

General Terms and Conditions of grommunio GmbH
Donau-City-Str. 7, 1220 Vienna

(hereinafter referred to as "Contractor")

1. Scope and validity of the contract

These General Terms and Conditions ("GTC") shall apply to offers and contracts of the Contractor with its contractual partners ("Client"), in particular for the provision of services ("Services"). Clients may be consumers or entrepreneurs.

grommunio is an open source based groupware product. The Client may download it free of charge. The software grommunio itself and any rights of use thereto are therefore not subject matter of the contract.

Services are in particular the provision of support and maintenance services as well as training.

The content of offers or contracts shall take precedence over these GTC. Otherwise, deviations from these General Terms and Conditions in contracts with other companies shall only be binding for the Contractor if they have been agreed in writing and signed.

The Client's general terms and conditions of business or purchase are hereby excluded for this legal transaction and the entire business relationship, unless the Contractor has consented to their validity. In the case of Clients who are entrepreneurs, such consent must be given expressly and in writing in order to be effective.

Contractual and business language is German.

2. Offer, conclusion of contract, subject matter of contract

Product descriptions and offers of the Contractor do not constitute binding offers, but serve for the submission of a binding offer of the Client by placing an order.

The contract shall only be deemed to have been concluded when the Contractor confirms the order after receipt thereof. Vis-à-vis consumers, the Contractor shall accept or reject an order within a maximum of ten working days.

With respect to entrepreneurs, any terms and conditions in the order that differ from the offer or that are not regulated in the offer of the Contractor shall not become part of the contract unless they are expressly confirmed by the Contractor in writing.

Amendments to the contract shall require the consent of the Contractor in order to be effective. Vis-à-vis entrepreneurs, such confirmation must be made expressly and in writing.

The Contractor shall be entitled to have the contract performed (in whole or in part) by expert employees or commercial/freelance cooperation partners/subcontractors.

Any services requested by the Client in addition to the scope of services shall be invoiced separately after prior agreement.

3. Prices, taxes and fees

All prices are in Euro plus the statutory value added tax. For consumers, however, the prices are indicated including the statutory value added tax. They only apply to the respective individual contract.

The list prices valid at the time of the conclusion of the contract shall apply.

The Services rendered by the Contractor shall be invoiced on the basis of the actual expenditure immediately after the Services have been rendered or on a monthly basis in the case of a contract term of more than one month.

The costs for travel, daily and overnight allowances shall be invoiced to the Client separately according to the rates agreed in each case. Travel times shall be deemed to be working time.

4. Performance dates

The Contractor shall endeavour to meet any notified deadlines for the provision of services as closely as possible. If the Client is a consumer, the Contractor shall inform the consumer of the new date at the latest four working days before the originally agreed date, whereby the claims of the consumer resulting from any delay shall remain unaffected. The Client shall not be entitled to any compensation or other claims arising from any non-compliance with deadlines or dates if the Client is an entrepreneur.

Hindrances to performance for which the Contractor is not responsible shall entitle the Contractor vis-à-vis Clients who are entrepreneurs to postpone the performance and/or any dates agreed in writing for the duration of the hindrance and an appropriate start-up period. This shall also apply if such events occur during an existing delay. It is irrelevant whether these circumstances occur with the Client, with the Contractor itself or with one of its suppliers / subcontractors.

5. Payment

The invoices issued by the Contractor, if applicable, including VAT, are payable net upon receipt of the invoice without any deduction and free of charge. For partial invoices, the terms of payment specified for the overall order shall apply analogously.

Any difficulties in the transfer of invoice amounts shall be borne by the Client. With regard to entrepreneurs, it is exclusively left to the Contractor to decide to which of several claims incoming payments are credited. Within the same claim, incoming amounts from entrepreneurs shall first be credited to costs, then to interest and finally to capital.

In the case of orders comprising several units (e.g. training courses, realisation in partial steps), the Contractor shall be entitled to issue an invoice after each individual service has been rendered.

In the case of entrepreneurs, compliance with the agreed payment dates shall constitute an essential condition for the performance of the Services. If a Client who is an entrepreneur is in default with payment, the Contractor shall be entitled

- to postpone the fulfilment of its own obligations, including those to be rendered to the Client under another title, of any kind whatsoever, until payment has been

made and to withhold the Services or to interrupt or discontinue the rendering of the Services;

- to demand payment of the entire outstanding price or remuneration (loss of date);
- to claim security, also for claims not yet due, from all agreements at the Contractor's discretion;
- to charge interest on arrears from the due date in the amount of the usual bank rate for overdrafts, but at least 12% interest p.a;
- to withdraw from the contract if a reasonable period of grace is not met.

The statutory default interest rate of 4% p.a. shall apply vis-à-vis consumers.

If the Client is an entrepreneur he shall not be entitled to withhold payments due to guarantee, warranty or other claims or complaints.

If the Client is an entrepreneur, he shall not be entitled to offset any claim he may have against the Contractor against a claim of the Contractor (offsetting prohibition).

6. Services

The Contractor offers the following support packages:

- grommunio Basic;
- grommunio Plus;
- grommunio Business;
- grommunio Enterprise.

In addition, or - depending on the service description - within this framework, the Contractor may also offer support, maintenance and training.

Training is considered to be those measures which enable users to operate and run the grommunio software in an optimal way.

Support is understood to be that assistance (depending on the support package) on the telephone, by e-mail or via remote maintenance that enables the Client to resolve a current problem and to continue working. Support services not agreed in support packages can - at the Contractor's own discretion - be ordered individually from the Contractor.

Maintenance are the contractually determined programming services offered by grommunio.

The Services agreed with the Client result from the offer, which specifies the respective service category or the other software support Services. The service categories grommunio Basic, grommunio Plus, grommunio Business and grommunio Enterprise are described conclusively in Annex 1 to these GTC. Other software support Services are defined according to individual orders made by the Client.

Services that are not listed in Annex 1 in the respective service category are not included in the subject matter of the contract and are therefore not owed. For the avoidance of doubt, in particular the following services are not included in any of the service categories:

- Conversion of the software to a different hardware system*.

- Creation of individual programs*.
- Training on the phone and remote maintenance*
- Extension of the software according to the special wishes and requirements of the Client*
- Support and information on other software and hardware*
- Elimination of malfunctions and damage caused by improper handling on the part of the Client, in particular by unauthorized modifications to the software, by the actions of third parties or by force majeure*
- Elimination of malfunctions and damage caused by environmental conditions at the location of the Client's hardware, by faults or non-performance of the power supply, by faulty hardware or other effects for which the Contractor is not responsible*.
- Removal of computer viruses, malware, Trojans or other malicious software*

* These services can - at the Contractor's own discretion - be commissioned from the Contractor at the Client's expense.

7. Service levels

The service levels in accordance with Appendix 2 apply.

8. Cooperation obligations of the Client

The Client shall be subject to the following obligations to cooperate and other obligations:

All Services in this contract refer to the latest version of the grommunio software. No Services are provided for previous versions of the software.

The Client must have an Internet connection (minimum speed "ADSL") that complies with the technical standards at the time the Service is provided, if he wishes to make use of the corresponding remote support within the scope of the support offer.

Remote maintenance software recommended by the Contractor shall be installed by the Client at its own expense after first request by the Contractor.

Error messages must be submitted in writing to support@grommunio.com or verbally to the support hotline of the respective geographically nearest location. The current contact information can be found on the website <https://grommunio.com>. The Client has to report errors immediately and will support the Contractor comprehensively in troubleshooting and correction of errors. This includes, in particular, providing the Contractor with a comprehensible description of the error and submitting or transmitting other data (e.g. screenshots) and protocols (e.g. error logs) to the Contractor upon first request.

If the Client is an entrepreneur he must name a system manager who is the Contractor's contact person in all questions regarding the execution of this contract. In this case, the Client has to ensure that the system manager is knowledgeable and can make decisions relating to this contract himself or arrange for them to be made in a timely manner. The

Client may appoint a representative responsible for the system, e.g. an officially accredited grommunio partner.

Troubleshooting shall be carried out within the framework of the support options provided depending on the concluded support level/service package. The Client has to ensure that a remote maintenance access, which is secured according to the current state of the art, is set up and that this access is available to the Contractor at least during the maintenance times. Furthermore, the Client shall keep the technical facilities required for the performance of the maintenance work, such as power supply, telephone connection and data transmission services, ready for operation and provide them to the Contractor free of charge to a reasonable extent.

It is the Client's responsibility to carry out and check regular data backups and to properly maintain and service the system environment of the software.

9. Rights of use:

grommunio is an open source based groupware product. The Client may download it free of charge and is entitled to use it in accordance with the applicable open source licenses. grommunio itself is therefore not the subject matter of the contract, and the Contractor consequently owes neither warranty nor liability for it.

The Client shall receive the non-exclusive, non-sublicensable and non-transferable right to use the results of the Services only for internal company use (or, in the case of consumers, for the Client's own use) for the purpose defined in the contract. All other rights of exploitation or use shall remain with the Contractor; in the case of entrepreneurs, irrespective of whether the service was developed solely by the Contractor or by both parties.

The use of the results of Services rendered for companies affiliated with the Client or other third parties requires a separate, written agreement.

The Client is - subject to a separate written agreement - in principle not entitled to make the results of the Services available to any third parties, in part or in full, against payment or free of charge, or to make them available or rent them out.

For the avoidance of doubt, however, the in if provided for in a corresponding contractual agreement (e.g. in the offer or individual contract) Client is entitled to make the results of the services available to third parties (e.g. end customers named therein) so that these third parties are entitled to use them to the same extent as described herein.

The following shall apply vis-à-vis entrepreneurs: The Contractor warrants that it is not aware that the services encroach on the rights of third parties. The Client shall have no further claim in this respect.

10. Contract period and right of withdrawal

The subscription relationship underlying the contract is concluded for the agreed period. However, it may be terminated in writing by one of the two contracting parties at the end of each contractual year subject to a 4-week notice period.

If the Client is an entrepreneur, the following applies:

The Contractor is entitled to withdraw from the contract concluded with the Client:

- in the event of repeated or serious breach of the contract or of these GTC;
- in the event of a deterioration in the Client's financial circumstances;
- in case of the Client's acquisition by a competitor of the Contractor;
- in the event of the opening of insolvency proceedings against the Client's company;
- in the event of non-continuation of the Client's business in insolvency proceedings;
- in the event of default on the part of the Client in the fulfilment of contractual obligations after the Contractor has set a reasonable period of grace;
- in the event of the Client's breach of any ancillary obligations agreed in the contract or in these GTC;
- if the termination of the contract is indispensable to avert personal or economic disadvantages for the Contractor.

In the event that insolvency proceedings are opened against the Client's company, the Contractor reserves the right to change the terms of payment or performance, in particular to switch to payment-on-delivery or to oblige the Client to make advance payment; in the event of the Contractor's obligation to provide advance performance, this shall be cancelled or the Contractor shall in the future only provide its performance against the payment of a deposit by the Client.

Force majeure, labour disputes, natural disasters and transport bans as well as other circumstances beyond the Contractor's control shall release the Contractor from the obligation to provide the Services or allow the Contractor to reschedule the agreed delivery or performance time.

Cancellations by the Client are only possible with the written consent of the Contractor. If the Contractor agrees to a cancellation, he shall be entitled to charge a cancellation fee in the amount of 30% of the not yet invoiced order value of the overall project, in addition to the services rendered and costs incurred.

If the Client is a consumer, the statutory provisions shall apply, in particular the following right of revocation.

11. Revocation by consumers

If the Client as a consumer concludes a contract with the Contractor and if the Client and the Contractor exclusively use means of remote communication (e.g. ordering via an online shop or via trading platforms as well as telephone or fax) for the contract negotiations and the conclusion of the contract, the Client shall have the right to without stating reasons revoke the contract concluded with the Contractor.

The revocation period is fourteen days from the date of conclusion of the contract.

In order to exercise the right of revocation, the Client must inform the Contractor (grommunio GmbH, Donau-City-Str. 7, 1220 Vienna, office@grommunio.com) of the decision to revoke this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). The Client can use the attached sample revocation form for this purpose, which is, however, not mandatory.

In order to comply with the revocation period, it is sufficient that the Client sends the notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of revocation

If the Client revokes the contract, the Contractor shall repay to the Client all payments that the Contractor has received from the Client, including the delivery costs (with the exception of the additional costs resulting from the fact that the Client has chosen a type of delivery other than the cheapest standard delivery offered by the Contractor), without delay and at the latest within fourteen days from the day on which the Contractor received the notification of the Client's revocation of this contract. For this repayment, the Contractor will use the same means of payment that the Client used for the original transaction, unless expressly agreed otherwise with the Client; in no case will the Client be charged for this repayment.

If the Client has requested that the Services shall already be provided during the revocation period, the Client shall pay the Contractor a reasonable amount corresponding to the proportion of the Services already provided up to the point at which the Client notifies the Contractor of the exercise of the right of revocation compared to the total scope of the Services provided for in the contract.

Sample revocation form

The Client may use the following form and send it to us if he wants to revoke the contract:

To grommunio GmbH, Donau-City-Str. 7, 1220 Vienna, e-mail: office@grommunio.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods/services (*):

Ordered on (*)/received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of the consumer(s) (only in the case of notification on paper)

12. Warranty, maintenance, modifications

If the Client is an entrepreneur, the following applies:

In the case of Services, the Contractor shall ensure that

- the provision of Services is carried out in accordance with the state of the art;
- a high standard of care and quality is applied in the performance of the contract;
- only competent personnel are employed in the provision of Services.

The Contractor shall not make any performance promises or guarantees beyond this (with the exception of the response times for the service packages contained in Annex 2).

If a responsibility for success is expressly agreed in the contract, the Contractor warrants that the Services rendered comply with the contractually agreed specifications in all aspects essential for the Client and are not afflicted with errors that in comparison significantly nullify or reduce their suitability. The Contractor

does not make any further performance promises or guarantees. The Contractor cannot guarantee that the functions contained in the service results will run uninterruptedly and error-free in a combination selected by the Client (unless specified from the outset by test cases supplied by the Client). This assurance can also not be guaranteed if there are changes in the system environment. Any warranty for defects due to hardware or operating system errors is excluded.

Defective Services shall be notified in writing by the Client within 14 days of knowledge thereof or within 14 days of the point in time at which the Client should have become aware of the defect if it had exercised due diligence or within 14 days of acceptance of the program (if this is specified in the offer). Notices of defects shall only be valid if they concern reproducible defects. The Contractor shall be entitled to examine alleged defects at any time and repeatedly, otherwise any warranty claims of the Client shall expire. The costs of such examination shall be borne by the Client if the notice of defect turns out to be unjustified.

In the event of justified warranty claims, the Contractor undertakes, at its discretion, to remedy defects in the Services either by improvement or replacement within a reasonable period. If two attempts at improvement or replacement fail, the Client may withdraw from the contract, except in the case of insignificant defects.

Notwithstanding the above-mentioned time limits, warranty claims shall become statute-barred in any case after one year from the date of performance of the Service or from the date of acceptance (in the event that such acceptance is stipulated in the offer).

The statutory presumption of defects under § 924 ABGB is excluded. The proof of the existence of a defect at the time of the provision of the Service or acceptance shall therefore be incumbent on the Client in any case. The Contractor shall not be liable for consequential damage caused by a defect on the grounds of compensation for damages. Costs for assistance, misdiagnosis and elimination of errors and faults for which the Client is responsible as well as other corrections, changes and additions shall be carried out by the Contractor against payment.

The Contractor assumes no warranty for errors, malfunctions or damage resulting from changes to the Services by the Client itself or by third parties, improper operation, changed operating system components, interfaces and parameters, use of unsuitable organizational means and data carriers, insofar as such are prescribed, abnormal operating conditions (especially deviations from the installation and storage conditions) as well as damage in transport and the like.

If the Contractor does not comply with its obligation to remedy defects, or if the Contractor violates its response obligations according to the SLA (Annex 2) more than twice within one calendar quarter, the Client may terminate the contract extraordinarily after setting a reasonable grace period.

Insofar as the subject of the order is the change or addition to already existing programs, the warranty relates to the change or addition. The warranty for the original program shall not be revived thereby.

It is clarified that no warranty and liability is assumed for software modules not developed by grommunio.

The warranty claims set forth herein are conclusive.

Notices of defects, warranty inspections and the implementation of warranties do not interrupt the warranty and limitation periods.

The Client is not entitled to withhold payments on account of any warranty claims.

If the Client is a consumer, the statutory warranty regulations shall apply.

13. Liability

The Contractor shall only be liable to entrepreneurs for damage caused within the scope of the performance of the contract if the Contractor or the vicarious agents working for the Contractor can be proven to have acted intentionally or with blatant gross negligence. Claims for damages in cases of slight as well as normal gross negligence are excluded. This exclusion does not apply to personal injury or product liability claims. The burden of proof for the existence of blatant gross negligence or intent lies with the Client. Furthermore, liability for indirect damage, collateral damage and consequential damage, including loss of profit, loss of turnover and interest, legal costs and damage resulting from loss of data or use of data, is excluded.

Liability towards consumers is excluded for slight negligence. This exclusion of liability shall not apply in the event of a breach of principal contractual obligations, personal injury or product liability claims.

14. Loyalty

The contracting parties agree to be loyal to each other. They shall refrain from any enticement and employment, also via third parties, of the other contractual partner's employees who have worked on the realization of the contract for the duration of the contract and 12 months after termination of the contract. The contracting party in breach of this provision shall be obliged to pay liquidated damages in the amount of one year's salary of the employee. The judicial right of moderation shall apply.

15. Data protection and confidentiality

In accordance with the provisions of the Data Protection Act, the Contractor guarantees to comply with the obligation to maintain data secrecy and obliges its employees to comply with this obligation.

The terms and conditions for commissioned processing pursuant to Art. 28 of the General Data Protection Regulation (GDPR) which are contained in Annex 3 are part of these GTC.

The contracting parties undertake to maintain secrecy about all matters that become known in connection with the performance of the contract and to transfer this confidentiality obligation on their employees and vicarious agents.

The confidentiality obligation shall also apply for an unlimited period of time after termination of the business relationship.

Exceptions are cases in which there is a legal obligation to provide information.

16. Changes to the GTC

The Contractor shall be entitled to amend these GTC in accordance with the following provisions:

The Client shall be notified by e-mail to the Client's notified e-mail address of any amendments to the GTC before they come into force. If the Client does not expressly object to the amendment within 14 calendar days of receipt of the message - which

shall also explicitly refer to the effect of any silence as well as the corresponding deadline for objection - the amendment shall be deemed to have been accepted. In the event of an objection, the old GTC shall continue to apply; in this case, the Contractor reserves the right to ordinarily terminate the contract with the Client.

In relation to Clients who are consumers, such changes to the GTC may only be minor and reasonable for the Client, may not affect any main performance obligations and may only affect changes which are necessary and objectively justified in order to offer the Contractor's services in the best possible way and to protect the interests of the Client.

17. Other

Unless otherwise expressly agreed, the place of performance for all transactions shall be the Contractor's place of business.

The following paragraph applies to Clients who are entrepreneurs: Should individual provisions of this contract be or become invalid, this shall not affect the remaining content of this contract. The contracting parties shall cooperate in partnership to find a provision that comes as close as possible to the invalid provisions.

The Client grants the Contractor the right to use the Client as a reference after conclusion of the contract, unless the Client objects.

18. Final provisions

All disputes arising from or in connection with the contracts concluded between the Client and the Contractor shall be governed by Austrian law, to the exclusion of conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, however, this choice of law shall only apply to the extent that the consumer in any case enjoys the protection of the mandatory provisions of the law of the country in which he has his habitual place of residence.

For consumers, the statutory venues of jurisdiction shall apply. For any disputes in relation to entrepreneurs, the Commercial Court of Vienna shall be exclusively competent.

If the Client is an entrepreneur, important notifications shall be made in writing, by fax or by e-mail and shall be addressed to the contact person named in the Contractor's offer. If the Client is an entrepreneur, the Client's notifications regarding defects, setting of a grace period due to delay, changes to or termination of the contractual relationship concluded with the Contractor shall only be legally effective if they are signed by the Client with its company signature.

Annex 1 - Performance variants

grommunio Basic

1. Maintenance and support of the software parts developed by the Contractor of the module grommunio in the event of legal and software-related necessary changes, as well as the free update option to the currently valid program version.
2. Passing on of software improvements that have been developed exclusively by the Contractor, as far as they concern the standard version.
3. Access to the grommunio online manual for quick self-help or further training.
4. Use of the grommunio support e-mail address to contact support directly and request assistance.

grommunio Plus

1. Maintenance and support of the software parts developed by the Contractor, the modules grommunio, grommunio meet, and grommunio chat in the event of legal and software-related necessary changes, as well as the free update option to the currently valid program version.
2. Passing on of software improvements that have been developed exclusively by the Contractor, as far as they concern the standard version.
3. Access to the grommunio online manual for quick self-help or further training.
4. Use of the grommunio support e-mail address to contact support directly and request assistance.
5. Access to the grommunio support hotline to contact support directly and request assistance.

grommunio Business

1. Maintenance and support of the software parts developed by the Contractor, the modules grommunio, grommunio meet, grommunio chat, grommunio files, grommunio archive and grommunio mdm in the event of legal and software-related necessary changes, as well as the free update possibility to the currently valid program version.
2. Passing on of software improvements that have been developed exclusively by the Contractor, as far as they concern the standard version.
3. Access to the grommunio online manual for quick self-help or further training.
4. Use of the grommunio support e-mail address to contact support directly and request assistance.
5. Access to the grommunio support hotline to contact support directly and request assistance.
6. Maintenance and support of special environments in terms of high availability, geographically or logically distributed installations, hosting environments or archive integrations.

grommunio Enterprise

1. Maintenance and support of the software parts developed by the Contractor, the modules grommunio, grommunio meet, grommunio chat, grommunio files, grommunio archive and grommunio mdm in case of legal and software-related necessary changes, as well as the free update possibility to the currently valid program version.
2. Passing on of software improvements that have been developed exclusively by the Contractor, as far as they concern the standard version.
3. Access to the grommunio online manual for quick self-help or further training.
4. Use of the grommunio support e-mail address to contact support directly and request assistance.
5. Access to the grommunio support hotline to contact support directly and request assistance.
6. Maintenance and support of special environments in terms of high availability, geographically or logically distributed installations, hosting environments or archive integrations.
7. Use of 24/7 emergency support by means of a callback service, even outside support hours.

Annex 2 - Service Level Agreement (SLA)

1. Services

The maintenance services serve the continuous and error-free provision of the grommunio software and are provided as part of the service packages within the grommunio support hours, Monday to Friday from 08:00 to 17:00 CET.

2. Service level

2.1 Error classes

The evaluation and prioritization of errors in the provision of the software (functions according to the offer and product description or usually assumed properties are not given) is carried out by the support according to the criteria listed below.

2.1.1 Priority 1

The error causes the system or service to be unavailable or unavailable for use.

Example for priority 1: The grommunio appliance does not boot and therefore cannot provide its services.

2.1.2 Priority 2

The error causes significant restrictions on the use of important functions that cannot be circumvented by suitable measures for a reasonable period of time that can be expected of the end customer.

Example for priority 2: E-mails can neither be sent nor received via grommunio.

2.1.3 Priority 3

The error causes insignificant usage restrictions on some functions, which can be circumvented by the end customer by taking appropriate measures.

Example for priority 3: Logging in to grommunio web is not possible.

2.2 Availability

The software is operated at the Client's site. The availability is therefore solely the responsibility of the Client and its systems.

2.3 Response times for error messages

The response time is the period between the opening of a error message in the licensor's ticket system and the first qualified measure for error analysis and error correction.

For clarification it is stated that the Contractor makes efforts to speed up the error correction, but cannot give any guarantees as to the duration (fixed time) of the error correction.

- Priority 1: 4 hours response time

- Priority 2: 8 hours response time

- Priority 3: 24 hours response time

3. Error messages

Error messages must be submitted in writing to support@grommunio.com or verbally to the support hotline of the respective geographically nearest location. The current contact information can be found on the website <https://grommunio.com>. The Client has to report errors immediately and will support the Contractor comprehensively in a troubleshooting as well as in the correction of errors. In particular, this includes providing the Contractor with a comprehensible description of the error and submitting or transmitting other data (e.g. screenshots) and logs (e.g. error logs) to the Contractor upon first request.

Annex 3 - Conditions for commissioned processing pursuant to Art. 28 of the General Data Protection Regulation (GDPR)

If personal data of the Client (this can be personal master data, communication data, contract master data, customer history, contract billing and payment data of the Client or contractual partners of the Client) is processed by the Contractor on behalf of the Client, the following conditions of commissioned data processing according to Art. 28 GDPR apply:

1. Subject matter and duration of the commissioned processing

1.1 In case of the provision of maintenance and support services by the Contractor, access to personal data (within the scope of the grommunio software) of the Client (as well Client's customers) may occur. The use and handling of this data is regulated by these terms and conditions.

1.2 The duration of the commissioned processing corresponds to the duration of the provision of maintenance and support services by the Contractor to the Client.

2. Instruction for data processing

The Contractor does not process the data which are processed on order on its own authority, but only on basis of the contract concluded between the Contractor and the Client or according to documented instructions of the Client, unless the Contractor is required by law to process data; in such a case, the Contractor shall notify the Client of such legal requirements prior to processing, unless the relevant law prohibits such notification due to an important public interest. The Contractor shall notify the Client if the Contractor believes that an instruction violates legal provisions.

3. Place of data processing

The provision of the contractually agreed data processing shall take place exclusively in a member state of the European Union or in another contracting state of the Agreement on the European Economic Area. Any relocation to a third country requires the prior consent of the Client and may only take place if the special requirements of Art. 44 et seq. of the GDPR are met.

4. Technical and organizational measures

4.1 The Contractor has to establish security pursuant to Art. 28 Para. 3 lit. c, 32 GDPR, in particular in connection with Art. 5 Para. 1, 2 GDPR. Overall, the measures to be taken are data security measures and measures which ensure a risk-appropriate level of protection with regard to confidentiality, integrity, availability and the resilience of the systems. The state of the art, the implementation costs and the nature, scope and purposes of the processing as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons within the meaning of Art. 32 Para. 1 of the GDPR must be taken into account.

4.2 The technical and organizational measures are subject to technical progress and further development. In this respect, the Contractor is permitted to implement alternative adequate measures. In doing so, the security level of the specified measures must not be undercut. Significant changes are to be documented.

5. Quality assurance and other obligations

5.1 In order to maintain confidentiality in accordance with Art. 28 Para. 3 S. 2 lit. b, 29, 32 (4) GDPR, the following obligations shall apply:

- a) the Contractor shall only use employees in the performance of the work who have been obligated to confidentiality and who have previously been familiarized with the data protection provisions relevant to them. The Contractor and any person subordinate to the Contractor who has access to personal data may only process such data in accordance with the Client's instructions, including the powers granted in this contract, unless they are required by law to process such data.
- b) The implementation of and compliance with all technical and organizational measures required for this order in accordance with Art. 28 Para. 3 S. 2 lit. c, 32 GDPR.
- c) the Contractor regularly monitors internal processes and technical and organizational measures to ensure that processing within its area of responsibility is carried out in accordance with the requirements of applicable data protection law and that the rights of the data subject are protected.
- d) Verifiability of the technical and organizational measures taken vis-à-vis the Client within the scope of his control powers.

6. Subcontracting relationships

6.1 Subcontracting relationships in the sense of this regulation are such services which directly relate to the provision of the main service. This does not include ancillary services which the Contractor uses e.g. as telecommunication services, postal/transport services, maintenance and user service or the disposal of data carriers as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing systems. The Contractor is, however, obligated to enter into appropriate and legally compliant contractual agreements as well as control measures to ensure data protection and data security of the Client's data also in the case of outsourced ancillary services.

6.2 The complete list of all subcontractors can be found in the partner section of the partner portal at: <https://portal.grommunio.com/partners>. The Client agrees to a possible commissioning of the subcontractors listed under this link, this under the condition of a contractual agreement in accordance with Art. 28 para. 2 and 4 GDPR.

6.3 Outsourcing to subcontractors or changing the existing subcontractor is permissible insofar as:

- the Contractor notifies the Client in writing or in text form of such outsourcing to subcontractors a reasonable time in advance, and
- the Client does not object to the planned outsourcing to the Contractor in writing or in text form by the time of the transfer of the data, and
- a contractual agreement in accordance with Art. 28 Para. 2 and 4 of the GDPR is used as a basis.

6.4 The transfer of the Client's personal data to the subcontractor and the first activity of the subcontractor shall only be permitted after all requirements for subcontracting have been met.

6.5 The Contractor is liable to the Client for the compliance with the obligations of the subcontractor.

7. Support services

7.1 The Contractor shall, taking into account the nature of the processing and the information available to it, assist the Client in complying with the obligations set out in Art. 32 to 36 of the GDPR.

7.2 The Contractor shall, taking into account the nature of the processing and the information available, support the Client as far as possible with appropriate technical and organizational measures to enable the Client to comply with its obligations to respond to requests to exercise the rights of data subjects referred to in Art. 12 to 22 of the GDPR.

8. Control rights of the Client

In agreement with the Contractor, the Client has the right to carry out inspections or to have inspections carried out by an inspector to be named in the individual case in order to convince himself of the Contractor's compliance with this agreement. The Contractor will provide the Client with all information necessary for this purpose.

9. Deletion and return of personal data

After completion of the contractually agreed work or earlier after the Client's request, the Contractor shall hand over to the Client all documents, processing and usage results created as well as data files related to the contractual relationship that have come into its possession or, after prior consent, destroy them in accordance with data protection law, unless the Contractor is obliged to store them. Documentation which serves as proof of the orderly and proper data processing and service provision shall be stored by the Contractor in accordance with the respective retention periods beyond the end of the contract.

10. Remuneration

For services which the Contractor has to provide in support according to the obligations of this agreement as per Annex 1, the Contractor receives a fee according to the currently valid price list.

For services which go beyond the obligations of this agreement according to Annex 1 the Contractor receives a fee, which is calculated according to the general hourly rates for IT support services.