

General Terms and Conditions (GTC) for Software Hosting (German Law)

Valid as of 1 August 2026



§ 1 Preamble and Scope

(1) Klingelberg GmbH, Peterstraße 45, 42499 Hückeswagen, Germany (hereinafter also referred to as "Klingelberg" or the "Licensor") develops and distributes software applications.

(2) These Hosting GTC shall apply only if it is agreed between the parties in a separate offer from Klingelberg and/or in an associated specification of services that the customer ("Licensee") may access and use the contractually agreed software application ("Contractual Software") via the Internet ("Hosting"). In such case, they shall apply in addition to the General Terms and Conditions for Software (Purchase, Subscription – German Law), hereinafter referred to only as the "Software GTC".

(3) Hosting of the Contractual Software requires that the parties have also agreed on maintenance of the same. The General Terms and Conditions for Software Maintenance Agreements shall apply in addition thereto.

(4) All of the aforementioned GTC of Klingelberg are available at <https://klingelberg.com/agb>

§ 2 Availability, Disruptions, Reimbursement of Expenses

(1) During the term of the Agreement, the Licensor shall make the Contractual Software available to the Licensee as a web application operable via a browser (software-as-a-service solution) over the Internet and shall operate the technical infrastructure required for this purpose.

(2) The Licensor warrants availability of the web application of an average of 98.5% per year. Availability from the network handover points of the selected data centres to the Internet shall be decisive (availability boundary).

(3) Scheduled maintenance work shall not be counted against availability, provided that the Licensor has notified the Licensee thereof at least 48 hours in advance.

(4) Downtime attributable to force majeure or disruptions caused by third parties outside the Licensor's sphere of influence (e.g. Internet outages), or to abusive use or use by the Licensee in breach of the Agreement, shall likewise not be counted against availability.

(5) The Licensee shall report disruptions without undue delay via the agreed communication channel. Klingelberg shall endeavour to remedy disruptions of the Hosting falling within its own area of responsibility promptly during Klingelberg's business hours. Maximum times for responding to such a disruption or for successfully remedying such a disruption are not promised.

(6) Klingelberg's business hours are: Mondays to Fridays between 8:00 a.m. and 4:00 p.m., excluding nationwide statutory holidays in the Federal Republic of Germany.

(7) If it becomes apparent that a disruption was caused at least predominantly by the Licensee or by its employees or vicarious agents, and if the Licensee could have avoided the disruption by exercising the required care or could have recognized that it was predominantly caused by the Licensee, Klingelberg shall be entitled to demand from the Licensee reasonable remuneration customary in the locality for the effort required to identify and, where applicable, remedy the disruption.

§ 3 Data Backups

(1) Klingelberg shall perform regular data backups for the data processed within the scope of the hosted Contractual Software. The purpose of data backup is to enable the restoration of data in the event of data loss, system failure or malfunctions. Only productive application data stored within Klingelberg's area of responsibility shall be backed up.

(2) The data backup does not include, in particular:

- data outside the provided system environment
- local data inventories of the Customer
- data from interfaces to third-party systems, unless such data is permanently stored in the system

(3) Klingelberg shall perform data backups according to the following scheme:

- daily incremental backups with a retention period of 7 calendar days
- weekly full backups with a retention period of 4 weeks

older backups are automatically overwritten.

(4) Restoration shall be carried out during Klingelberg's business hours.

(5) Klingelberg is entitled to carry out restorations to a consistent system state (snapshot). Individual data records or transactions may, where applicable, not be restorable in isolation.

(6) The following cases are excluded from the backup obligation:

- data losses caused by intentional or grossly negligent acts (in particular operating errors) of the Customer or due to force majeure,
- data that was deleted before creation of the backup or that falls outside the defined retention periods.

(7) The Customer is obliged to additionally back up data that is critical for it independently if it considers a higher level of protection to be necessary. It shall report data losses without undue delay, where possible.

(8) Prior to extensive changes or mass operations, the Customer shall, on its own responsibility and where possible, check a data backup.

(9) Data backup is a supporting measure to minimise risk, but does not constitute a strict-liability guarantee that data will not be lost.

(10) There is no entitlement to restoration of specific data states or individual data records. Data backup does not constitute an archiving service.

(11) After termination of the Agreement, the Customer may, within 30 days, request the provision of its exportable data in a customary market format.

§ 4 Content, Use, Blocking, Indemnification

(1) The Licensee is solely responsible for all content, data and materials that it uploads, stores or disseminates via the web application. The Licensee shall ensure that such content does not violate applicable law (in particular criminal law, copyright law, trademark law or data protection law) or third-party rights.

(2) The Licensor is entitled to block or delete unlawful content without undue delay.

(3) The Licensee shall indemnify the Licensor against all third-party claims arising from an infringement of rights by content entered by the Licensee and shall reimburse the Licensor for the costs necessary for legal defence.

(4) The Customer shall keep access credentials secure and, in the event of compromise, change them without undue delay and inform the Licensor thereof.

(5) The Licensee may use the web application exclusively within the contractually agreed purpose and scope. In particular, automated bulk queries, systematic extraction of content (scraping), the use of bots and any use that leads to excessive load on the infrastructure are impermissible. In the event of breaches, the Licensor is entitled to temporarily throttle or block the Licensee's access; in the event of repeated or serious breaches, extraordinary termination for good cause is possible.

§ 5 Amendments to the Contractual Software

(1) The Licensor is entitled to amend the specification of services unilaterally and with binding effect in the course of updates to the Contractual Software, provided this does not result in the loss of material functionalities existing at the time the Agreement was concluded. There shall be no entitlement to the continued existence of individual functions or characteristics of the Contractual Software that do not materially impair its intended use.

(2) The foregoing rights of the Licensor shall not apply in an individual case to the extent that the amendment to the specification of services or the lack of continued existence of the functions or characteristics is unreasonable for the Licensee, also taking into account the interests of the Licensor.

(3) The use of individual new functions or groups of functions ("Modules") that may be delivered to the Licensee with software

updates may, at the Licensor's discretion, be made subject to the payment of additional remuneration by the Licensee. The remuneration for the use of the new functions and Modules shall then be governed by individual agreement by way of an addendum to the software licence agreement; no automatic right of use shall arise. The Licensee is not obliged to use new functions or Modules.

§ 6 Rights of Use of the Licensee

(1) The Licensor grants the Licensee a simple, non-exclusive and non-transferable right of use for the Contractual Software, limited to use in accordance with the Agreement, and, by way of deviation from the Software GTC, only for use via the Internet without receiving a copy of the software. The right of use is limited in time to the duration of the underlying Agreement. The right of use is limited to the contractually agreed licence parameters and quantities. Any use of the Contractual Software beyond the agreed scope is impermissible.

(2) The Licensee may use the Contractual Software only for its own business purposes and for the benefit of the Licensee's group companies under unified management. The right of use is granted exclusively for the country in which the Licensee has its registered office. The right of use may be exercised only on the network for which the licence was acquired.

§ 7 Contract Term and Termination

The contract term and termination of the Hosting shall be governed by the term of the agreed Subscription within the meaning of the Software GTC. Upon termination of the Subscription Licence, irrespective of the legal reason, all rights of use of the Licensee in the Contractual Software with respect to the Hosting shall also end.

§ 8 Data Protection

If Klingelberg processes personal data for the Licensee that is subject to the General Data Protection Regulation (GDPR), the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR on the basis of a template provided by Klingelberg.