

Terms and Conditions for SaaS services („SaaS T&Cs“)

Preamble

Under a co-operation agreement with Uniserv GmbH (hereinafter referred to as “Uniserv”), Deutsche Post Adress GmbH & Co. KG (hereinafter referred to as “Post Adress”) has a marketing right of its own in the services described in these terms and conditions. Within the context of providing the services, Post Adress deploys ABIS as a vicarious agent.

As the provider, Post Adress enables the USER to implement its services in compliance with the following SaaS Terms and Conditions (use of application services or „software application“):

1. General

- 1.1. The „SaaS T&Cs“ from Post Adress apply exclusively. Any terms or conditions of the USER that conflict with or deviate from the „SaaS T&Cs“ of Post Adress shall not be recognized by Post Adress, unless Post Adress has expressly agreed to their validity in writing. Post Adress' „SaaS T&Cs“ shall apply even if Post Adress unconditionally carries out the service to the USER knowing that the terms and conditions of the USER conflict with or deviate from the „SaaS T&Cs“.
- 1.2. All agreements made between Post Adress and the USER for the purpose of executing the contract are set out in writing in the contract.
- 1.3. Post Adress reserves the right to change these „SaaS T&Cs“ at any time. In the event of a change Post Adress will notify the USER in writing or electronically. The user then has the opportunity to appeal against any such change within four weeks. During an appeal, the existing „SaaS T&Cs“ remain applicable. The user will receive clear indication of any change.

2. Subject of the Contract / Service Description

- 2.1. Subject matter of the contract is the granting of use of UNISERV's software by the USER using internet access as Software as a Service (SaaS). In the case of a „prepaid“ tariff, the software can be used for a period of 12 months from the activation date of the purchased credit. UNISERV will store the software application on its own server and keep it available to the USER for the duration of the contract. The USER may use the application to process their data.
- 2.2. In the event of the copyright interests of Post Adress respectively UNISERV (as provider) or third party being affected, the USER will be granted a simple, non-transferable right of use limited to the duration of the contract (simple licence). The granting of sub-licences is prohibited.
- 2.3. The use of certain services (e.g. relocation and bereavement test) requires prior signing of separate contracts and acceptance of the General Terms and Conditions of third parties by the USER.
- 2.4. The access information required to use the software application and for identification and authentication are communicated to the USER by Post Adress by email usually within five working days following conclusion of the contract.
- 2.5. The software application may only be used by the USER shown in the SaaS contract. Employees or other persons who use the software application on behalf of the USER must comply fully with the contractual obligations.

3. Implementation of the Contract

- 3.1. Under normal circumstances, Post Adress allows the USER to use its application services seven days a week (24- hour day). Excluded is the time required for regular maintenance and care or technical improvements to hardware and software (planned „down time“), as well as cases beyond Post Adress' respectively UNISERV's control acc. to para. 13 (force majeure or other impediment). Planned „down times“ are taken into account when calculating remuneration. No further reduction of the remuneration owed due to planned „down times“ is possible.
- 3.2. The availability of the software application is 98% per year. This availability does not include planned and/or „down times“ agreed with the USER.
- 3.3. Post Adress will inform the USER about any interruption of availability due to planned „down times“ well in advance (in writing/by email).
- 3.4. Accounts established for testing purposes can be blocked by Post Adress at any time and without notice.

4. Further Developments / Performance Changes

- 4.1. Post Adress reserves the right to change performance (e.g. by implementing newer or different technologies, systems, processes and/or standards) in the course of technical progress and performance optimization following conclusion of the contract. In the event of significant changes being made to services, a corresponding notification from Post Adress to the USER will be made in good time. If disadvantages arise for the USER as a result of changes in service, then the

USER has the right to extraordinary termination of the contract on the date of the change. Termination must be notified by the USER within one week of receiving notice of the change of service.

4.2. Post Adress reserves the right to outsource all or part of application services to a third party. Documents, information and data of the USER may be made available to third parties by Post Adress, whenever necessary, to whom Post Adress has legally delegated Its services. Post Adress is entitled to change the internet infrastructure it uses and third parties it has commissioned at any time.

4.3. Post Adress is entitled to terminate individual services of the software application with a notice of 1 year.

5. Services

Post Adress provides a hotline for dealing with problems arising from or due to the use of the software application. This hotline is available during normal business hours (currently weekdays from Monday – Thursday between 08:00 and 17:00 GMT+1 an Friday between 08:00 and 15:00 GMT+1). Post Adress respectively UNISERV provides application-related information. Application-related support that goes beyond a directly answerable question is not possible. Enquiries can only be made via the in the order agreed contact form.

6. Duty to Cooperate / Responsibility of the USER

The cooperation obligations incumbent on the USER on their own responsibility which are necessary for the effective provision of the application services, include in particular:

- creation of preconditions for using the application services;
- safeguarding the USER's data and programs (back-up), in particular regular and secure production of backup copies;
- use of the latest (updated) anti-virus programs on the USER's own computer.

The USER assumes sole responsibility for:

- selection of the respective software application and the results intended by the USER;
- all information and data originating from the USER;
- the devices used (hardware and software) and their suitability for data transmission with Post Adress;
- the functionality of the USER's internet access including transmission paths.

7. Contractual Obligations of the USER

7.1. The USER undertakes to notify Post Adress immediately after becoming aware of a malfunction in the software application. When describing, limiting, ascertaining and reporting faults, the USER must follow the instructions given by Post Adress and specify the malfunction as accurately as possible. If necessary, the USER should consult a more knowledgeable colleague.

7.2. The USER undertakes to notify Post Adress immediately if there is a change in the person (by means of inheritance or other universal succession), the address, the name, the legal form or the company.

8. Access Data

8.1. The USER is obliged to keep access data secret from unauthorised persons, to keep it safe and secure from access by unauthorised persons and to protect it against misuse or loss.

8.2. The USER is principally responsible for the payment of all fees for the use of the application services using the USER access ID. If the USER raises an objection to the obligation to pay for alleged unauthorised use by means of the USER's access code, the USER will not be obliged to pay if the USER can prove beyond doubt that unauthorised third parties were working outside the USER's sphere of influence. The USER must provide acceptable proof that unauthorised use of the application services has taken place using the USER's access code.

9. Remuneration / Contract Duration

9.1. Post Adress charges a fee („SaaS fee“) for the use of the software application in accordance with the SaaS contract, which determines the tariff („prepaid“ or „pay-as-you-go“).

9.2. In the case of a „pay-as-you-go“ tariff, the contract begins with activation and runs indefinitely. The period for proper termination is 3 months before the end of the contract year.

9.3. Post Adress is entitled to adjust SaaS fees to its current price list. In the case of application services for which Post Adress respectively UNISERV relies on data from postal institutions or other data providers, Post Adress is entitled to adjust the SaaS fee when price changes are notified by the supplier for specific application services.

9.4. The USER is only entitled to offset rights when the USER's counterclaims have been legally established, are undisputed and recognized. The USER is only authorized to exercise a right of retention to the extent that the counterclaim is based on the same contractual relationship.

10. Claims for Defects

- 10.1. In most cases the USER knows about the software application and its performance in general. Post Adress usually gives the USER the opportunity to review the software application during a test phase for the USER's own purposes before concluding the contract. When no major complaint has been made by the USER during the preceding test phase, both parties assume that the software application is in conformity with the contract. A defect in the software application is basically only present if the use of the software application hinders the USER in an unreasonable manner.
- 10.2. The USER is aware that Post Adress respectively UNISERV does not operate its own network and does not provide internet access for the USER. For this reason, Post Adress assumes no responsibility for the functionality of the respective access to the Internet.
- 10.3. The liability of Post Adress does not extend to defects caused by deviations from the Conditions of Use specified by Post Adress.
- 10.4. For certain services Post Adress respectively UNISERV relies on data from respective postal institutions and other carefully selected data suppliers and is therefore dependent on this basic data regarding completeness, timeliness and the associated freedom from errors. This also applies to availability and updates. Therefore, Post Adress does not warrant that an incorrect or incomplete address will be corrected and updated as part of the address verification process.
- 10.5. Should any function of the software application deviate from that stipulated by the contract and/or have defects, this must be reported immediately to Post Adress by the USER.
- 10.6. The USER may only enforce a reduction in the agreed remuneration when the respective claim is undisputed or recognized by Post Adress or established by legal process.
- 10.7. A right to extraordinary termination of contract due to defects only comes into consideration if continuation of the contractual relationship is unreasonable or a significant breach of contract persists despite warnings and/or the setting of a deadline. A warning is not required if the breach of contract is sufficiently serious that a warning does not appear suitable to end the breach of duty and/or to restore confidence. Post Adress is entitled to two attempts to remedy the respective defect prior to such extraordinary termination of contract.

11. Liability

- 11.1. In the absence of guaranteed properties, non-compliance with guarantees or malice, Post Adress shall be liable for damages in accordance with the statutory provisions. Liability for culpable injury to life, body or health remains unaffected; this also applies to the mandatory liability under the Product Liability Act.
- 11.2. Post Adress is also liable without limitation for intent and gross negligence of its legal representatives and executives. For the fault (intent, gross and slight negligence) of other vicarious agents, liability is limited to the amount of the contract sum excluding Value Added Tax, as well as to damages typically expected in the context of the use of the software application.
- 11.3. Post Adress is not liable for slight negligence on the part of its legal representatives, executives and other vicarious agents unless a duty is breached whose observance is of particular importance for the purpose of the contract (cardinal duty). In the case of slightly negligent violation of a cardinal obligation by legal representatives or executive staff of Post Adress, the limitation of liability according to para. 11.2 above applies correspondingly.
- 11.4. For the loss of data and their restoration, Post Adress shall be liable in accordance with para. 11.1 to 11.3 only if such a loss could not have been avoided by the data backup measures incumbent on the USER.
- 11.5. Liability for errors already existing at the time of conclusion of the contract are expressly excluded.

12. Data Protection and Data Security

- 12.1. Post Adress respectively UNISERV undertakes to treat the USER's data with the utmost care and protect it against misuse or loss. Post Adress respectively UNISERV will undertake the necessary technical and organizational measures. The data is stored in Europe.
- 12.2. The USER is responsible for the lawfulness of the data transfer and its use, as well as the collection, processing and use of personal data.
- 12.3. All user data stored and processed by Post Adress respectively UNISERV is the exclusive property of the USER and is used by Post Adress respectively UNISERV exclusively for the purpose of fulfilling the contract (function transfer).
- 12.4. The USER acknowledges that, in the event of processing by Royal Mail, the British Data Protection Supervisor or other authorised UK enforcement authority, the USER shall promptly provide information on privacy issues.

13. Performance Impediments Beyond Post Adress' Control

13.1. Except in cases where Post Adress has exceptionally assumed a procurement risk or provided a guarantee, Post Adress is not responsible for any interruption or delay in performance due to the following circumstances or impediments to performance:

Circumstances of force majeure as well as impediments to performance:

- which occur after the conclusion of the contract or become known to Post Adress through no fault of its own following conclusion of the contract, and
- with respect to which Post Adress provides evidence that they could not be foreseen and prevented even by exercising due care and attention and that Post Adress is not responsible for any assumption, precaution or application liability.

The pre-requirements shown above (entry or non-disclosure following conclusion of the contract, unpredictability and unavoidability proven by Post Adress) include in particular: justified industrial action (strike or lock-out); operational malfunctions; power blackout (subject to standard backup and emergency systems); interference or attacks from the internet. For the duration of these circumstances and impediments to performance Post Adress is exempt from any obligation to pay. Damage claims by the USER are excluded in the cases shown above.

13.2. In the event of an indefinite impediment to performance within the meaning of para. 13.1, each party to the contract is entitled to immediate extraordinary termination without notice.

13.3. Post Adress is entitled to extraordinary termination without notice in the event of unreasonable performance.

13.4. If use of the software application is not possible for more than five consecutive working days, the USER has the right to extraordinary termination without notice.

13.5. The right to extraordinary termination for any other important reason remains reserved for both parties.

14. Jurisdiction / Applicable Law / Email Transmission / Severability Clause

14.1. If the USER is a merchant as determined by the German Commercial Code, or a legal entity under public law or a special fund under public law, the place of jurisdiction for all obligations arising from the contractual relationship - including bills of exchange and cheque matters - is the registered company headquarters of Post Adress or, at the discretion of Post Adress, the seat of the USER. The above-mentioned choice of court agreement also applies to USERS domiciled abroad.

14.2. All rights and obligations arising out of and in connection with the contractual relationship between Post Adress and the USER are exclusively governed by the laws of the Federal Republic of Germany.

14.3. The notifications and declarations of a contracting party provided for in the contractual arrangements as well as in the course of other business may in principle be transmitted to the online address of the other contracting party. Unless stipulated otherwise in the contract, they shall be deemed to have been delivered on the working day following receipt.

14.4. Should a provision of the contract be or otherwise become ineffective, this shall not affect the validity of all other provisions or agreements.