

General terms and conditions

1. Scope of application

These **general terms and conditions (GTC)** apply to all contracts of reputatio systems GmbH & Co. KG (hereinafter also abbreviated „reputatio“) used to provide the customer with IT and telecommunications services conceived for business customers, as well as other derived or related services (hereinafter called „service“ or „product“ in some cases).

Insofar as the customer is an entrepreneur (as per § 14 of the German Civil Code), merchant, legal entity under public law or special asset under public law, these **GTC** also apply to all future contracts in the above-mentioned context, even if they are not expressly included. These **GTC** shall be deemed accepted no later than on first use of the services provided by reputatio.

Contrary, supplemental or deviating conditions of business and/or purchase of the customer / client shall not apply, unless reputatio has expressly consented to their validity in writing. This reservation of approval applies in every case, particularly also if reputatio renders services to, or accepts services from, the customer / client without reservation or objection while being aware of contrary or deviating conditions.

2. Contractual documents, validity ranking

These **GTC** contain regulations generally applicable to each contract. A contract for services between reputatio and a customer has the following constituents:

Contract document: A document (e.g. product agreement, framework agreement or similar document plus annexes, to be signed by both parties

Order form: An alternative comprising a form requiring the client's signature, and accompanied by annexes, in addition to a written order confirmation or service delivery by reputatio.

Unless specified otherwise in rules of a higher priority, applicable in addition to these general terms and conditions (**GTC**), in principle, are the following documents in the stipulated order of decreasing priority: Order confirmation (**OC**), customer's quotation / order form (**OF**), price list (**PL**), special business conditions (**SBC**), these **GTC**, service level agreement (**SLA**), performance specifications (**PS**).

In some cases, the parties can make written, individual agreements (including collateral agreements, supplements and modifications). This type of individual supplementary agreement (**ISA**) always has priority and is only effective if confirmed in writing by reputatio.

The **GTC** and product-related documents comprising performance specifications (**PS**), special business conditions (**SBC**), **service level agreement (SLA)** and **price list (PL)** are acknowledged by the customer on order placement. The information in these **GTC** and other contractual documents includes acceptances of warranty only if these are declared as such expressly in writing.

2.1 Changes to parts of the contract

Changes as per items **2.1.1**, **2.1.2** and **2.1.4** of the contract documents, as well as price increases are communicated in writing

to the customer at least six weeks before they take effect. The customer has a special right of termination at the time when the changes take effect. If the customer does not provide written notice of termination within six weeks after receipt of notification of changes, these become part of the contract once they have taken effect. The customer is notified specially about this sequence in the notification of changes. However, the customer does not have this right of termination in the case of regulated price increases as per item **2.1.3**.

2.1.1 Changes to GTC, SBC

reputatio has the right to change these **GTC** and related, product-specific **SBC** insofar as this does not affect essential contractual provisions, and is required for adaptation to developments which were not foreseeable on contract conclusion, and whose disregard would significantly disrupt the balance of the contractual relationship. Essential provisions include, in particular, those concerning type and extent of contractually agreed services, durations and conditions for termination.

Furthermore, these **GTC** may be modified and supplemented insofar as this is necessary to eliminate difficulties in implementation of the contract due to regulatory gaps arising after contract conclusion. This can be the case particularly if legislative changes affect one or more clauses of these **GTC**.

2.1.2 Changes to PS, SLA

reputatio has the right to change product-specific **PS** and/or **SLA** if this becomes necessary for a valid reason, does not put the customer at an objective disadvantage (e.g. retained or improved functions) compared to the product-specific **PS**, **SLA** included on contract conclusion, and does not significantly deviate from these. Valid reasons include occurrence of technical innovations on the market for the due services, or changes to the range of services of third parties from which reputatio acquires preliminary input to render its own services.

2.1.3 Changes to PL (regulated)

If prices change in the area of regulated charges (e.g. interconnect prices, access-line charges) or if regulated charges change due to regulatory or judicial - not necessarily legally enforced - decisions (such as elimination of fee approval obligations, introduction of additional charges) and lead to changes in purchase prices to its detriment, reputatio has the right to appropriately adapt monthly and usage-dependent charges as well as one-time charges affected by the change with a notice period of 4 weeks before the regulatory changes take effect. The foregoing provision shall not apply if regulatory or judicial decisions or a law redefines valid charges between reputatio and the client (such as stipulations by the **Federal Network Agency** for electricity, gas, telecommunications, post and railways - in this regard refer to the range of premium services, mass transport services, VAT etc. at the [website of the agency \(FNA\)](#)). The stipulated charges apply directly in such cases. reputatio shall inform the customer about these stipulations via unilateral declaration and adapt the new rules accordingly.

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2.1.4 Changes to PL (unregulated)

reputatio has the right to increase the agreed prices to compensate for increased costs in the non-regulated area. This applies, for example, in the case of price increases by third parties from which reputatio acquires preliminary input necessary to render the due services as per the relevant [PS, SLA](#).

3. Contract conclusion

Unless expressly agreed otherwise, contracts are concluded through signing of a contractual document (refer to [Section 2](#) Contractual documents, validity ranking on [Page 1](#) et seq.) by both parties.

Alternatively, a contract can be concluded by reputatio's issue of an order confirmation [\(OC\)](#) as acknowledgement of a binding offer by the customer with regard to contract conclusion. Acknowledgement of receipt of order does not constitute [order confirmation \(OC\)](#).

The customer's offer with regard to contract conclusion is considered accepted by reputatio no later than provision of the service by reputatio.

In this respect, reputatio is not committed to accept any offers by a customer. Reputatio's offers are non-binding in principle, unless described expressly as binding. In particular, reputatio can make acceptance of an offer subject to a security deposit (refer to [Section 16](#) Security deposits, [Page 9](#) et seq.).

If the customer has commissioned a service which consists of multiple, independently usable individual services, and reputatio has provided one or more of these individual services without having dispatched an [OC](#) to the customer, reputatio's declaration of acceptance is restricted to the rendered individual services.

If a service declared as an option is assured, it is subject to the suspensive effect of the option's availability. An inability to render services ordered as options does not influence the remaining order. Acceptance of an order by reputatio is always subject to the proviso that the technical requirements for service provision at the relevant location are fulfilled. If reputatio cannot provide a service using infrastructure existing at the relevant location, reputatio shall notify the customer of possible alternatives or submit an offer for fulfilment of the prerequisites at that location.

4. Scope of services

reputatio provides services whose extent and scope are so far defined primarily in these [GTC](#), product-specific [SBC](#), [PS](#), [SLA](#), [order form \(OF\)](#), [OC](#) and any optional agreements [\(ISA\)](#).

Utilization of the services provided by reputatio on this basis regularly requires the use of terminal devices (such as phones, PCs, routers) and other infrastructure facilities such as house wiring. These facilities are included in reputatio's scope of services only if expressly agreed. reputatio is not liable for performance losses or constraints caused by a use of the customer's own technical facilities or terminal devices.

Unless otherwise stated in the applicable [PS](#), reputatio is free to select the work resources needed to provide the contractual services.

If telecommunications networks of other providers are utilized, reputatio's obligation to render services is basically confined to

giving the customer access these networks. The same applies to access to offers from other providers. Such third-party services do not belong to reputatio's scope of services, even if used in association with them. The same applies to content offered by third parties and usable via reputatio's services.

reputatio is entitled to provide partial services insofar as these are independently usable.

To render its own services, reputatio is entitled to engage third parties. The right to select service providers or own personnel entrusted with the execution of services, as well as the right to instruct them, are incumbent exclusively on reputatio.

5. Dates and deadlines

Dates and deadlines for commencement of service provision are binding only if reputatio has confirmed them expressly in writing, or they have been expressly agreed between the contracting parties.

In the event of late or incomplete fulfilment of the customer's cooperation obligations (refer to [Section 6](#) Customer's duties and obligations, [Page 2](#) et seq.) or in cases of force majeure, the relevant dates and deadlines are postponed for an appropriate period.

If hardware or software extensions which could not be foreseen by reputatio on contract conclusion become necessary at the customer's premises during the installation work to be performed by reputatio as per the contract, the provision time for this depends, inter alia, on delivery by the relevant suppliers. reputatio is not liable for any resultant delays.

Unless otherwise agreed, the following applies: Saturdays, Sundays and federal / national holidays do not count as work days. reputatio's regular working hours are weekdays between 08:00 and 18:00.

6. Customer's duties and obligations

The customer is obliged, in particular, to provide the cooperative services mentioned next.

The customer shall make available the areas and work resources (refer to [Section 7](#) Contributions ([Page 3](#) et seq.)) needed to render the contractual services to the persons who reputatio engages to fulfil contractual obligations and whose presence is required at the customer's locations, and provide them with suitable access to the customer's premises.

If reputatio installs technical facilities (including transmission lines) on the customer's property or premises, the customer must grant reputatio's employees and assistants access to the technical facilities at all times following registration, insofar as this is necessary for service provision and reasonable for the customer. The same applies if disassembly of reputatio's technical facilities is required after the contract has been completed.

Any measures or actions - especially those impacting the property or premises (e.g. construction and renovation) - likely to affect the operation of reputatio's technical facilities are to be coordinated in a timely manner with reputatio.

The customer shall inform reputatio immediately about any defects, malfunctions or apparent circumstances which are likely to affect data centre operations or other facilities of reputatio or other customers, and assist reputatio to a reasonable degree in rectifying such issues.

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The customer is obliged to refrain from using reputatio's technical facilities to connect or operate hardware terminal equipment and/or software which does not satisfy relevant legal requirements, or whose connection to public telecommunications networks is not allowed. The customer shall safeguard reputatio's connections against external voltages and magnetic influences, and agrees to use reputatio's services such that no danger is posed to the physical or logical structure and functionality of the utilized networks.

On request, the customer shall provide all the information required by reputatio for operation and/or provision of the contractual services immediately, completely, on time, and accurately. Information which the customer does or must recognize as being of importance to service provision shall be communicated by the customer to reputatio without a need for prompting. This applies particularly to changes made by the customer to their technical facilities, insofar as such changes might have an impact on the services to be provided. Any transferred user names, access details and/or passwords are to be kept confidential by the customer, stored safely, and only passed on to a limited group of persons to the extent absolutely necessary. The customer shall change default passwords supplied by reputatio immediately following their receipt and at regular intervals thereafter, insofar as these passwords can be changed by the customer. If the customer discovers that the passwords supplied to them have become, or might become, known to unauthorized third parties, the customer shall report this immediately to reputatio and change the passwords, or have them changed by reputatio.

Insofar as the customer appoints reputatio to save log files, create usage reports or otherwise store or supply data which reveal utilization patterns by users authorized by reputatio, the customer is responsible for ensuring that this does not breach employees' rights, and that participation rights are observed in particular. Serving here as a reference is §87 Section 1, Number 6 of the Works Constitution Act.

Unless expressly agreed that data backups are to be performed by reputatio, the customer shall ensure that their data are saved regularly according to risk level, but at least once a week, to allow reconstruction should these data be lost. Furthermore, the customer shall independently ensure compliance with accepted principles of data protection against all types of data loss, data corruption, transmission failures and other errors. Regardless of any existent agreement that backup is to be performed by reputatio, the customer themselves is responsible for compliance with archiving requirements, such as those of a commercial or fiscal nature.

The customer commissions reputatio's services for their own commercial or freelance activity; insofar as they conclude the contract exclusively for private use as a consumer, reputatio must be informed about this specially.

All changes to legal form, name, company, phone, entrepreneurial status, address, billing address, bank details and fundamental changes in financial circumstances (such as application for commencement of insolvency proceedings, bankruptcy) are to be announced in writing by the customer to reputatio. Costs incurred through culpable delay in the delivery of such information are to be refunded by the customer to reputatio.

The customer shall ensure that all their incumbent obligations are also observed by authorized third parties (refer to [Section 8 Usage](#) by third parties, [Page 4](#)).

Additional duties to cooperate can arise from the [SBC](#), [SLA](#) and [PS](#). The customer's duties and obligations formulated in [Section 6](#) are considered main contractual duties and obligations, to be fulfilled free-of-charge for reputatio by the customer.

6.1. Usage terms and prohibition of misuse

reputatio's technical facilities are not to be manipulated in any manner by the customer, their employees or unauthorized third-parties; any damage or defect discovered on a technical facility must be reported immediately by the customer to reputatio. The customer themselves are responsible for any content they make accessible to third parties, even if reputatio's technical services are used for this purpose. As far as reputatio is concerned, this involves third-party information in principle. It is expressly prohibited to offer, retrieve, transmit, store or refer to illegal or immoral content and/or information accessible via the provided services, particularly if these incite racial hatred, glorify or trivialize violence and war, encourage others to commit criminal acts within the context of §§130, 130a and 131 of the German Penal Code ([GPC](#)), are sexually offensive or pornographic within the context of §184 [GPC](#), disregard human dignity and/or are likely to seriously endanger the morality of children or impair their well-being. Also prohibited is the use of reputatio's services for behaviour which is perceived as a threat or harassment, or which harms reputatio or third parties.

In particular, the customer shall refrain from any action which overloads the capacity of reputatio's telecommunications network or the cellular network provided by reputatio's mobile radiocommunication partner, or connected telecommunications networks such as the Internet.

In addition, the customer agrees to use voice modules exclusively for voice connections, and data modules exclusively for data connections.

7. Contributions

The customer is to supply a contact person empowered to make decisions required in the framework of providing the relevant, agreed services.

In case of any agreements with the customers that they shall contribute infrastructure, hardware and/or software needed for service provision, these contributions are to be made on time, free-of-charge for reputatio, and in contractually compliant, technically sound condition. The customer warrants that they are entitled to contributions fulfilling the purpose of the contract.

At the customer's premises where technical equipment necessary for service provision is to be installed or supplied for use by reputatio, the customer must ensure that these premises are furnished with the technical facilities necessary for service provision but not contractually owed by reputatio (e.g. appropriate bearing surfaces in an adequately air-conditioned environment, sufficient electricity and grounding, etc.), and that reputatio's technical installations are situated in a safe working environment and adequately protected against fire, theft and vandalism.

Unless otherwise agreed, the technical equipment (including transmission lines) and facilities installed or supplied for use at the customer's premises are reputatio's property, which is to be

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submitted or returned verifiably to reputatio without delay at the customer's expense at the end of the contract period, insofar as no disassembly by reputatio is required. The customer shall supply reputatio free-of-charge and in a timely manner with the technical operation and maintenance equipment necessary for service provision by reputatio, as well as suitable cable lines, power and grounding, and keep them in proper working condition for the duration of the contract. The customer shall obtain any permits necessary for this. The customer shall provide all software licenses necessary for proper provision of contractual services, unless agreed otherwise for the relevant product.

Within the framework of software provision, the customer shall obtain the necessary approvals of the respective licensors (refer to [Section 17](#) Licensing rights, [Page 10](#)).

The contributions formulated here are considered main contractual obligations of the customer's.

7.1 Use of land

Insofar as telecommunications cables must be installed in order to connect the customer, reputatio can call on the customer to present a request by a party with in-rem authority over land property (e.g. owner) for conclusion of a contract for use of the plot as per the annex to §45a of the Telecommunications Act ([TA](#)) (lease agreement).

reputatio may terminate the contract without notice if the customer does not submit the request within one month, or an existing lease agreement is terminated by the party with in-rem authority.

The customer may terminate the contract without notice if reputatio does not accept the request submitted in time within one month by signing and sending the agreement. In case of a change of property owner or other party with in-rem authority while the contract is in effect, the customer will immediately supply a corresponding declaration of property ownership from the new owner or other party with in-rem authority, or take appropriate precautions to ensure that the property ownership declaration given to them for reputatio also legally binds the new owner or other or other party with in-rem authority.

8. Usage by third parties

Unless expressly stated in the contract or other product-specific documentation, the customer may not assign the contractual services to third parties for ongoing, exclusive use, nor provide them with any services whatsoever based on reputatio's services.

Unauthorized transfer of usage and unauthorized resale entitle reputatio to termination without notice after unsuccessful written warning.

reputatio's services may be used by authorized third parties. Authorized third parties here include:

- The customer and their locations such as offices, departments, branches and subsidiaries
- The customer's interests in accordance with §15 et seq. of German Stock Corporation Act ([GSCA](#))
- The customer's business partners given express consent by reputatio, but only and insofar as these business partners and the customer are in a corporate or in-personam, long-term relationship or other non-contractual but long-term affiliation pursuing common

economic or sovereign objectives as per §3 Number 19, [TA](#) dated 25th July 1996 (in the version prior to June 22nd, 2004), insofar as these relationships are not meant exclusively or predominantly to engage in data transmission on behalf of others.

9. Charges, billing and payment terms

The customer is obliged to pay the charges arising from the [PL](#) valid at the time of contract conclusion, unless expressly agreed otherwise. The agreed prices are plus the applicable statutory VAT.

Monthly and usage-dependent charges are calculated from the time of provision, no later than first use of the agreed services or partial services (pro-rata for that month), and then on a monthly basis. reputatio is entitled to charge regular usage-independent charges monthly in advance.

All other charges are payable after service provision. This applies, in particular, to all one-time charges (e.g. delivery charges), as well as usage-dependent charges. Unless flat-rate remuneration was agreed, usage-based charges are calculated on the basis of the consumption values measured by reputatio and then charged monthly. reputatio is entitled to demand advance payments from the customer in reasonable amounts according to the placed order and/or installation progress.

The regulations of the [TA](#), in particular §§45e et seq. and §99 apply to invoice contents and partial payments as regards the provision of publicly available telecommunications services.

The customer's obligation to pay agreed charges remains in effect even if the customer commissioned services not themselves, but via third parties (refer to [Section 8](#) Usage by third parties, [Page 4](#)), unless the customer proves that usage is not attributable to them. The customer is obliged to immediately announce any unauthorized use.

Remuneration for services of third parties, in particular for the usage of special call numbers via reputatio's services, can be claimed by reputatio and invoiced insofar as internal agreements have been reached as regards settlement of such services between the third party and reputatio. Provision of publicly available telecommunications services is governed by §45h [TA](#).

9.1 Creation and submission of invoices

Invoices are issued monthly. reputatio furthermore reserves the right to issue invoices at shorter or longer time intervals. This does not influence [Section 9.3](#) Due dates and payment methods, or payment periods.

If the customer has ordered several products and/or services from reputatio, it is entitled to create an overall invoice for the customer.

According to agreement, invoices are submitted to the customer on paper or in electronic form (termed „online invoice“ hereinafter). For submission of invoices in paper form, reputatio may charge a monthly fee in accordance with the relevant PL. If an invoice to be submitted to the customer lists several services or various products associated with different invoicing charges as per the respective PLs, the lowest amount is applied for such invoices in paper form.

If an online invoice has been agreed upon, the customer receives the invoice via e-mail at an address to be specified by the customer. There is no entitlement to receiving a qualified, electronic signature

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as per §14 Section 3 of German VAT laws. As a substitute for direct invoice submission via e-mail, reputatio sends an e-mail indicating availability of the online invoice via reputatio's customer portal. In any case, an online invoice is considered received once it or the announcement of its availability has reached the customer's mail server.

9.2 Objections

The customer may raise objections against reputatio's invoices and balances reported therein within the deadlines specified on the respective invoices, or alternatively four weeks after receipt of the respective invoices. §§45i and 45j TA govern objections to invoices in their respective areas of application, in particular, the settlement of connection charges, prepaid products and spurious flat rates (with time or volume limits).

The reason for the objection is to be presented conclusively. Invoice amounts and balances are considered accepted if the relevant deadlines have expired.

9.3 Due dates and payment methods

All invoices are payable without discount, payment being due no later than ten (10) days after invoicing unless expressly agreed otherwise. Insofar as direct debits have been agreed with the customer, charges for invoiced services are to be withdrawn no later than the due date of the respective invoices via the SEPA direct debit procedure by reputatio from an account which the customer is to designate and adequately fund. The direct debit mandate must be renewed at the request of reputatio.

reputatio uses the following creditor ID: DE31ZZZ00000365392¹. For other payment methods, reputatio may request the customer to compensate resultant additional expenses according to the PL valid on contract conclusion. Bills of exchange and cheques are accepted only following special agreement and on account of performance, free of all charges and expenses for reputatio. On revocation of the customer's consent to direct debit, reputatio charges a reasonable processing fee for administrative handling.

Fees and processing costs arising, for example, from chargeback of a direct debit or non-cashable check are to be refunded by the customer, at least in the amount of 15 EUR, insofar as the chargeback and its causes fall under the customer's responsibility. Proof that no expense or a reduced one was incurred through chargeback remains open to the customer.

If the customer issues no SEPA direct debit mandate for invoice settlement, invoiced amounts must be credited to reputatio's account specified on the respective invoices no later than the due dates.

9.4 Offsetting and retention

Assertion of a right of retention or offsetting of claims is permissible only if the customer's counterclaim is based on the same contract, and undisputed or legally established.

9.5 Default of payment

At the latest, the customer falls into arrears if failing to settle an

invoice or equivalent payment statement within 10 days after due date and receipt. If the customer is in default of payment, reputatio is entitled to demand default interest at the statutory rate. Assertion of further default damages remains reserved.

In case of repeated payment default for which the customer is responsible, reputatio is entitled to demand a Single European Payments Area (SEPA) direct debit mandate via the SSD core (business-to-business direct debit procedure) from the customer. Expiry of a reasonable period for submission of the required direct debit mandate is a prerequisite for claiming a security deposit according to [Section 16, Page 9](#).

9.6 Right to refuse services

reputatio's authority to bar publicly available telephone services from the customer is governed by statutory regulations, in particular §45k TA.

This does not influence reputatio's further legal rights, in particular, to refuse provision of services other than publicly accessible telephone services.

For example, reputatio is entitled to block services:

- If the customer breaches their duties and obligations (refer to [Sections 6 and 7](#)) and reputatio consequently cannot be expected to continue service provision.

- If there is a reason for extraordinary termination (refer to [Section 15.3 Extraordinary contract termination, Page 9 et seq.](#)).

- If there is an exceptional rise in connection volumes and the amount of the resulting charges, thereby factually justifying an assumption that the customer will object to subsequent claims for payment.

- If the customer repeatedly defaults on payments according to [Section 9.5, Page 5](#), and can be assumed as continuing to default, and does not submit any SEPA SSD Core direct debit mandate or security deposit as per [Section 16, page 9 et seq.](#)

The blockade shall be maintained for as long as the reason for the blockade persists. reputatio will announce the blockade to the customer usually in writing, by telephone, via SMS or via e-mail in advance whenever possible, and restrict access to certain services as far as technically possible and meaningful according to circumstances.

In the event of a justified blockade or withholding of services, the customer remains obliged to pay the agreed charges. In the event of a justified blockade, reputatio is furthermore entitled to charge the customer for expenses incurred by the blockade and subsequent reconnection. Proof that no or reduced expense was incurred remains open to the customer.

If the customer culpably fails to fulfil their duties and obligations, reputatio may request compensation for the resultant damages, including any additional expenses.

Furthermore, in the event of any misuse and/or illegal action (refer to [Section 6.1 Usage terms and prohibition of misuse \(Page 3\)](#)) and justified suspicion of such a breach of obligation, reputatio is entitled to block the respective service or functionality from which the breach originates, delete relevant content and to inform the competent authorities.

The customer indemnifies reputatio from all justified claims raised by third parties against reputatio on the basis of a breach of any

¹The position marked as ZZZ may vary depending on the product. The remaining components of the SEPA creditor ID are firmly assigned to reputatio.

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such obligations, unless the customer is able to prove that they are not liable for the breach which caused the damage.

10 Service adaptations and restrictions

reputatio is entitled to modify (e.g. as part of software updates or upgrades) or temporarily restrict or discontinue services to the extent required by judicial decisions, governmental measures, public security, network operation security, maintenance of network integrity, interoperability of services, maintenance of data privacy, prevention of illegal use and misuse, and performance enhancements.

The same applies to service restrictions or cancellations necessitated by maintenance, installation and reconstruction.

reputatio shall inform the customer about the foregoing measures and necessary construction measures, and coordinate these with the customer. reputatio will make all reasonable efforts to reduce the restrictions to a minimum and eliminate them as soon as possible.

reputatio cannot guarantee complete protection of the customer's infrastructure through the provided security solutions (anti-virus, firewalls, spam filter etc.). reputatio uses known and proven tools which are regularly updated. Nonetheless, reputatio cannot rule out, for instance, a new attack technique reaching the networks and connected components of the customer's before the manufacturers of these tools have issued an update which detects this attack technique. This is because a certain period of time logically always elapses between emergence of a new attack technique and response by the security software manufacturers. For this reason, reputatio cannot guarantee absolute security of the infrastructure to be protected.

The foregoing limitations shall be disregarded as disruption times or downtimes during calculation of the service times (for example, availability times) agreed with the customer, unless reputatio is responsible for these limitations due to a breach of contract on its own part. reputatio may suspend the services at any time and/or cancel transmission of the content provided by the customers or user if:

- This becomes necessary to carry out maintenance work to maintain the quality of the services provided (refer to the product-specific performance specifications and, if agreed, product-specific SLAs).
- This becomes necessary to comply with a governmental or judicial order.
- The customer hinders reputatio in fulfilling their obligations according to this contract.
- Usage is clearly illegal or improper.

10.1 Service disruptions

reputatio will rectify disruptions for which it is responsible in compliance with the corresponding PS as well as any applicable SLA. If no SLA or PS provision is applicable to a disruption, rectification shall be performed within reasonable period of time.

If fault analysis reveals that reputatio's technical equipment was not the source of the fault, the customer shall reimburse reputatio with the expenses incurred for checking the fault discovered by the customer, if their fault localization could reasonably have expected

to reveal that reputatio was not responsible for the fault.

If software provided by reputatio is no longer offered by the respective manufacturer or distributor, and support for the software also ends (end of maintenance, end of mainstream support), reputatio shall inform the customers about this and announce a date by which support is to end. In this case, the customer can appoint reputatio to perform a paid upgrade or release change for the affected software. If the customer does not avail of this offer by reputatio:

■ The agreed SLA and PS apply with the proviso that a failure or malfunction of the relevant software remains disregarded on expiry of the date communicated by reputatio during calculations based on the SLA obligations. reputatio is liable for recovery / fault rectification of the affected software only as far as permitted by operational circumstances.

■ reputatio notifies the customer that the manufacturer / distributor no longer supports software adaptation, especially with regard to existing security gaps or new attack techniques. The consequent compatibility and security implications are therefore the customer's responsibility.

11 Force majeure

None of the parties is responsible for delays in delivery or performance due to force majeure.

Force majeure encompasses unforeseeable and unavoidable impediments in performance for which reputatio is not responsible and which lie beyond its control.

Events of force majeure include, in particular, strikes, industrial action², war, terrorist attacks, riots, natural disasters, fire, sabotage by third parties (for example, denial-of-service attacks etc.), interruptions in power supply or involuntary removal of approvals.

The parties are to inform each other of any occurrence of force majeure events.

If the performance limitations or cancellations as per [Section 10, Page 6](#) et seq., especially occasional disruptions or interruptions in reputatio's services, are based on force majeure, reputatio is exempted from performance during the corresponding period, without the customer being entitled to raise any claims as a result.

12 Special terms and conditions for the sale of hardware

If the parties agree to services subject to purchase contract laws, especially those concerning sale of hardware and software licences (hereinafter referred to as „goods“), the provisions stated next shall apply. This expressly excludes provision of software for a limited time period (refer to [Section 17](#) Licensing rights ([Page 10](#) et seq.)). The customer must submit deficiency complaints with a comprehensible, written description of the fault symptoms accompanied, to the extent possible and needed as proof, by records, hard copies and other documents elucidating the faults.

12.1 Retention of title

reputatio reserves ownership of goods until complete payment of the agreed purchase price. In the case of access by third parties to reserved goods, especially as part of seizures, the customer shall notify the third party of ownership by reputatio and report this

²Also applicable are industrial action measures from third-party companies contributing toward the customer service.

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immediately to reputatio so that it can enforce its ownership rights. If the third party is unable to reimburse reputatio with judicial and extrajudicial costs arising in this context, the customer shall be held liable.

12.2 Rectification of hardware deficiencies

If hardware was deficient on transfer of risk, reputatio can fulfil the customer's claim for supplementary performance at their own discretion either by repairing the hardware (fault rectification) or supplying fault-free hardware (re-delivery). The customer grants reputatio the time and opportunity necessary to deliver the supplementary performance. On receiving fault-free hardware in the case of re-delivery, the customer must make sure to return the defective hardware to reputatio. To the extent that ownership of defective hardware prior to re-delivery had already been transferred to the customer, this ownership is transferred back to reputatio on return of the defective hardware. In re-delivering hardware to the customer, reputatio also transfers ownership of the re-delivered hardware, provided that the purchase price has been fully paid by then. If this is not the case, reputatio transfers ownership of the re-delivered hardware under reservation of ownership (refer to [Section 12.1 Retention of title](#) (Page 6 et seq.)).

12.3 Rectification of software deficiencies

If software was deficient on transfer of risk, reputatio can fulfil the customer's claim for supplementary performance at their own discretion either by rectifying the fault or delivering new, fault-free software. As part of rectifying software faults, reputatio can also notify the customer of reasonable options for avoiding the effects of faults (workarounds). The customer grants reputatio the time and opportunity necessary to deliver the supplementary performance.

12.4 Expiry of deficiency claims

Claims concerning defects expire after a period of twelve (12) months from the transfer of risk. This does not influence the customer's claims as per [Section 14 Liability](#), [Page 8](#) et seq., or as concerns software as per [Section 17 Licensing rights](#), [Page 10](#) et seq.

13 Special conditions for the provision of work performance

The provisions mentioned next apply to services which are subject to laws on work performance and which have been agreed by the parties.

13.1 Acceptance of performed work

reputatio is obliged to indicate readiness for acceptance at least in text form to the customer. Unless other provisions have been made in the documents mentioned in [Section 2 Contractual documents](#), validity ranking, [Page 1](#) et seq., the customer shall commence acceptance no later than five (5) working days after notification of readiness for acceptance, and carry it out together with reputatio. Work performance is considered accepted if the customer uses the

services provided by reputatio as intended, or if the customer does not provide reputatio with any written report of deficiencies in fault class 1 within a period of four (4) weeks from the date on which the customer received reputatio's notification about their readiness for acceptance.

Fault class 1: Contractually intended use, suitable utilization or the agreed or standard functionality is impossible or severely restricted due to malfunctions, incorrect work results or excessively long response times.

Fault class 2: Although suitable utilization is not impossible or severely restricted due to malfunctions, incorrect work results or excessively long response times, the restrictions are nevertheless substantial.

Fault class 3: All faults not assignable to class 1 or 2.

Final assignments of faults to one of the above classes are performed by mutual agreement between the parties. §640, Section (1), Clause 2 **BGB** remains unaffected. Unless otherwise agreed, reputatio may submit partial deliveries or partial performances for acceptance (partial acceptance). This involves completed phases or functional segments (such as site connections) contributing toward fulfilment of overall performance.

13.2 Complaints regarding deficiencies, supplementary performance

The customer must submit deficiency complaints with a comprehensible, written description of the fault symptoms accompanied, to the extent possible and needed as proof, by records, hard copies and other documents elucidating the faults.

If services are deficient on transfer of risk, the customer is entitled to supplementary performance which reputatio can deliver, at its own discretion, by rectifying the deficiencies or producing a new work. Provision of a reasonable workaround for a defect constitutes adequate supplementary performance. If reputatio fails to deliver supplementary performance after two attempts within a grace period to be stipulated in writing by the customer, they may assert their claims in accordance with the legal regulations, excluding a right of self-remedy by the customer as per §637 **BGB**.

If trouble-shooting services rendered by reputatio in response to a fault report reveal no fault, the customer shall bear the costs incurred as a result.

Insignificant defects do not entitle the customer to withdraw from the contract. This does not affect the customer's entitlement to reductions.

13.3 Loss of material defect liability

Liability for material defects is annulled in the case of services which the customer uses contrary to contractually agreed conditions or the operating manual, modifies or otherwise manipulates, unless the customer proves that the manipulations did not cause the defects. Liability for material defects is also annulled if the customer does not immediately submit a written complaint about them to reputatio.

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13.4 Defective title

reputatio assumes a guarantee for defective titles by providing the customer, at their discretion, a legally sound option to utilize the contractual performance, or an option to return the contractual work performance, discounting a reasonable compensation for use. The latter is permissible only if another remedy does not prove reasonable for reputatio.

13.5 Digressing rules

Rules digressing from those regarding contractual work performance or acceptance may result from the product-specific **SBC** for contractual work services.

The rules of precedence for legal principles according to the documents mentioned in **Section 2** Contract documents, validity ranking, **Page 1** et seq. do not apply in this regard.

14 Liability

To the extent that reputatio provides no publicly available telecommunications services as per the Telecommunications Act (refer to the following **Section 14.1** Liability according to the TA, **Page 8**) reputatio is liable as defined next.

Intent, gross negligence: Reputatio assumes unlimited liability in case of explicit, written acceptance of a warranty or procurement risk, damage to property or assets caused intentionally or through gross negligence, as well as intentional or grossly negligent harm to life, body or health.

Culpable breach of obligation: Among the remaining culpable breaches of duty, reputatio is liable only for essential contractual obligations, whose fulfilment is crucial in enabling proper execution of the contract, whose breach endangers the purpose of the contract and on whose compliance the customer may regularly rely³, liability then being limited to the contractually typical, foreseeable damage. Individual incidents of damage worth a maximum of 12,500 EUR are considered contractually typical and foreseeable here. For several claims arising in a contract year, liability is limited to the sum of 25,000 EUR.

Data loss: Insofar as data backups are not among the services reputatio has expressly assumed, reputatio can be held liable for loss or damage to the customer's data and programs only to the extent of own share of culpability, and only insofar as the customer incurs disproportionate expenditure in restoration from backups through appropriate reasonable precautionary measures, in particular, daily generation of backup copies of all data and programs.

Product liability: The above limitations of liability do not apply in cases of mandatory statutory liability under the Product Liability Act.

reputatio's no-fault liability for defects already existent on contract conclusion (§536a **BGB**) is excluded. Liability according to the aforementioned provisions of this **Section 14** Liability remains unaffected. The extent to which liability is effectively excluded or limited

according to the preceding paragraphs also applies to the personal liability of employees, other staff, institutions, representatives and vicarious agents of reputatio.

14.1 Liability according to the TA

Insofar as reputatio renders publicly available telecommunications services as per the Telecommunications Act (**TA**), reputatio's liability, in derogation from the afore-mentioned **Section 14** Liability, **Page 8** et seq. for pecuniary damage in case of negligent or grossly negligent breach of duty during provision of such telecommunications services is limited in amount to 12,500 EUR per customer, liability vis-à-vis the totality of victims being limited to 10 million EUR per damage incident, regardless of the type of damage.

If the amounts to be paid for multiple clients as a result of the same event and due to a breach of duty during the provision of publicly available telecommunications services as per the Telecommunications Act (**TA**) exceed the maximum ceiling, damage compensation is reduced pro-rata in the same relationship as the sum of all damage claims to the ceiling.

This limitation of liability does not apply to claims for compensation of damage caused by delays in the payment of such compensation. For damaging events or disruptions (including failure or interruption of phone calls) arising in the transmission lines or switching equipment of third parties, in particular, other vendors or network operators, reputatio is liable only insofar as reputatio is entitled to claims for damage compensation from the other vendors and third parties. reputatio may fulfil its obligations to the customer through their assignment. Further liability by reputatio is excluded in these cases. This does not apply insofar as the damaging events or disruptions were caused by reputatio or its assistants or vicarious agents.

15 Contract period and cancellation

15.1 Contract commencement

The period begins at the contractually agreed date in each case. In an absence of such an agreement, the period begins with the date of the first full activation or operative provision of all contractually agreed services.

Insofar as far as the customer has commissioned a service comprising multiple individual services which can be used independently of each other, these are often made available asynchronously, due to the differing delivery times of the respective suppliers. In this case, the minimum contract period begins with the last provided individual operational service of all contractually agreed services.

Regardless of the beginning of the minimum contract period, partial services are always charged from the date of their operative provision.

15.2 Contract duration and termination

Contracts have a 24-month minimum duration, unless stated otherwise, for instance, in the customer's offer (order form (**OF**)), an individual supplementary agreement (**ISA**) or a product-specific **SBC**.

³Cardinal obligations such as culpable breach of availability specified in the respective SLA

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A contract may be terminated in verifiable, written form regularly by either party with a notice period of four months for the first time by the end of the minimum contract term. If the contract is not terminated on schedule, it is extended in each case for twelve (12) months and may then be terminated in compliance with the aforementioned notice period by the end of the respective term.

In the case of product or rate changes, a new minimum contract duration begins from the date on which the new product or rate takes effect, this duration being twenty-four months in accordance with the afore-mentioned rule, or defined by the minimum contract term in the agreement or documentation for the respective product.

This does not influence the contract parties' right to extraordinary termination.

Unless otherwise agreed, all terminations must be in written form. Requirements for written termination are not governed by §127, Section 2 BGB. The right of termination in accordance with §649 BGB in the case of work performances is excluded.

For products providing entitlement to workday termination, notice by the other contracting party must be received at least fourteen days before the day on which termination is to take effect. Saturday is not considered a workday here.

Premature termination of concluded contracts is not possible in principle, except in cases provided for by law (e.g. according to §314 BGB). In exceptional cases, reputatio can agree on amicable, premature termination. All approvals of premature contract termination are subject to payment of a compensation for early cancellation. The amount of compensation is determined in each case by reputatio, and usually includes the calculated turnover up to regular contract conclusion, minus any interest gains incurred with one-time payment before the due date (discounting).

reputatio will implement a change of provider according to the applicable statutory provisions in §46 TA.

15.3 Extraordinary contract termination

Each of the parties is entitled to terminate this contract without notice and with immediate effect for an important reason. If the important reason constitutes breach of a contractual obligation, regular termination is permitted only after expiry of a reasonable, unsuccessful remedial period, or after an unsuccessful warning. §323 Sections 1 and 2 BGB apply correspondingly.

An important reason for extraordinary termination by reputatio after setting and expiry of an unsuccessful, reasonable remedial period exists, in particular, if:

- The customer defaults on payment obligations amounting to one monthly fee, but at least to 75 %, for more than 14 days and provides no security deposit in accordance with [Section 16 Security deposits, Page 9](#) et seq. despite appropriate requests by reputatio.

Alternatively: An important reason for extraordinary termination by reputatio without setting and expiry of an unsuccessful, remedial period exists, in particular, if:

- The customer defaults for two (2) consecutive months on payment of due remuneration or a significant part of this remuneration, or for more than two (2) months on payment of a remuneration corresponding to the sum of two (2) average monthly bills. Authoritative for calculation of the average value is the average amount of the invoices issued to the customer in the last six (6)

months prior to first default. Instead of extraordinary termination without notice, reputatio can call on the customer to pay appropriate security as per [Section 16 Security deposits, Page 9](#) et seq.

- The customer is insolvent or bankrupt.

- Insolvency proceedings over the customer's assets have been rejected or closed due to a lack of cost-covering assets.

- The customer has voluntarily or involuntarily initiated proceedings for their dissolution, liquidation or settlement.

- The customer conclusively prevents full establishment and formation of the contractual performance through culpable breach of duty or neglect, or renders this so difficult for a period of more than one day, that adherence to the contract becomes unfeasible.

- The customer otherwise seriously breaches their contractual obligations, especially those concerning cooperation and duties.

- The customer practises extraordinary behaviour in breach of contract. This includes, in particular, all violations of criminal law arising from the contractual relationship, as well as misuse of the contractual services, including impairment to network integrity as well as service quality and functionality.

If the contract is terminated prematurely through extraordinary notice due to contractually non-compliant behaviour on the part of the customer, they are obliged to provide reputatio with damage compensation. reputatio can assert flat-rate compensation amounting to fixed, monthly charges, or minimum monthly charges in an absence of fixed base prices, which would have been payable by the customer from the effective date of extraordinary termination to the next regular termination deadline. Proof that reputatio incurred no or reduced damage through termination remains open to the customer.

In the case of service provision reliant on input from third parties (such as other telecommunications providers), reputatio is entitled to extraordinary termination if the input from the third parties is or becomes unavailable, or an underlying contractual relationship is terminated by a third party. reputatio is obliged to inform the customer immediately about non-availability of the service, and refund any consideration paid in advance. In such cases, the customer is entitled to damage compensation only if the reason for termination is attributable to intent or gross negligence by reputatio. The conditions in [Section 14 Liability, Page 8](#) et seq. apply.

Irrespective of other requirements, a fundamental prerequisite for extraordinary contract termination is failure by reputatio to observe a reasonable period of grace set by the customer, but amounting to at least 10 working days.

16 Security deposits

reputatio is entitled to make acceptance of the customer's offer as regards contract conclusion (OF) subject to a security deposit. In case the customer provides no security deposit, or provides security which falls short of the amount mentioned in the next portion of this document, reputatio is entitled to request, also following contract commencement, a security deposit if the customer defaults on their payment obligations for more than fourteen (14). If the security is not paid within fourteen (14) more days following reputatio's request, reputatio is entitled to extraordinary termination of the contract as per [Section 15.3 Extraordinary contract termination, Page 9](#) et seq.

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On request by reputatio, the security deposit is to be made irrespective of other legal and contractual rights in money or through a directly liable, unlimited and irrevocable guarantee of a German bank in favour of reputatio amounting to the sum of the invoiced amounts for the last four (4) months prior to commencement of default. The bank waives the objections in §§ 768, 770 paragraph (1), 771 BGB.

In case of an increased contract volume, reputatio is entitled to request appropriate adjustments to the provided security.

The security shall be granted back after contract termination, once there are no more claims vis-à-vis the customer. In the event of payment defaults by the customer, reputatio is entitled to avail of the security deposit. In this case, the customer is obliged to replenish the security deposit to the original amount within a period of two (2) weeks.

17 Licensing rights

If reputatio supplies the customer with software as part of service provision, the customer thereby receives a non-transferable, non-exclusive right to use this software in accordance with the licensing terms of the respective manufacturer or distributor for the agreed period. All rights to the software otherwise are retained by reputatio and/or the manufacturer / distributor.

Any indemnity obligations by reputatio vis-à-vis the customers depend on the respective licensing conditions of the manufacturer or distributor. If third parties raise claims against the customer because of an alleged infringement of property rights related to the software supplied by reputatio, the appropriate defensive measures, settlement negotiations and conduction of any litigation in all cases remain reserved for reputatio or the respective manufacturer / distributor. The customer shall acknowledge claims asserted against them only with written permission from reputatio. The customer is obliged to appropriately support reputatio or the manufacturer / distributor in conducting of litigation and settlement negotiations.

If software is contributed by the customer, they shall grant reputatio all the usage rights necessary to achieve the purpose of the contract. If third parties raise claims against reputatio because of an alleged infringement of property rights related to the software contributed by the customer, they are be obliged to exempt reputatio from these claims unless reputatio is responsible for the legal violation. Without the customer's consent, reputatio is not entitled to reach any agreements with third parties as regards resolution of disputes or, in particular, compromises.

The latter does not apply if the customer refuses to comply with reputatio's call for exemption from third-party rights. The customer's indemnification obligation refers to all costs, expenses and damages incurred by reputatio from, or in relation to, claims by a third parties.

The parties shall notify each other without delay in writing, if claims are asserted against them due to infringement of third-party rights.

18 Miscellaneous

18.1 Prohibition of assignment

The customer is not entitled to assign claims against reputatio to third parties. §354a of the German Commercial Code remains unaffected here.

18.2 Contract transfer to third parties

A transfer of the customer's rights and obligations from this contract is permissible only with prior written consent of reputatio, who may refuse consent only for objective reasons. reputatio may transfer the rights and obligations arising from this contract to a third party. Transfer is not effective if the customer issues a written objection within 4 weeks of being notified appropriately in writing.

18.3 Limitation

Claims by the customer expire 12 months following notification, but no later than 36 months after the date on which the relevant service was provided or the relevant breach of duty was committed. This does not affect legal statutes of limitations for intentional and grossly negligent acts, or claims due to intentional or negligent harm to life, body or health, or fraudulent misrepresentation, or claims based on the product liability act.

18.4 Dispute resolution proceedings according to § 47a TA

The customer, who neither operates telecommunications networks, nor is a telecommunications provider to the public, may request arbitration proceedings from the competent regulatory authority (FNA) in accordance with §47a TA in the case of any dispute concerning reputatio's obligations laid down in these provisions.

For this, the customer is to submit an informal request to the Federal Network Agency. This agency's address is: Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen, Tulpenfeld 4, 53113 Bonn.

18.5 Applicable law, place of jurisdiction

German law applies exclusively to all claims arising from the contractual relationship with the customer. The UN Convention on Contracts for the International Sale of Goods is excluded.

The place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship is the headquarters of reputatio, Pforzheim. However, reputatio reserves the right to initiate legal action against the customer at their general place of jurisdiction too. This does not influence any exclusive place of jurisdiction.

18.6 Prohibition against solicitation

For a period of six months after finishing their activities, employees of reputatio who have worked for the customer as part of the contract may be recruited actively by the customer only with reputatio's consent. The start of the six-month period is determined decisively by the actual end of work (i.e. completion) or contract termination, whichever of these times occurs later.

18.7 Requirement for the written form

Changes and additions to these GTC, SBC, PS, SLA, PL and ISA, including any alternative contractual components not listed or named here, must have the written form in principle.

This also applies to any change of the requirement itself for the

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written form.

18.8 Definition of terms

Unless agreed differently between the parties or required mandatorily by law, the definitions according to the List of [abbreviations, Page 12](#) et seq. as well as the definitions of §3 TA and §2 Telemedia Act (TMA) apply.

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General terms and conditions

OC	Order confirmation
OF	Order form
GTC	General terms and conditions
GSCA	German Stock Corporation Act
SBC	Special business conditions
BINS	Business individual network solution; describes this framework contract
FNA	Federal Network Agency for electricity, gas, telecommunications, post and railways - refer to the website of the agency
ISA	Individual supplementary agreement
PS	Performance specifications
PL	Price list
SEPA	Single European Payments Area
SLA	Service Level Agreement
GPC	German Penal Code
TA	Telecommunications Act
TMA	Tele-Media Act
BGB	German Civil Code

Any references to other sources such as such as „Wikipedia, the free encyclopaedia“ in the list of abbreviations are intended purely as information for a better understanding. The content, opinions, and views of the authors of the references are not a contractual part of this BINS (business individual network solution describing this framework contract). Only the implementations in this contract serve as a basis.