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Terms and Conditions of Contract of AKI GmbH (Provider) for the Use of Software via the Internet (Software as a Service) -SaaS AKI-

(Version 2.1E – July 2026)

1. Services and remunaration

1.1 The Provider shall provide the contractual services, in particular, access to software, in its area of disposal (from the interface of the computer centre to the Internet). The scope of services, the nature, the intended use and the conditions of use of the contractual services are set out in the respective service description, supplemented by the operating instructions for the software.

1.2 Additional services, such as the development of customised solutions or necessary adaptations, require a separate contract.

1.3 The Provider may provide updated versions of the software.
The Provider shall inform the Customer electronically about updated versions and corresponding instructions for use and make them available accordingly.

1.4 The provider may adjust the remuneration to general list prices on a calendar year basis.
The Customer has a right of termination if the flat-rate remuneration rates increase by more than 5 percent. The provider shall give the customer three months' notice of such an increase. The customer may terminate within one month of receipt of such an increase.

2. Scope of use

2.1 The contractual services may only be used by the Customer and only for the purposes agreed in the contract. During the term of the contract, the Customer may access the contractual services by means of telecommunication (via the Internet) and use the functions associated with the software in accordance with the contract by means of a browser or another suitable application (e.g. "app"). The Customer shall not receive any further rights, in particular, to the software or the infrastructure services provided in the respective data centre. Any further use requires the prior written consent of the Provider.

2.2 In particular, the Customer may not use the software beyond the agreed scope of use, or have it used by third parties, or make it accessible to third parties. In particular, the Customer is not permitted to reproduce, sell or temporarily transfer, lease or lend software or parts thereof.

2.3 The Provider is entitled to take appropriate technical measures to protect against non-contractual use. The contractual use of the services may not be more than insignificantly impaired as a result.

2.4 In the event of a user exceeding the scope of use in breach of the contract or in the event of an unauthorised transfer of use, the Customer shall, upon request, immediately provide the Provider with all information available to him to assert claims due to said use in breach of the contract, in particular, the name and address of the user.

2.5 The Provider may revoke the Customer's access authorisation and / or terminate the contract if the Customer significantly exceeds the use permitted to him, or violates those regulations in place for protection against unauthorised use. In connection therewith, the Provider may interrupt or block access to the contractual services. The Provider must always set the Customer a reasonable period of grace for remedial action beforehand. The sole revocation of the access authorisation shall not be deemed to be a termination of the contract at the same time. The Provider may only maintain the revocation of access authorisation without termination for a reasonable period of time, not exceeding 3 months.

2.6 The Provider's claim to remuneration for use exceeding the agreed use remains unaffected.

2.7 The Customer has a claim to the re-granting of access authorisation and the possibility of access after he has demonstrated that he has ceased the use in breach of contract and has prevented any future use deemed to be in breach of contract.

3. Availability, deficiencies in performance

3.1 The availability of the services provided stems from the service description.

3.2 In the event of only an insignificant reduction in the suitability of the services for use in accordance with the contract, the Customer shall have no right to assert claims for defects. The Provider's strict liability for defects that were already present at the time of the conclusion of the contract is hereby excluded.

3.3 Section 578b BGB remains unaffected

4. Data protection

4.1 Insofar as the Provider is able to access personal data of the Customer or from the Customer's sphere of influence, the Provider shall act exclusively as a processor and shall process and use such data only for the performance of the contract. The Provider shall comply with the Customer's instructions for the handling of such data. The Customer shall bear any adverse consequences of such instructions for the performance of the contract. The Customer shall agree with the Provider the details for the Provider's handling of the Customer's data in accordance with the requirements of data protection law.

4.2 The Customer remains the responsible party both generally in the contractual relationship and in terms of data protection law. If the Customer processes personal data (including collection and use) in connection with the contract, the Customer warrants that it is entitled to do so in accordance with the applicable provisions, in particular, those of data protection law, and in the event of a breach shall indemnify the Provider against the assertion of any claims by third parties.

4.3 The following shall apply to the relationship between the Provider and the Customer: vis-a-vis the data subject, the Customer shall be responsible for the processing (including collection and use) of personal data, except to the extent that the Provider is responsible for any claims by the data subject due to a breach of duty attributable to the Provider. The Customer shall be responsible for examining, processing and responding to any enquiries, requests and claims by the data subject. This also applies in the event of a claim against the Provider by the data subject. The Provider shall support the Customer within the scope of its obligations.

4.4 The Provider guarantees that data of the Customer will be stored exclusively in the territory of the Federal Republic of Germany, in a Member State of the European Union or in another Contracting State of the Agreement on the European Economic Area, unless otherwise agreed.

5. Obligations of the Customer

5.1 The Customer shall protect the access authorisations, as well as identification and authentication information assigned to him or to the users from access by third parties and shall not disclose them to unauthorised persons.

5.2 The Customer is obligated to indemnify the Provider against all claims asserted by third parties due to infringements of rights which are based on an unlawful use of the subject matter of the service by him, or which are made with his approval. If the Customer recognises (or must recognise) that such an infringement is imminent, there is an obligation to inform the Provider immediately.

5.3 The Customer shall use the possibilities provided by the Provider to secure its data in its original area of responsibility.

6. Use in breach of contract, compensation

For each case in which a contractual service is used without authorisation in the Customer's sphere of responsibility, the Customer shall, in each case, pay damages in the amount of the remuneration that would have been incurred for the contractual use within the framework of the minimum contract period applicable to this service. The Customer reserves the right to prove that the Customer is not responsible for the unauthorised use, or that there is no damage, or significantly less damage. The Provider shall remain entitled to assert a claim for further damages.

7. Fault management

7.1 The Provider shall receive fault reports from the Customer, assign them to the agreed fault categories (Clause 7.3) and, on the basis of this assignment, carry out the agreed measures to analyse and rectify faults.

7.2 The Provider shall accept proper fault reports from the Customer during its normal business hours and provide each with an identifier. At the request of the Customer, the Provider shall confirm receipt of a fault report by informing the Customer of the assigned identification.

7.3 Unless otherwise agreed, the Provider shall assign received fault reports to one of the following categories after first reviewing them:

a) Serious fault
The malfunction is based on a defect in the contractual services which makes the use of the contractual services, in particular, the software, impossible or allows it only with serious restrictions. The Customer cannot reasonably circumvent this problem and, therefore, cannot complete tasks that cannot be postponed.

b) Other fault
The disruption is based on a defect in the contractual services which restricts the Customer's use of the contractual services, in particular, the software, to a more than insignificant extent without constituting a serious disruption.

c) Other message
Fault reports which do not fall into categories a) and b) are assigned to other messages. Other messages shall only be handled by the Provider in accordance with the agreements made for this purpose.

7.4 In the case of serious faults and other faults, the Provider shall immediately initiate appropriate measures on the basis of the circumstances communicated by the Customer, in order to first localise the cause of the fault. If, after initial analysis, the reported fault does not appear to be a fault in the contractual services, in particular, in the software provided, the Provider shall inform the Customer of this without delay.
Otherwise, the Provider shall arrange for appropriate measures to be taken for further analysis and to rectify the reported fault or – in the case of third party software – shall forward the fault report together with its analysis results to the distributor or manufacturer of the third party software with the request for remedial action.
The Provider shall immediately provide the Customer with measures available to it for circumventing or rectifying a fault in the contractual services, in particular, in the software provided, such as instructions for action or corrections to the software provided. The Customer shall immediately adopt such measures for the avoidance (or correction) of faults and shall immediately report any remaining faults to the Provider again when using said software.

8. Contact point (hotline)

8.1 Contractual services

The Provider shall set up a contact point for the Customer (hotline). This contact point shall process the Customer's enquiries in connection with the technical requirements and conditions of use of the software provided, as well as individual functional aspects.

8.2 Acceptance and processing of enquiries

A prerequisite for the acceptance and processing of enquiries is that the Customer designates to the Provider personnel with appropriate professional and technical qualifications who are assigned internally at the Customer to process enquiries from users of the software provided. The Customer shall be obligated to address enquiries to the hotline only via this personnel designated vis-a-vis the Provider and to use forms provided by the Provider for this purpose. The hotline shall accept such enquiries by email, fax and telephone during the Provider's normal business hours.

The hotline will process proper enquiries in the normal course of business and answer them to the greatest extent possible. The hotline may refer to documentation available to the Customer and other training resources for the software provided. Insofar as an answer by the hotline is not possible or not possible in a timely manner, the Provider shall – insofar as this is expressly agreed – forward the enquiry for processing, in particular, enquiries about software not produced by it.

Further services of the hotline, such as other response times and response deadlines, as well as on-call service or on-site service of the Provider at the Customer's premises, shall be expressly agreed in advance.

9. Term of contract and termination of contract

9.1 The contractually agreed services shall be provided from the date specified in the contract initially for the duration of the term agreed in the contract. During this minimum term, premature ordinary termination shall be excluded on both sides.

9.2 The contract can be terminated with a notice period of three months, at the earliest at the end of the minimum term. If this does not happen, the contract shall be renewed for a further year in each case, unless it has been terminated with three (3) months' notice to the end of the respective renewal period.

9.3 The right of each contracting party to extraordinary termination for good cause shall remain unaffected.

9.4 Any notice of termination must be in writing to be effective. Clause 10.4 AV AKI shall apply.

9.5 The Customer shall independently back up its data files (e.g. by download) in good time before termination of the contract. Upon request, the Provider shall support the Customer in this respect; Clause 5.3 AV AKI shall apply. The Customer will generally no longer be able to access these data files after termination of the contract for reasons pertaining to data protection law.

10. Validity of the AV AKI

The General Terms and Conditions of Contract of AKI (AV AKI) shall apply in addition.