

**General Terms and Conditions  
for SaaS („SaaS Terms“)  
of Deutsche Post Adress GmbH & Co. KG,  
Am Anger 33, 33332 Gütersloh, Germany**

Post Adress GmbH & Co. KG (Post Adress), as cooperation partner of UNISERV GmbH, shall enable USERS to avail themselves of services (use of application services or the “Software Application”) on the following SaaS Terms.

## **1. General**

- 1.1. The “SaaS Terms” of Post Adress shall apply exclusively; any terms of the USER that are in conflict with or non-conforming to the “SaaS Terms” of Post Adress shall not be accepted by Post Adress, unless Post Adress expressly confirms their applicability in writing.
- 1.2. The “SaaS Terms” of Post Adress shall also apply if Post Adress performs the service for the USER without reservation in knowledge of any terms of the USER that are in conflict with or non-conforming to the “SaaS Terms”.
- 1.3. All provisions agreed upon by Post Adress and the USER with the aim of performing this Agreement are stipulated in writing in this Agreement.
- 1.4. Post Adress reserves the right to amend these “SaaS Terms”. In the event of an amendment to the “SaaS Terms”, Post Adress shall inform the USER in writing or electronically of the amendment of the “SaaS Terms”. The USER shall then have the option to object to the changes within a period of 3 weeks. If an objection is raised, the current “SaaS Terms” shall continue to apply. The USER shall be notified clearly of the amendment; the specific changes shall be shown to him.

## **2. Subject matter of the Agreement, service specifications**

- 2.1. The subject matter of the Agreement is to provide the USER with an option to use the UNISERV software via an online access as Software as a Service (SaaS). If the “prepaid” rate is chosen, the software shall be available for use for the duration of 12 months from the date of activation of the credit purchased. The Software Application is located on UNISERV’s own server and UNISERV shall keep the Software Application ready for use on demand by the USER for the term of this Agreement. The USER may use the Software Application for processing his data.
- 2.2. Where copyright interests of Post Adress or UNISERV, as the providers, or of any third party are affected, the USER shall be given a non-exclusive, non-transferable right of use limited to the term of this Agreement (non-exclusive license). The granting of sub-licenses shall not be permitted.
- 2.3. Specific services (e.g., relocation check and death check) require the prior signing of separate agreements or the acceptance of the General Terms and Conditions of third parties by the USER.

2.4. The access data for identification and authentication required for using the Software Application shall be communicated to the USER by Post Adress via email, usually within five working days after conclusion of the Agreement.

2.5. Only the USER named in the SaaS Agreement shall be entitled to use the Software Application. Employees of the USER or other parties instructed by the USER with the use of the Software Application in compliance with this Agreement shall also be entitled to use the Software Application.

### **3. Performance of the Agreement**

3.1. Based on its cooperation agreement with UNISERV, Post Adress shall enable the USER to use the application services usually on seven days a week (24 hours). Any time required for the necessary, regular maintenance and service of hardware and software and for implementing technical improvements (planned “downtime”) shall be excluded as well as any cases pursuant to Item 13 below (Force Majeure and other impediments to performance for which Post Adress is not responsible). The planned “downtime” is already taken into account in the calculation of the remuneration amount; any reduction of payments owed on the grounds of planned “downtime” shall be excluded.

3.2. The availability of the Software Application shall be 98% per annum. The availability calculation shall not include planned “downtime” and/or any downtime agreed with the USER.

3.3. Post Adress shall inform the USER in good time in advance of any interruption of availability due to planned “downtime” (in writing/via email).

3.4. Accounts set up for testing may be blocked any time by Post Adress without any period of notice.

### **4. Enhancement / changes to services**

4.1. As part of its efforts to keep up with technical progress and optimize the provision of service, Post Adress reserves the right to modify services even after the Agreement has been signed (e.g. by using newer or other technologies, systems, processes or standards). If major changes to services are planned, Post Adress shall inform the USER of these changes in a suitable communication in good time. If the USER suffers significant disadvantages as a result of the changes to services, the USER shall be entitled to terminate this Agreement for cause with effect from the date of the changes being introduced. The USER must terminate the Agreement within one week after receipt of the communication regarding the changes to services.

4.2. Post Adress may entrust third parties, in whole or in part, with the performance of the application services. Documentation, information and data of the USER may be disclosed by Post Adress – to the extent necessary – to such third parties as have been permissibly entrusted by Post Adress with the performance of services. Post Adress shall have the right to replace the Internet infrastructure used by it and any third parties entrusted with the performance of services at any time.

4.3. Post Adress may cancel individual services of the Software Application with a period of notice

of one year in general.

## 5. Services

Post Adress shall set up a hotline. This hotline shall be available for accepting calls about problems concerning the use of the Software Application during normal business hours (currently on working days from Monday through Friday between 8 a.m. and 5 p.m. Greenwich Mean Time + 1). Post Adress shall provide information related to the use of the Software Application. Post Adress shall not provide any support regarding the use of the Software Application which goes beyond questions that can be answered straightforwardly.

## 6. Duties to cooperate/responsibilities of the USER

The USER's obligations to cooperate, for which the USER is responsible and which he must meet in order for the application services to be provided effectively, include in particular the following:

- a) create the preconditions required for using the application services;
- b) implement the measures necessary to back up his data and programs, in particular by producing backup copies on a regular basis and in a manner appropriate to the risk;
- c) use up-to-date anti-virus programs on his own computer.

The USER shall in general bear sole responsibility for

- a) selecting the Software Application as well as the results he intends to achieve with it;
- b) the information and data he provides;
- c) the equipment he uses (hardware and software) and its fitness for the transfer of data with UNISERV;
- d) ensuring that his Internet access, including all transmission channels, is fully functional.

## 7. Contractual obligations of the USER

7.1. The USER shall be obliged to notify Post Adress of any fault with the Software Application as soon as he becomes aware of it. When providing a fault description, limitation, determination or report, the USER shall observe the notes supplied by Post Adress for this purpose. The USER must be as detailed and specific as possible in his fault reports and queries and must, where necessary, use competent members of staff for this purpose.

7.2. The USER undertakes to inform Post Adress without delay if a change in the person (a case of succession or another universal succession), address, name, legal form or company occurs.

## 8. Access data

8.1. The USER undertakes not to disclose his access data to unauthorized persons and to keep them safe and protected against access by unauthorized persons as well as against misuse and loss.

8.2. The USER is wholly responsible for the payment of all fees due in connection with using the application services via his access code. If the USER raises an objection against his obligation to pay fees on the grounds of unauthorized use via his access code and provided that it can be ruled out that unauthorized third parties were active outside the USER's area of responsibility, he shall only be released from his obligation to pay if he can provide proof that an unauthorized

use of the application services for which he cannot be held responsible has occurred via his access code.

## **9. Remuneration, term of Agreement**

9.1. Post Adress shall request remuneration for the use of the UNISERV Software Application (“SaaS fee”) in accordance with the SaaS Agreement which specifies the applicable rate (“prepaid” or “pay-as-you-go”).

9.2. If the USER is on the “pay-as-you-go” rate, the Agreement shall commence on the date of activation and shall apply indefinitely. The period of notice for termination with due notice shall be 4 months to the end of the contract year. Notice of termination must be given in writing and must be received no later than on the third working day of the first month of the notice period.

9.3. Post Adress shall be authorized to adjust the SaaS fee to the current price list. In particular for those application services where Post Adress is dependent on the supply of data by the relevant postal services or other data suppliers, Post Adress shall be authorized to adjust the SaaS fees for the application services affected in the case of price changes introduced by the suppliers.

9.4. The USER shall only have rights of set-off if his counterclaims are legally binding, undisputed or have been accepted. The USER shall be entitled to exercise a right of retention only where his counterclaim is based on the same contractual relationship.

## **10. Warranty claims**

10.1. The USER will usually be familiar with the Software Application and its performance. Prior to conclusion of the Agreement, Post Adress will usually have offered the USER the option of testing the UNISERV Software Application for his own purposes during a trial phase. If the USER has not expressed any significant complaints during the advance trial phase, both Parties to the Agreement shall assume that the Software Application is in principle compliant with the Agreement. A defect in the Software Application shall only be present if the use of the Software Application constitutes an unreasonable impediment to the USER.

10.2. The USER is aware that Post Adress does not maintain its own network and will not be supplying the USER with Internet access. For this reason, UNISERV shall not accept responsibility for the functioning of the relevant access to the Internet.

10.3. The liability of Post Adress shall not include defects caused by conditions of use that are not compliant with those stipulated by Post Adress.

10.4. For certain services, Post Adress shall be using data supplied by the relevant postal services and other carefully selected suppliers of data and shall therefore depend on this base data and the degree to which this is complete, up-to-date and therefore error-free. This shall also apply to availability and the updating date. Post Adress shall therefore not guarantee that an address which, in consequence, is incorrect or incomplete will be corrected and updated during the address check.

10.5. Where the functions of the Software Application are different from those stipulated in the Agreement and/or defective, the USER must raise an objection without delay.

- 10.6. The USER may only enforce a reduction in the payment amount due to defects by deducting a proportion from the agreed payment amount, if his claim is undisputed or legally binding or has been accepted by Post Adress.
- 10.7. The right to terminate the Agreement without due notice due to defects shall only be considered if the continuation of the contractual relationship is unreasonable or where a more than immaterial breach of contractual obligations continues to exist despite a warning or a rectification period having been set. A warning shall not be required if the breach of contractual obligations is so serious that a warning is deemed ineffectual to stop the breach and/or restore confidence. Prior to such termination without due notice, Post Adress shall generally be entitled to two attempts of rectification in relation to the relevant defect.

## 11. Liability

- 11.1. In cases of unavailability of promised features, failure to comply with warranties and in cases of malice Post Adress shall be liable to pay damages in accordance with the statutory regulations. Liability due to loss of life, bodily harm or damage to health caused through wrongful conduct shall remain unaffected; this shall also apply to mandatory liability pursuant to the German Product Liability Act [Produkthaftungsgesetz].
- 11.2. In all other cases, Post Adress shall have unlimited liability for acts of intent and gross negligence including those committed by its legal representatives and executives. For wrongful conduct (intent, gross and minor negligence) by other persons used by Post Adress to perform its obligations [Erfüllungsgehilfen] liability shall be limited to the amount of the contract sum excluding VAT and to such cases of loss which are typically expected to arise in the context using the Software Application.
- 11.3. For minor negligence caused by Post Adress or its legal representatives, executives and other persons used by it to perform its obligations [Erfüllungsgehilfen], Post Adress shall not be held liable, unless the breach concerns an obligation whose fulfilment is especially important for achieving the purpose of the Agreement (cardinal obligation). In case of negligent breach of a cardinal obligation by legal representatives or executives of Post Adress the liability limitation pursuant to Item 11.2, sentence 2, shall apply accordingly.
- 11.4. Post Adress shall be liable for the loss of data and for restoring data pursuant to Item 11.1 through 11.3 only if such a loss could not have been prevented by the data backup measures incumbent upon the USER.
- 11.5. Any no-fault liability for defects that existed at the time of the conclusion of the Agreement shall be expressly excluded.

## 12. Data protection

- 12.1. Post Adress shall provide the USER with the application services in the capacity of data processor on behalf of the USER pursuant to Section 11 of the German Federal Data Protection Act [Bundesdatenschutzgesetz]. The responsibility for ensuring that the processing and use of the data are permissible, and for safeguarding the rights of those affected (disclosure, correction, locking, deletion) rests with USER.

12.2. Post Adress shall abide by the statutory provisions on data protection, in particular the German Teleservices Data Protection Act [Teledienststedatenschutzgesetz] and the German Federal Data Protection Act [Bundesdatenschutzgesetz].

The USER agrees that where British addresses of Royal Mail are processed, the USER must provide information without delay to the British Data Protection Officer or any other authorized British enforcement authority regarding any data protection questions they may have.

### **13. Impediments to performance for which Post Adress is not responsible**

- 13.1. In all cases of non-performance or delayed performance, other than those where Post Adress has, as an exception, accepted a procurement risk or provided a guarantee, Post Adress shall not be liable if caused by any of the following circumstances or impediments: circumstances of Force Majeure and impediments to performance,
- (a) that arise after conclusion of the Agreement or, for no fault of its own, become known to Post Adress only after conclusion of the Agreement and
  - (b) with regard to which Post Adress provides proof that, even with due care, it could not have foreseen and prevented their occurrence and for which Post Adress therefore cannot be blamed for wrongful acceptance, precaution or application.

Subject to the provisions outlined above – circumstances occurring or, for no fault of its own, becoming known to Post Adress after conclusion of the Agreement, circumstances for which Post Adress provides proof that it was unforeseeable and unavoidable – this includes in particular: Justified measures of industrial dispute (strike and lock-out); disruptions of operations; power cuts (provided the usual backup and emergency systems are in place); disruptions and attacks from the Internet. For the duration of these circumstances or impediments to performance, Post Adress shall be exempt from its performance obligation. Claims for damages by the USER shall be excluded in cases of this kind.

13.2. In the event of an irrevocable impediment to performance within the meaning of Item 13.1 either Party shall be entitled to cancel the Agreement immediately by way of an extraordinary termination without notice.

13.3. In the event of an unreasonable impediment to performance Post Adress shall be entitled to extraordinary termination without notice.

13.4. If the Software Application cannot be used over a period of more than five working days, the USER shall have the right to extraordinary termination without notice.

13.5. Either Party shall reserve the right to extraordinary termination of the Agreement for any other good cause.

### **14. Place of jurisdiction, governing law, transfer by email, severability clause**

14.1. If the USER is a merchant within the meaning of the German Commercial Code [Handelsgesetzbuch], a legal entity under public law or a special fund under public law, the place of jurisdiction for all matters concerning obligations under the Agreement – including matters concerning bills of exchange and checks – shall be the domicile of the Post Adress

undertaking or alternatively, at the discretion of Post Adress, the domicile of the USER. The foregoing agreement on the place of jurisdiction shall also apply to USERS domiciled abroad.

- 14.2. The laws of the Federal Republic of Germany shall apply exclusively to all rights and obligations arising from and in connection with the existing contractual relationship between Post Adress and the USER.
- 14.3. Any communications and declarations by either Party that are intended or otherwise become necessary in the course of the business relationship under the provisions of the Agreement may in principle be sent to the online address of the other Party and shall be effective if sent in this manner. Unless agreed otherwise, they shall take effect from the working day following the day of their receipt.
- 14.4. Should any provision of this Agreement be or become ineffective, this shall not affect the validity of the remaining provisions or agreements.