/CAMAO **TEC**

CAMAO IDC GmbH

General Terms and Conditions

1. Conclusion of contract and amendments

1.1 CAMAO provides all services on the basis of the contract concluded with the customer (e.g. framework agreement, accepted offer) and these GTC. The GTC also apply to all future transactions between CAMAO and the customer. The validity of the customer's terms and conditions is excluded.

1.2 Existing framework agreements, contracts or other individual agreements between the customer and CAMAO shall take precedence over these GTC with regard to their subject matter in the event of contradictions.

1.3 CAMAO's offers shall expire at the latest one month after they are made, unless their content indicates otherwise.

1.4 On the part of CAMAO, only the management or employees authorized by it in writing to do so are authorized to amend these GTC or to assume guarantees.

2. Service content and changes to services

2.1 The type and scope of the services owed by CAMAO will be described, as far as possible, in the offer or contract. Insofar as necessary (e.g. in the case of software development or development of campaigns), they will be further developed on this basis within the framework of project management, e.g. in an upstream conception phase or continuously within the framework of implementation.

2.2 CAMAO only owes the following services if this has been expressly agreed:
2.2.1. examination or procurement of rights to media (e.g. images, photos, sounds, motion pictures, films, datafeeds);
2.2.2. examination or licensing of industrial property rights (e.g. patents, utility models, design patents);
2.2.3. transfer of source code;
2.2.4. the examination of legal issues, in particular the performance of trademark searches, their evaluation,an examination of possible collisions of the Services with pre-existing industrial property rights (e.g. trademarks, designs or utility models), legal review of the concepts or processes specified by the customer for CAMAO's services (e.g. compliance of order processes specified by the customer with regulations on distance selling or data protection) and/or a legal review of the services under competition law (e.g. advertising comparisons, top position advertising, special legal restrictions on advertising);
2.2.5. bringing about a special/work-contractual success.

2.3. insofar as this is not contractually stipulated or the customer is entitled to direct and control the cooperation, CAMAO is free in how it designs and implements the services. This applies in particular to standards, guidelines and norms (e.g. DIN, ISO, W3C, accessibility), unless they are part of the state of the art and are generally used.

2.4 The customer shall communicate any subsequent change requests as early as possible as a concrete and testable proposal. CAMAO shall examine the change request on a rough basis with regard to additional costs. Cost increases of up to 15% are to be remunerated by the customer without separate approval, unless a fixed price has been agreed. In other cases or in the event of additional testing requirements, the contracting parties shall consult with each other. Change requests shall result in a corresponding postponement of dates and deadlines by the duration of the review and coordination. Otherwise, until agreement is reached, the originally agreed-upon service content shall remain in effect.

2.5 If CAMAO provides more than insignificant additional services at the instigation of the customer, these will, in case of doubt, be remunerated on a time-fee basis in accordance with CAMAO's general rates.

2.6 CAMAO can refuse to provide its services or make them dependent on the provision of security for the outstanding remuneration if it becomes apparent after conclusion of the contract that the claim to remuneration is at risk due to the customer's inability to pay. Endangerment shall be assumed in particular if the customer fails to pay remuneration that is due despite a reminder. Further rights of CAMAO remain unaffected.

3. Party services, third-party service providers, subcontractors

3.1 Insofar as third-party services (hereinafter referred to as Third-Party Services) are identified in the offer or contract, e.g. standard software (e.g. libraries, components), media (e.g. images (esp. stock photos), sounds, films, data feeds), advertising media production (e.g. photo shoots, TV commercials), advertising opportunities (e.g. advertising space, advertising placements) or equipment (e.g. test devices, IT equipment), CAMAO is authorized to use these on behalf of the Customer or itself at Customer's expense (including any subsequent costs) in accordance with the terms and conditions (including license terms) of the manufacturer/supplier or their distributors or to procure the relevant contract. Customer shall comply with all relevant terms and conditions for Third Party Services (including open source, freeware or Creative Commons terms and conditions) and shall independently execute any necessary contract or license extensions. The provision of the third-party service is not the responsibility of CAMAO. CAMAO is not responsible for any fault on the part of the provider of the third-party service. CAMAO is not obliged to disburse the remuneration for third-party services. CAMAO is entitled - unless otherwise agreed - to demand an appropriate service fee (regularly 20% of the third-party service) for the processing of third-party services (e.g. obtaining quotations, commissioning, contract processing, etc.).

3.2 If the customer engages additional service providers (hereinafter referred to as "third-party service providers"), they shall be deemed to be vicarious agents of the customer. As the client of both CAMAO and the third-party service provider, the customer is responsible for the stringent and manageable demarcation, coordination and monitoring of the areas of activity and responsibility of the various contractors. The customer will independently take the necessary management and control measures.

3.3 CAMAO is entitled to engage subcontractors or freelancers unless there is an important reason, recognizable to CAMAO, against their involvement.

4. Rights of use and exploitation, reservation of rights and title

4.1 Subject to any agreement to the contrary, the customer shall be granted a non-exclusive right to use CAMAO's services for the contractually intended purposes. To the extent necessary for this purpose, the customer may transfer the right of use to third parties or make changes to the services. The rights of use of certain components of the services may be restricted by third-party licenses (e.g. open source or commercial product licenses, image rights).

4.2 CAMAO will not transfer the entirety of the services for the customer or the complete customer-specific design without modifications to other customers. However, CAMAO remains entitled to continue to use generally valid components and elements (e.g. libraries, modules, construction kits, templates, tools) within the scope of its business operations and to exploit them without customer-specific details.

4.3 The rights of use of third-party services (see section 3.1) are exclusively based on the contract with the third-party service provider.

4.4 The granting of rights of use or exploitation by CAMAO is subject to the condition precedent that the remuneration owed for the corresponding services has been paid in full by the customer. Until payment has been made in full, the customer is revocably permitted to use the services within the scope of the actions to be performed by the customer in accordance with the contract (e.g. tests) or contractually intended uses. The revocable permission expires if the customer defaults on payment of a not insignificant portion of the remuneration.

4.5 If CAMAO makes changes to services previously provided to the customer by CAMAO, the rights of use granted to the customer correspond to the rights of use agreed when the original service was provided.

4.6 The customer shall retain unchanged copyright (e.g. copyright notices) or other references to CAMAO in or on services.

4.7 CAMAO retains ownership of delivered items until full payment has been made by the customer.

4.8 The customer is only granted simple rights of use to the content of pitches, presentations, offers or cost estimates that are free of charge to the customer for the purpose of checking whether CAMAO has been commissioned. The customer is not entitled to use CAMAO's services contained therein in any other way or to exploit them or have them exploited. The customer shall not acquire ownership of documents, models, drafts etc. provided in this context and shall return these immediately after a decision has been made regarding an order from CAMAO.

5. Remuneration and terms of payment

5.1 The services provided by CAMAO will be remunerated on a time-fee basis on the basis of the actual workload at CAMAO's standard hourly rates (time-fee basis) unless otherwise agreed. CAMAO will invoice in billing intervals of 10 minutes or part thereof. If CAMAO is active outside normal business hours at the request of the customer (Monday to Friday with the exception of public holidays at the CAMAO headquarters, in each case from 09:00 to 17:00), the remuneration shall be increased by 50%.

Insofar as daily rates are agreed, this shall include a work performance of 8 hours per day during CAMAO's normal business hours.

5.2 In the case of invoicing on a time-rate basis, CAMAO is entitled to invoice on a monthly basis. In the case of fixed prices, 30% shall be due upon conclusion of the contract, 40% at the latest upon handover and 30% at the latest upon delivery of the service or - insofar as acceptance is required due to the nature of the service - upon acceptance by the customer. CAMAO is also permitted to make down payments to a reasonable extent, taking into account the value of the services provided by and owed in accordance with the contract. If the services provided by CAMAO are not in accordance with the contract, the customer can refuse payment of an appropriate part of the down payment.

5.3 If CAMAO states (e.g. in the contract) anticipated expenses for services, this represents a non-binding cost estimate (KVA), for the correctness of which CAMAO accepts no liability. If there is a risk of the KVA being exceeded by more than 15% - in which case CAMAO shall inform the customer of this without delay – the customer may terminate the corresponding commission for this reason within two weeks of becoming aware of this; CAMAO shall then be remunerated for the services actually provided and reimbursed for any costs incurred.

5.4 Subject to the provisions in Clause 2, fixed prices expressly stated in the contract shall neither be undercut nor exceeded.

5.5 For services which CAMAO, in agreement with the customer, does not provide at its registered office, travel times, costs and expenses will be invoiced separately at the maximum tax rates applicable at the time or against individual proof. Travel times are working times.

5.6 Invoices are to be paid within 14 days after receipt.

5.7 All prices are subject to the applicable statutory value added tax.

5.8. The customer shall raise objections to CAMAO invoices within three months of receipt at the latest. If the customer fails to assert objections in good time, he shall be excluded from this, unless he is demonstrably not responsible for the failure to assert objections in good time. CAMAO will inform the customer of the exclusion effect in each case when issuing the invoice.

5.9 The payment terms are otherwise determined in accordance with the relevant statutory provisions.

6. Obligations of the customer

6.1 The customer shall support CAMAO in the provision of services without being requested to do so and to a reasonable extent, in particular by immediately communicating instructions and approvals and responding to queries. The customer shall draw CAMAO's attention to the extent to which it has not performed, has not performed on time or has not performed in full its obligations or is unlikely to perform them. The customer shall fulfill its obligations under this Clause 6 at its own expense.

6.2 The customer shall provide the necessary (technical) information, materials and documents (hereinafter together: material). The customer shall only supply such material that has the formats required by CAMAO and is quality-assured with regard to content and carrier (including checking for

malware, viruses or other technical problems). The customer retains a copy of the material during the collaboration. CAMAO is entitled to use the material freely in accordance with the purpose of the contract, unless the customer expressly indicates otherwise. CAMAO is not responsible for service restrictions based on a breach of duty by the customer in making the material available, unless CAMAO is responsible for this intentionally or through gross negligence.

6.3 The customer shall ensure and be responsible for ensuring that the material provided by him/her does not violate legal or official regulations (e.g. regarding the protection of minors, data protection or competition law) and is free of third-party rights (in particular personal rights or copyrights), which could conflict with the intended use. The customer shall indemnify CAMAO in this respect against all claims, including reasonable legal costs. In the event of doubt, CAMAO is entitled to discontinue its services and to demand reasonable security from the customer for the continuation of services.

6.4 The customer shall be responsible for any necessary name and trademark research, corresponding applications and/or registrations of services as property rights and for checking the legality (e.g. in accordance with data protection, competition and/or trademark law).

6.5 The customer shall name a competent contact person vis-à-vis CAMAO who is not to be replaced for the duration of the respective project and who is authorized to make and receive binding declarations for the customer. The customer shall bear the additional costs of a replacement of his contact person. The customer shall inform CAMAO immediately of any changes in the person of the contact person; until then, the old information shall continue to apply.

6.6 In the event that services are provided by CAMAO at the customer's premises, the customer shall provide CAMAO with suitably equipped workstations for this purpose free of charge.

6.7 It is the customer's responsibility to check the suitability of the specifications of the services selected by him for his needs, if necessary using consulting services from CAMAO or third parties. The customer is responsible for selecting the services he wishes to receive from CAMAO.

6.8 If the customer defaults on the fulfillment of an act of cooperation or fails to fulfill it properly, CAMAO may demand reasonable compensation, which includes the costs of waiting time (holding costs). CAMAO's other rights arising from default or breach of duty by the customer, in particular claims for compensation, remain unaffected.

6.9 CAMAO is not responsible for service restrictions based on a breach of duty or obligation by the customer, unless CAMAO is responsible for this intentionally or through gross negligence.

7. term, termination, delivery, dates

7.1 If a specific term is stipulated in the contract or offer, the contractual relationship may not be terminated until its expiry. In this case, the contractual relationship shall be extended in each case by the duration of the preceding term, but by no more than one year, unless it is terminated with three months' notice to the end of the term.

7.2 If the contract or offer does not provide for a term, either party may terminate the contractual relationship with three months' notice to the end of a calendar month. In the case of any purchase contracts, contracts for work and materials or contracts for work and services, the statutory provisions shall apply exclusively.

7.3 The right to extraordinary termination shall remain unaffected. Terminations must be in writing in order to be effective.

7.4. Unless otherwise agreed, all deliveries shall be made at the customer's risk and expense from CAMAO's place of business.

7.5. Dates for the provision of services are only binding for CAMAO if they have been expressly confirmed and finally fixed. Otherwise, dates stated in the offer, for example, are non-binding target dates which are intended to improve the coordination of the contractual partners and are subject to ongoing development. In the case of non-binding target dates, the customer may request performance of the outstanding services four weeks after expiry of the scheduled date, setting a reasonable deadline; upon expiry of this deadline, the customer's claim to such performance shall become due.

7.6 Delays in performance within the customer's area of responsibility (e.g. failure to provide cooperation services on time) or due to force majeure (e.g. strike, lockout, official directives, general telecommunications disruptions, etc.) shall entitle CAMAO to postpone the affected services for the duration of the hindrance plus a reasonable start-up period.

7.7 CAMAO is entitled to make partial deliveries and to invoice them separately, insofar as this is reasonable for the customer.

8. Acceptance

8.1 Insofar as CAMAO is responsible for achieving a certain result (contractual obligation) or acceptance has been expressly agreed, this shall be carried out by the customer in accordance with this Clause 8.

8.2 Acceptance shall be made in text form. Acceptance can also take place by way of conclusive behavior on the part of the customer, in particular in the productive use of the service, through unconditional payment or the call-off of further services based on the service or the service result.

8.3 The customer shall inspect and test the services provided to him; CAMAO may also provide him with partial services that can be inspected independently. An overall acceptance shall only take place if no partial acceptance has taken place or if the overall acceptance is contractually provided for despite partial acceptance.
The customer shall ensure that CAMAO's services are not used productively before completion of the tests and acceptance, unless otherwise agreed between the contractual partners.

8.4 If CAMAO's services or partial services meet the agreed requirements or if there are only insignificant deviations, the customer shall declare acceptance without delay. In particular, insignificant deviations are those which only have an insignificant effect on functionality.

8.5 If the customer does not declare acceptance within four weeks of handover of a service and if he has not specifically notified CAMAO of any defects in text form within this period, the services or partial services shall be deemed to have been accepted by CAMAO. When notifying CAMAO of defects, the customer shall state in each case if he wishes to make acceptance dependent on the rectification of the defects.

8.6 CAMAO may also set the customer a reasonable deadline for acceptance after completion of the work, generally 2 weeks. The work shall then be deemed to have been accepted if the customer has not refused acceptance within this period, stating at least one defect.

9. Warranty

9.1 Insofar as CAMAO's services are subject to the statutory warranty, the following provisions of this Clause 9 shall apply. This merely defines legally existing claims, but does not establish any claims.

9.2 Technical data in the offer or contract are merely quality specifications and not the subject of a guarantee or assurance by CAMAO.

9.3 The customer's warranty claims shall become statute-barred 1 year after delivery or acceptance, insofar as acceptance is provided for by law; CAMAO's legal liability in the cases specified in Clause 10.1 shall remain unaffected by this.

9.4 The obligation to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB) shall apply to all services subject to warranty, in particular with regard to approval in accordance with Section 377 Para. 2 and para. 3 of the German Commercial Code (HGB), and also for rental, work delivery or work performance.

9.5 In the case of software, it is not possible to exclude errors in all areas of application according to the state of the art, even with the most careful programming. CAMAO therefore accepts no liability in particular.

9.5.1. for defects that are not reproducible or cannot be demonstrated by machine-generated output,
9.5.2. for the freedom from errors of the software supplied by CAMAO, insofar as these are insignificant errors,
9.5.3. for the suitability of the software,
9.5.4. for the Customer's intended use, as well as
9.5.5. for the results achieved with the Software.

9.6 Warranty claims of the customer are excluded,
9.6.1. if the customer has made changes to CAMAO's services without prior consent or
9.6.2. if CAMAO's instructions or notes are not followed by the customer or if the services are handled improperly, unless the customer proves that the defects are not attributable to this or that the warranty work is not or only insignificantly impeded.

9.7 Insofar as a specific performance has been contractually agreed, this is only owed to the exclusion of such impairments that do not originate from a sphere for which CAMAO is responsible.

9.8 If it transpires that a defect claimed by the customer is not subject to CAMAO's warranty obligation, CAMAO may demand reimbursement of the expenses incurred in this respect in accordance with its general rates. This shall not apply if the non-existence of the warranty obligation was not apparent to the customer even after careful inspection.

9.9 The customer shall report defects in text form if possible, describing the circumstances of their occurrence and their effects. In principle, only the contact person named in accordance with Clause 6.5 is entitled to report defects. The customer shall support CAMAO to a reasonable extent in the identification and rectification of defects and shall grant access to documents from which further information can be obtained.

9.10. In the event of a defect, CAMAO may choose to rectify the defect or make a new delivery (subsequent performance) in accordance with its dutiful discretion. Further claims by the customer remain unaffected. The customer's withdrawal requires prior warning.

10. Liability of CAMAO for damages

10.1 The regulations on CAMAO's liability in this Clause 10 apply to all claims for damages and cases of liability, irrespective of the legal grounds on which they are based (e.g. warranty, default, impossibility, any breach of duty, existence of an impediment to performance, tort, etc.). Except for:
10.1.1. claims of the customer for damages resulting from injury to life, body and health,
10.1.2. rights and claims of the customer in the event of fraudulent concealment of a defect by CAMAO or due to the absence of a quality for which CAMAO has assumed a guarantee,
10.1.3. claims and rights of the customer based on intentional or grossly negligent conduct by CAMAO,
10.1.4. claims by the customer under the Product Liability Act, and
10.1.5. customer claims within the scope of § 44a TKG.
The above exceptions shall remain subject to the statutory regulations.

10.2. CAMAO shall only be liable for slight negligence in the event of a breach of essential obligations, i.e. obligations which enable the proper execution of the contract or the purpose of the contract and on whose compliance the customer may regularly rely. In the event of a slightly negligent breach of essential obligations, CAMAO's liability is limited to compensation for typical damage that was foreseeable for CAMAO at the time the contract was concluded. In all other respects, CAMAO's liability for slight or simple negligence is excluded.

10.3 Insofar as CAMAO is liable in accordance with the aforementioned regulations in Clause 10.2, liability is limited to the respective order value. If there is a threat of higher damage, the customer shall draw CAMAO's attention to this in good time so that the contractual partners can amend this limitation and CAMAO can insure such damage if necessary. In addition, CAMAO's liability for compensation for damage caused by delay is limited to 1/1500 of the remuneration for the services affected by the delay for each full day of delay, but to a maximum of 1/15 of this remuneration in total.

10.4 CAMAO's liability, irrespective of fault, in the area of tenancy and similar usage relationships for errors already present at the time of conclusion of the contract is expressly excluded.

11 Confidentiality, prohibition of poaching

11.1 The contracting parties shall keep confidential all information of the other contracting party which

becomes accessible to them in connection with this contract or the individual contracts and which is marked as confidential or otherwise identifiable as business or trade secrets of the contractual partner, and shall not record, disclose or exploit such information, unless this is necessary to achieve the purpose of the contract.

11.2 The obligation to maintain confidentiality shall not apply to such information which is already known to the receiving contractual partner in a permissible manner or which becomes known without connection with the contractual relationship or which must be disclosed due to legal obligations or enforceable sovereign orders.

11.3 The customer shall not entice away CAMAO employees who were involved in the cooperation for a period of two years from the last involvement of the respective employee in the cooperation with the customer.

12. Data protection

12.1 The contractual partners shall comply with the statutory regulations on data protection, in particular the regulations of the German Data Protection Regulation (DSGVO) and the German Federal Data Protection Act (BDSG), and shall oblige their employees accordingly. The contractual partners shall inform each other in each case insofar as the use of personal data is necessary for the provision of services. The Controller or the respective transmitting Contractual Partner shall ensure that the processing is lawful in accordance with the provisions of data protection law and shall inform the other Contractual Partner if there is any concern that this is not the case. If necessary, the contractual partners shall agree on supplementary regulations for commissioned processing in accordance with Art. 28 DSGVO.

12.2 The examination of data protection aspects for the use of CAMAO's services shall be the responsibility of the customer as the responsible party.

13. final provisions

13.1 CAMAO is entitled to amend these GTC, even to the extent that they have become the subject of a contract. CAMAO will announce this in text form with a period of notice of three months to the date of the amendment. If the customer does not object to an amendment to the GTC within six (6) weeks of the announcement, this shall be deemed to be consent to the respective amendment. CAMAO will draw the customer's attention to this effect of consent with the announcement.

13.2 CAMAO may name the customer as a reference. The contractual partners may also report publicly on their services for the purposes of self-promotion, provided there is no conflict with the duty of confidentiality or data protection.

13.3 The customer may only assert a right of retention arising from the same contractual relationship. The customer is only permitted to offset counterclaims that have been legally established or are undisputed by CAMAO.

13.4 Claims against CAMAO may not be assigned to third parties either in whole or in part. § Section 354a of the German Commercial Code (HGB) remains unaffected.

13.5 The legal relationship between the contractual partners is subject exclusively to the law of the Federal Republic of Germany. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

13.6 The place of performance for all obligations arising from the legal relationship between the contracting parties is CAMAO's registered office.

13.7 All disputes arising from and in connection with the contractual relationship shall be decided exclusively by the state courts responsible for CAMAO's registered office. CAMAO may, however, sue the customer at his general place of jurisdiction.