions shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict-of-laws provisions.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

- 17.6 Any disputes arising out of or in connection with these Terms and Conditions, including disputes regarding their validity, shall be subject to the exclusive jurisdiction of the courts of Frankfurt am Main, Germany.

- 17.7 Should any provision of these Terms and Conditions, or any provision subsequently incorporated therein, be or become wholly or partially invalid, or should a gap be discovered in these Terms and Conditions, the validity of the remaining provisions shall remain unaffected.

In place of the invalid provision, or for the purpose of filling the gap, a valid and enforceable provision shall be deemed agreed with retroactive effect that most closely reflects the legal and economic intent that the parties would have pursued had they considered the matter when concluding these Terms and Conditions.

ANNEX 1

SOFTWARE AVAILABILITY

SLA Availability: Refer to Section 7.6 above.	
Software Availability	Monday through Sunday, 00:00 – 24:00

Verfügbarkeit Supportleistungen

Support Service Availability	
Service Hours	Monday through Friday, 08:00 a.m. – 05:00 p.m. (excluding public holidays registered office of Drakos)
Availability / Accessibility for Incident Reporting	99% of service hours across all communication channels
Authorized Callers	Authorized persons to be defined
Language	German / English
Contact Channels	Mail: support@drakos.de Tel.: +49 6181 299 7180