
VisionR General Terms and Conditions

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1 SCOPE

- 1.1 **Subject Matter of the Contract.** The following terms and conditions (hereinafter “**Terms and Conditions**”) apply to all services provided by Plan-Vision GmbH, Osterwaldstraße 10, 80805 Munich, Germany (hereinafter “**Plan-Vision**”) in connection with the provision of software (on-premise), including maintenance, the provision of software accessible via the Internet (SaaS), and related support services and IT services. IT services within the meaning of these Terms and Conditions include, in particular, configuration, customization, and IT consulting.
- 1.2 **The Customer’s Terms and Conditions.** Any conflicting or additional terms and conditions of the Customer shall apply only if Plan-Vision expressly confirms their validity in writing.
- 1.3 **B2B.** Plan-Vision offers services exclusively to businesses as defined in § 14 of the German Civil Code (BGB).

2 OFFERS; CONCLUSION OF CONTRACT; SUBCONTRACTORS

- 2.1 **Conclusion of Contract.** A contract is concluded upon acceptance of the offer submitted by Plan-Vision to the Customer, but no later than upon acceptance of the delivery or use of the services (“**Individual Contract**”).
- 2.2 **Order of Precedence.** If these Terms and Conditions and an Individual Contract contain differing provisions regarding the same subject matter, the provision in the Individual Contract shall take precedence.

3 SUBCONTRACTORS.

Plan-Vision is entitled to have the contractually agreed services performed by qualified subcontractors.

4 SOFTWARE LICENSE (ON PREMISE)

If the subject matter of the contract is the provision of software (on-premise), the following provisions apply to the granting of rights of use to the software:

- 4.1 **Scope of Rights of Use.** Upon delivery of the software and full payment of the fee due for such delivery, Plan-Vision grants the Customer a non-exclusive and non-transferable right to install and use the software. The scope of the right of use is set forth in the offer, in particular by the license type specified therein.
- 4.1.1 If the Customer purchases a license limited to a specified number of unnamed users (“**Concurrent User**”), the Customer is entitled to install the software on hardware or IT infrastructure operated by the Customer or on its behalf, and to make it available to its employees and third parties, provided they are acting for and on behalf of the Customer, for use for the Customer’s purposes, provided that the number of users using the software at any one time does not exceed the contractually agreed maximum number of users.
- 4.1.2 If the Customer purchases a license limited to a specific number of named users (“**Named User**”), the Customer is entitled to install the software on hardware or IT

infrastructure operated by the Customer or on its behalf, and to make the software available to employees and third parties acting for and on behalf of the Customer, and being registered by the Customer via the license manager of the software's license pool, for the Customer's purposes, provided that the number of registered users does not exceed the contractually agreed maximum number of users.

- 4.2 **Term of the Right of Use.** The term of the license begins upon delivery of the software, unless otherwise specified in the Individual Contract. If Plan-Vision is under the obligation to install the software, the software is deemed delivered upon its installation. Either party may terminate the license by giving three months' notice to the end of a calendar quarter; however, the first termination may occur only at the end of the calendar year following the calendar year in which the Individual Contract was concluded. Notice of termination must be in writing. Any termination rights granted to the parties by contract and the right to terminate for good cause remain unaffected.
- 4.3 **License Key.** The license key required for the installation of the software serves to facilitate verification of the Customer's authorization. Possession or use of the license key alone does not grant any right to use the software. Such a right arises only from an agreement with Plan-Vision or a statutory provision.
- 4.4 **Restrictions and Prohibitions on Use.** The Customer is not authorized to perform the following actions:
- 4.4.1 modifying, adapting, translating, editing, arranging, or otherwise modifying the software, or reproducing the results obtained thereby, unless such actions are necessary for the intended use of the software, including error correction by the person authorized to use the program, and Plan-Vision has not offered to remove the obstacle to the intended use within a reasonable time and, if commissioned, has not carried out such removal;
 - 4.4.2 disassembling, decompiling, reverse-engineering, or using any other method to obtain the source code, unless such actions are necessary to ensure the interoperability of an independently created computer program with other programs and Plan-Vision has not made the necessary information available within a reasonable period of time;
 - 4.4.3 Reproducing the software, with the following exceptions: installation and execution in accordance with Section 4.1 above, and the creation of a backup copy, which must be labeled as such;
 - 4.4.4 Removal or alteration of trademarks, copyright notices, or other intellectual property notices from the software;
 - 4.4.5 Lending, renting, leasing, or otherwise temporarily making the software available to third parties;
 - 4.4.6 Use of the software on behalf of a third party, e.g., as Software as a Service (SaaS) or as an Application Service Provider (ASP).
- 4.5 **Executable Version.** The subject matter of the software to be provided is the software as an executable version in object code. The source code of the software is not to be provided.

5 PROVISION OF THE SOFTWARE AS A SERVICE

If the subject matter of the contract is the provision of software for access via the Internet (SaaS), the following provisions apply to the granting of rights of use to the software:

- 5.1 **Provision of Services.** Plan-Vision makes the software available to the Customer, subject to the availability specified in Section 5.6 of these Terms and Conditions, on one or more central data processing systems (hereinafter referred to as “**Server(s)**”) for access via an Internet connection (hereinafter, including the storage space specified in Section 5.2 below, “**Services**”).
- 5.2 **Provision of Storage Space.** Subject to the availability specified in Section 5.6 of these Terms and Conditions, Plan-Vision shall provide storage space on the Server during the term of the Services for the data uploaded to the Server by employees authorized to access it (hereinafter referred to as “**Customer Data**”).
- 5.3 **Term.** The Customer’s right to use the Services begins upon the provision and availability of the Services on the Server. Either party may terminate the Services for cause with three months’ notice to the end of a calendar quarter; however, the first termination may occur only at the end of the calendar year following the calendar year in which the Individual Contract was concluded. Termination must be in writing. The parties’ contractually granted termination rights, the Customer’s rights under Section 14 of these Terms and Conditions (Cloud Switching), and the right to terminate for good cause remain unaffected.
- 5.4 **Authorized Users.** Unless otherwise agreed between the parties, the Customer is entitled to make the Services available to its own employees and to third parties, provided they are acting on behalf of and for the Customer, in accordance with these Terms and Conditions and the authorization model agreed upon in the Individual Contract. The scope of the right of use is determined by the offer, in particular by the license type specified therein.
 - 5.4.1 If the Customer purchases a license limited to a specified number of unnamed users (“**Concurrent Users**”), the Customer is entitled to make the Services available to its employees and third parties for use for the Customer’s purposes in accordance with these General Terms and Conditions and the Individual Contract, provided that the number of users accessing the Services simultaneously does not exceed the contractually agreed maximum number of users.
 - 5.4.2 If the Customer purchases a license limited to a specific number of named users (“**Named User**”), the Customer is entitled to make the Services available to its employees and third parties, each of whom is named in an environment technically designated by Plan-Vision for this purpose, in accordance with these Terms and Conditions and the Individual Agreement for use for the Customer’s purposes, provided that the number of named users accessing the Services simultaneously does not exceed the contractually agreed maximum number of users.
- 5.5 **Delivery.** The Services shall be delivered at the technical handoff point of the data center where the Server is located. The Customer is responsible for the Internet connection between the Customer and the data center, the hardware and software required for this

purpose (e.g., PC, network connection), and the configuration of the Customer's IT environment necessary to access the Services (e.g., firewall settings).

- 5.6 **Availability.** Plan-Vision guarantees a service availability of 98% per calendar month, based on the handover point specified in Section 5.5 of these Terms and Conditions. This availability is calculated as follows:

$$\frac{\text{Total minutes per month} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total minutes per month} - \text{Excluded Downtime}} * 100$$

Excluded from the availability calculation is the total number of minutes per month attributable to the following ("**Excluded Downtime**"): (i) Scheduled maintenance, (ii) suspension of the Services due to circumstances attributable to the Customer, and (iii) periods of unavailability due to factors beyond Plan-Vision's control, e.g., unforeseeable events that cannot be prevented even with the exercise of reasonable care.

5.7 Customer Obligations

- 5.7.1 **Data Storage.** If the Customer does not purchase a backup service from Plan-Vision, the Customer shall back up the Customer Data regularly and in a manner commensurate with the importance of the Customer Data, and shall create its own backup copies outside the Server to enable the reconstruction of such Customer Data in the event of its loss.
- 5.7.2 **Compliance with Data Protection Laws.** When using the Services, the Customer shall comply with applicable data protection laws, in particular by obtaining the necessary consent from the respective data subjects to the extent that the Customer collects, processes, or uses personal data while using the Service and no other legal basis for processing applies.
- 5.7.3 **Protection of Third-Party Rights.** The Customer shall ensure that it respects all third-party rights to the content used by the Customer (e.g., when transmitting third-party texts or data to the Server).
- 5.7.4 **Virus Protection.** Before sending Customer data to the Server, the Customer shall scan it for viruses and use state-of-the-art antivirus software.
- 5.7.5 **No Misuse.** The Customer shall not misuse the Services or allow others to misuse them; in particular, the Customer shall not store on the Server any content that is unlawful or immoral and/or any content that incites hatred, encourages criminal acts, glorifies or trivializes violence, is sexually offensive or pornographic, is likely to seriously endanger the morals of children or adolescents, impair their well-being, or damage the reputation of Plan-Vision, and shall not refer to such content.
- 5.8 **Customer Data.** The Customer grants Plan-Vision the non-exclusive right to use the Customer Data to fulfill Plan-Vision's obligations under the agreement, in particular to reproduce such Customer Data on the Server, either directly or through a subcontractor, for the purpose of providing the Services and to make it available to authorized end users.

- 5.9 **Use of Derived Data.** Plan-Vision is entitled to use derived data to expand and improve the functionality of the Services. To this end, Plan-Vision may aggregate Customer Data with data from other Customers, provided that the aggregated data (i) cannot be identified as (partially) belonging to the Customer; (ii) cannot be used as a source to identify the Customer; and (iii) does not constitute personal data.
- 5.10 **Suspension of Access.** Plan-Vision is entitled to temporarily suspend access to the Services if there are concrete indications that the Customer is in violation of the agreement and/or applicable law, or if Plan-Vision has any other legitimate interest in the suspension. When deciding on a suspension, Plan-Vision will give due consideration to the Customer's legitimate interests.

6 MAINTENANCE

- 6.1 The software is continuously being developed. However, the basic functions will always remain in place. Furthermore, Plan-Vision is free to add new features to the software or remove features that are no longer useful, taking the Customer's interests into account.
- 6.2 If the subject matter of the contract is the provision of software (on-premise), the Customer shall receive, during the term of a license, upgrades and updates, as well as patches and bug fixes released by Plan-Vision. The installation of these enhancements is not included in the maintenance. The Customer may issue an order for installation separately.
- 6.3 If the Customer purchases Services, enhancements will be incorporated into the Services.

7 SUPPORT

Plan-Vision offers the Customer the option to purchase support for the licenses or services they have acquired under a separate agreement. Support is subject to the terms and conditions of these Terms and Conditions as well as the separate agreement. If the Customer purchases support, Plan-Vision will provide the Customer with Basic Support during the term of the license and/or Services in accordance with the Plan-Vision Basic Support Policy attached as **Appendix 1**.

8 IT SERVICES

- 8.1 **Plan-Vision's Obligations.** If the Customer purchases IT services from Plan-Vision, Plan-Vision shall provide the services specified in the Individual Contract. Plan-Vision is not obligated to provide any further services. Plan-Vision will provide the agreed-upon services in accordance with the current state of the art, the service description, and using professional expertise. Plan-Vision is entitled at any time to replace employees with other qualified employees or service providers. Unless expressly stipulated otherwise in the Individual Contract, Plan-Vision is not obligated to achieve specific results.
- 8.2 **Customer's Obligations to Cooperate.** The Customer shall provide the cooperation agreed upon in the Individual Contract (e.g., provision of infrastructure, personnel, hardware, documents, organizational support). Unless otherwise specified in the Individual Contract, the Customer's personnel shall be available to respond to inquiries from Plan-Vision within one business day. Plan-Vision may request the replacement of

the Customer's cooperating employees if the employee to be replaced is not qualified or willing to cooperate. The Customer is solely responsible for the practical implementation of the services owed, even if the Customer and Plan-Vision jointly draft a plan for the practical implementation of the services owed.

- 8.3 **Deadlines.** If deadlines for the performance of contractually agreed services or specific parts thereof (milestones) are specified in Individual Contracts, these deadlines are merely estimated dates and are not binding unless they are expressly designated as binding.
- 8.4 **Delivery; Acceptance.** Work products owed by Plan-Vision shall be delivered by Plan-Vision in accordance with the contractual scope of work and, in the case of work products eligible for acceptance, shall be reviewed and accepted by the Customer in accordance with the contractually agreed criteria and tests. The Customer shall immediately notify Plan-Vision in writing of any defects discovered during the acceptance testing, including a reasonably detailed specification of the nature and conditions of such defects ("Defect Report"). The deliverables shall be deemed accepted if Plan-Vision does not receive a Defect Report within four weeks of delivery.
- 8.5 **Rights to Work Products.** Plan-Vision and its licensors retain all rights to the work products owed by Plan-Vision in connection with the provision of IT services. Unless otherwise agreed in an Individual Contract, the Customer receives a worldwide, non-exclusive right to use the work products for their intended purpose. If work products are integrated into the Services provided to the Customer, the same rights of use apply to the work products as to the software otherwise made available.

9 INTELLECTUAL PROPERTY

- 9.1 **Ownership of Rights.** Plan-Vision and its licensors are the owners of all copyrights and industrial property rights in the licensed software products and those made available via the Internet.
- 9.2 **Protection against unauthorized access.** The Customer shall take reasonable precautions to prevent unauthorized access to the software licensed pursuant to Section 4 or the Services provided pursuant to Section 5, in particular to protect the software or Services from unauthorized use. The Customer is obligated to keep user IDs and passwords confidential and not to disclose them to unauthorized third parties. The Customer must expressly urge end users to comply with these terms and conditions.
- 9.3 **Obligation to Disclose Infringements of Intellectual Property Rights.** The Customer shall immediately notify Plan-Vision as soon as it becomes aware of any infringement of an industrial property right or copyright in the software or Services, or of the disclosure of user IDs or passwords to unauthorized users.
- 9.4 **Obligations of Users.** The Customer shall require authorized users to comply with the terms of use set forth in these Terms and Conditions. This declaration of commitment must be in writing and submitted to Plan-Vision upon request.
- 9.5 **Rights of Inspection.** Plan-Vision has the right, in consultation with the Customer, to conduct inspections or to have them conducted by auditors to be designated on a case-

by-case basis in order to verify the Customer's compliance with the Terms of Use. In particular, Plan-Vision is entitled to verify the Customer's compliance with these terms of use in the Customer's business operations through inspections, which must generally be announced in a timely manner.

10 FEES AND PAYMENT TERMS

10.1 Fees for Licenses, Services, and Support. The Customer shall pay Plan-Vision the agreed-upon monthly fee for the licenses, services, and support. The fee is due in advance at the beginning of each calendar quarter. If the term does not begin on the first day of the calendar quarter, the first payment is calculated on a pro rata temporis basis for the period from the start of the term to the end of the calendar quarter.

10.2 Price Adjustment. Plan-Vision shall be entitled and obliged to adjust the fees set out in Section 10.1 on an annual basis if and to the extent that the cost factors relevant to the calculation of such fees (in particular salaries and wages as well as the costs of procuring IT services) have demonstrably changed. Any increase in the fees shall only be permissible if and to the extent that the aggregate of these cost factors has increased compared to the level applicable at the time of conclusion of this Agreement or the most recent adjustment. Conversely, the fees shall be reduced if and to the extent that such cost factors have decreased. Any adjustment shall be made at Plan-Vision's reasonable discretion ("*billiges Ermessen*" within the meaning of Section 315 of the German Civil Code (BGB)), taking into account increases and decreases in costs on an equal basis. Plan-Vision shall notify the Customer of any adjustment in text form no later than six (6) weeks before the intended effective date of the adjustment. If the fees are increased by more than five percent (5%), the Customer shall be entitled to terminate this Agreement in text form without notice, effective as of the date on which the adjustment becomes effective. The Customer shall be expressly informed of this termination right in the relevant notice.

10.3 Compensation for IT Services. The following terms apply to the provision of IT services:

- (a) If the compensation is calculated on a time-and-material basis, Plan-Vision will invoice the Customer at the end of the month for the work performed during that month at the agreed hourly or daily rates. Fractional hours will be billed pro rata for every beginning 15 minutes.
- (b) If the parties agree on a flat-rate fee, Plan-Vision is entitled to invoice the Customer for interim payments in the amount of the value of the services rendered by Plan-Vision and owed under the contract.

10.4 Costs (IT Services). Unless otherwise agreed, the Customer shall bear Plan-Vision's material costs, travel expenses, and incidental expenses incurred in connection with the provision of IT services. Travel expenses and incidental expenses shall be billed based on actual costs and at flat-rate expense rates in accordance with the applicable statutory provisions. Travel time shall be billed at the same hourly rate as working time. If, in individual cases, billing is not based on hourly rates, a reasonable hourly rate shall apply for the calculation of travel time.

10.5 Net Prices. All prices are net prices plus the applicable statutory value-added tax.

10.6 **Set-off; Retention.** Set-off or retention is permitted only in respect of undisputed or legally enforceable counterclaims by the Customer.

11 LIABILITY

11.1 **Exclusion of Strict Liability for Damages.** Plan-Vision's strict liability for damages arising from defects in the software or Services that already existed at the start of the contract is excluded. In all other respects, Plan-Vision's liability for damages, including liability for defects in the Services, is governed by statutory law, as modified by the following provisions of this Section 11 .

11.2 **Intent and Gross Negligence.** Plan-Vision shall be liable without limitation for damages caused intentionally or through gross negligence.

11.3 **Slight Negligence.** In the event of a breach due to slight negligence of a primary obligation or an ancillary obligation, the breach of which jeopardizes the achievement of the purpose of the contract or the fulfillment of which is essential for the proper performance of the contract and on the observance of which the Customer was entitled to rely (hereinafter "**material ancillary obligation(s)**"), Plan-Vision's liability is limited to damages that were foreseeable at the time the contract was concluded and that are typical for this type of contract. Plan-Vision shall not be liable for a breach committed with slight negligence of ancillary obligations that do not constitute material ancillary obligations.

11.4 **Mandatory Statutory Liability.** The foregoing exclusions and limitations of liability set forth in this Section 11 do not affect Plan-Vision's liability for any warranty of quality it has assumed, for fraudulent misrepresentation, for damages resulting from injury to life, limb, or health, or for product defects in accordance with the Product Liability Act. This does not entail a shift in the burden of proof to the detriment of the Customer.

11.5 **Beneficiaries.** To the extent that liability is excluded or limited under this Section 11 , this also applies to the personal liability of Plan-Vision's employees, staff, representatives, and vicarious agents.

11.6 **Liability for Defects.** Plan-Vision's liability for defects remains unaffected by the provisions in Sections 6 (Maintenance) and 7 (Support).

12 CONFIDENTIALITY; REFERENCE CUSTOMERS; DATA; DATA PROTECTION

12.1 **Confidentiality.** The parties undertake to maintain the strictest confidentiality regarding all confidential matters, including know-how as well as trade and business secrets, of which they become aware in the course of performing the contract, and not to disclose such information to the other party or use it in any other way. This applies to any unauthorized third parties, unless the disclosure of information is necessary for the proper performance of the contract.

12.2 **Reference:** However, Plan-Vision is authorized to use the Customer's name and logo on the Plan-Vision website, in financial reports, press releases, brochures, and Customer lists to indicate that the Customer is a Plan-Vision customer.

12.3 **Compliance with Data Protection.** To the extent that the Customer commissions Plan-Vision to collect, process, and use personal data, or Plan-Vision gains access to personal

data used by the Customer in the course of performing the contract, Plan-Vision undertakes to process and use such data only in accordance with data protection regulations, in particular those of the Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR).

- 12.4 **Data Processing on Behalf of the Customer.** If the Customer obtains Services from Plan-Vision, Plan-Vision shall process the Customer's personal data in connection with performing the Services on the Customer's behalf. The contractual terms regarding data processing on behalf of the Customer (Art. 28(3) GDPR) set forth in **Appendix 2** of these General Terms and Conditions shall apply to the processing of personal data on behalf of the Customer.

13 CUSTOMER DATA UPON TERMINATION OF THE CONTRACT.

Upon termination of the contract, Plan-Vision will store the Customer Data saved on the Server in a standard format for 14 days from the date of termination and make it available to the Customer for download upon request. The Customer's request must be made in writing. After this period expires, Plan-Vision will delete any Customer data still stored on the Server. The Customer's rights under data protection law remain unaffected by this provision.

14 CLOUD SWITCHING

If the Customer has purchased services and wishes to switch to a data processing service provided by another data processing service provider or to transfer all exportable data and digital assets to an ICT infrastructure located on the Customer's premises, the terms and conditions of the Data Act Cloud Switching Addendum attached as **Appendix 3** to these Terms and Conditions shall apply.

15 MISCELLANEOUS

- 15.1 **Severability Clause.** Should any provision of the agreement be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In such a case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the agreement.
- 15.2 **Assignment.** Plan-Vision is entitled to assign the agreement to an affiliate of Plan-Vision pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) or to a purchaser of the business unit that is the subject matter of the agreement. The Customer hereby consents to such an assignment of the agreement.
- 15.3 **Place of Jurisdiction.** The exclusive place of jurisdiction for all disputes arising out of or in connection with the agreement is Munich. Plan-Vision is also entitled to bring an action at the Customer's place of business or before any other competent court.
- 15.4 **Governing Law.** The laws of the Federal Republic of Germany shall apply, with the exception of its conflict-of-laws provisions that would result in the application of a different legal system. The applicability of the CISG ("UN Convention on Contracts for the International Sale of Goods") is excluded.

Appendix 1 – Plan-Vision Basic Support Policy

1. Scope of Support

Plan-Vision provides support for the resolution of malfunctions during the term of the support contract.

A malfunction occurs, in particular, when the system to be maintained, including software or data sets, fails to perform the functions specified in the documentation, produces incorrect results (particularly with regard to the data sets and other information used), terminates its operation uncontrollably or is not available to the required extent, fails to function properly in any other way, or cannot be operated as described in the documentation. Malfunctions occurring in the system to be maintained, including software or data sets, are generally classified into the following categories and must then be addressed in accordance with the response and recovery times.

Priority	Type of Malfunction	Definition
1	Critical Malfunction	A failure that causes the entire system or significant parts of it to fail, produces essentially unusable or incorrect results, or delivers results too slowly, making use of the system entirely or nearly entirely impossible. Operational workflow is so severely impaired that immediate corrective action is essential.
2	Significant Malfunction	A failure that impairs the use of the system to such an extent that reasonable work with the system is no longer possible, or is possible only with disproportionately great effort, when partially unusable or incorrect results are delivered or results are delivered too slowly. The simultaneous occurrence of multiple significant failures can lead to a critical failure.
3	Non-critical disruption	A disruption that only insignificantly impairs the use of the system, does not produce unusable or incorrect results, and only slightly delays the delivery of results. The simultaneous occurrence of multiple such disruptions may lead to a significant or critical disruption.

Plan-Vision classifies faults into the various categories at its reasonable discretion, taking into appropriate consideration the impact the fault in question has on its business operations and the Customer's interests.

2. Hotline; Support Hours

Support requests can be submitted during business hours by phone at +49 89 28976583 or by email to support@plan-vision.com. Business hours are Monday through Thursday from 8:30 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., and Friday from 8:30 a.m. to 12:00 p.m. and from 1:00 p.m. to 4:00 p.m., excluding public holidays in the state of Bavaria as well as December 24 and December 31.

3. Response and Recovery Times

If the Customer reports a malfunction, Plan-Vision will process the request during business hours in accordance with the following response and recovery times:

Priority	Response Time	Resolution Time
1	4 hours*	8 hours*
2	8 hours*	24 hours
3	24 hours	with the next update

*Only hours within business hours are calculated.

If the Customer fails to promptly fulfill its obligations to cooperate as set forth in Section 4, the resolution period shall be extended in proportion to the delay in cooperation.

4. Customer's Obligations

The Customer will cooperate with Plan-Vision in isolating errors. In particular, the Customer will provide Plan-Vision, free of charge, with verifiable documentation regarding the nature and occurrence of errors (e.g., detailed error descriptions, screenshots, log files, etc.) and will specify how the error manifests itself, what its effects are, and under what circumstances it occurs.

If Plan-Vision has delivered the software to the Customer (on-premise), the Customer shall, upon request by Plan-Vision, grant access to the system for the purpose of remote maintenance. Costs for the infrastructure to be provided by the Customer in connection with remote maintenance (routers, Internet connection, etc.) shall be borne by the Customer.

5. Exclusions

In particular, the following service are not covered by support: the creation of concepts, the development of Customer-specific solutions, and the setup of workflows. Such services are agreed upon and billed separately between the Customer and Plan-Vision.

6. Incorrect Use

Services requested by the Customer that result from improper use of the software, in particular, troubleshooting user issues caused by improper system settings made by the Customer, are not covered by support. Plan-Vision is entitled to bill separately for the time and effort incurred in providing such services at the hourly rate in effect at that time.

7. Additional Services

In addition to the services described above, Plan-Vision offers the Customer additional services from Plan-Vision's service catalogue. These may be ordered separately and are the subject of a separate written order. Examples include providing the Customer with consulting support, customizing the software to the Customer's specific needs, configuring the standard software to meet individual requirements, training, and customized support services with extended duration and/or scope.

Appendix 2 – Contractual Terms for Data Processing (Art. 28(3) GDPR)

1 Subject Matter of the Contract and Scope of Services

- 1.1 The subject matter of these Contractual Terms for Data Processing is set forth in the contract concluded between PlanVision (hereinafter also referred to as the “**Processor**”) and the Customer (hereinafter also referred to as the “**Customer**”) regarding the licensing and/or provision of software as a service (SaaS) (hereinafter referred to as the “**Main Agreement**”). This Data Processing Agreement (the “**Agreement**”) applies to all activities related to data processing in the provision of services pursuant to the Main Agreement and in which the Processor may come into contact with personal data transmitted or disclosed to the Processor by the Customer.
- 1.2 The type of data processed, the categories of data subjects, and the nature and purpose of the collection, processing, and use of personal data by the Processor on behalf of the Customer are set forth in detail in **Annex 1** to this Agreement.
- 1.3 Unless expressly provided otherwise in this Agreement, the contractually agreed data processing shall take place exclusively in Germany, a member state of the European Union (EU), or another signatory state to the Agreement on the European Economic Area (EEA). Any transfer to a third country may only take place if the specific requirements of Articles 44 et seq. GDPR are met.

2 Technical and Organizational Measures

- 2.1 The Processor must ensure security in accordance with Article 28(3)(c) and Article 32 GDPR, in particular in conjunction with Article 5 (1) and (2) GDPR. Overall, the measures to be taken are data security measures designed to ensure a level of protection appropriate to the risk with regard to the confidentiality, integrity, availability, and resilience of the systems. In doing so, the Processor must take into account the state of the art, the costs of implementation, 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 Article 32 (1) GDPR. The Processor shall document the individual measures in a security policy set forth in **Annex 2**.
- 2.2 The technical and organizational measures are subject to technical progress and further development. In this regard, the Processor is permitted to implement alternative, adequate measures. However, the security level of the specified measures must not be compromised. Significant changes must be documented.
- 2.3 The Processor shall regularly monitor internal processes as well as the 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 safeguarded.

3 Rectification, Restriction, and Erasure of Data; Data Subject Rights

- 3.1 The Processor may not rectify, erase, or restrict the processing of data processed on behalf of the Customer on its own initiative, but only in accordance with documented

instructions from the Customer. If a data subject contacts the Processor directly in this regard, the Processor shall forward this request to the Customer without delay.

- 3.2 The Processor shall support the Customer with appropriate technical and organizational measures to ensure the data subjects' rights to be forgotten, to rectification, to data portability, and to access. The Processor may claim compensation for support services that are not owed under the Main Agreement.

4 Quality Assurance and Other Obligations of the Processor

- 4.1 In performing the work, the Processor shall employ only personnel who have been bound by a confidentiality obligation. The Processor may process the data exclusively in accordance with the Customer's instructions, including the authorities granted in this Agreement and in the Main Agreement, unless the Processor is legally obligated to process the data. The Customer shall confirm verbal instructions without delay (at least in writing). The Processor must immediately inform the Customer if it believes that an instruction violates data protection regulations. The Processor is entitled to suspend the execution of the relevant instruction until it is confirmed or amended by the Customer.
- 4.2 The Processor shall assist the Customer in complying with the obligations set forth in Articles 32–36 GDPR regarding the security of personal data, data breach notification requirements, data protection impact assessments, and prior consultations. This includes, among other things:
- 4.2.1 the obligation to report personal data breaches to the Customer without delay,
 - 4.2.2 the obligation to assist the Customer in fulfilling its duty to inform data subjects and to provide the Customer with all relevant information without delay in this regard,
 - 4.2.3 supporting the Customer in conducting its data protection impact assessment,
 - 4.2.4 supporting the Customer in the context of prior consultation with the supervisory authority.
- 4.3 The Processor may claim compensation for support services that are not included in the scope of services of the Main Agreement or that are attributable to misconduct on the part of the Customer.

5 Subcontracting Relationships

- 5.1 Subcontracting relationships within the meaning of this provision are defined as services that are directly related to the provision of the main service. This does not include ancillary services that the Processor utilizes, such as telecommunications services, postal/transportation services, maintenance and user support, or the disposal of data storage media, as well as other measures to ensure the confidentiality, availability, integrity, and resilience of the hardware and software of data processing systems. However, the Processor is obligated to enter into appropriate and legally compliant contractual agreements and to implement control measures to ensure the protection and security of the Customer's data, even in the case of outsourced ancillary services.

- 5.2 The Processor is entitled to engage subcontractors provided that it enters into a contractual agreement with the subcontractor in accordance with Article 28(4) GDPR and, if the subcontractor is located in a third country, the requirements of Articles 44 et seq. GDPR are met.
- 5.3 Subject to the condition set forth in Section 5.2, the Customer hereby authorizes the Processor to engage the companies listed in **Annex 3** as subcontractors.
- 5.4 The Processor shall inform the Customer in advance of any intended change regarding the engagement or replacement of other processors. The Customer may object to this change to the Processor within 14 days of receiving the notification. If no objection is raised within this period, consent to the change shall be deemed to have been given. An objection may not be raised unless the Customer has an interest that outweighs the Processor's interests.

6 The Customer's Rights of Inspection

- 6.1 The Customer has the right, in consultation with the Processor, to conduct audits or to have them conducted by auditors to be designated on a case-by-case basis. The Customer has the right to verify, through random spot checks in the business premises of the Processor, which must generally be announced in a timely manner, that the Processor is complying with this Agreement.
- 6.2 The Processor shall ensure that the Customer can verify the Processor's compliance with its obligations under Article 28 GDPR. The Processor undertakes to provide the Customer with the necessary information upon request and, in particular, to demonstrate the implementation of the technical and organizational measures.
- 6.3 Evidence of such measures, which extend beyond the specific engagement, may be provided by
- 6.3.1 compliance with approved codes of conduct pursuant to Article 40 GDPR,
 - 6.3.2 certification in accordance with an approved certification procedure pursuant to Article 42 GDPR,
 - 6.3.3 current certificates, reports, or report excerpts from independent bodies (e.g., auditors, internal audit, data protection officer, IT security department, data protection audit, quality audit),
 - 6.3.4 appropriate certification through an IT security or data protection audit (for example, in accordance with BSI Basic Protection or ISO/IEC 27001).
- 6.4 The Contractor may assert a claim for compensation to enable the Customer to conduct inspections.

7 Deletion and Return of Personal Data

- 7.1 Copies or duplicates of the data shall not be created without the Customer's knowledge, except that Processor may create backup copies, to the extent they are necessary to

ensure proper data processing, and retain data required to comply with statutory retention obligations.

- 7.2 Upon completion of the contractually agreed-upon services, or earlier upon request by the Customer, and no later than upon the termination of the Main Agreement, the Processor shall hand over to the Customer all documents that have come into its possession, all processing and usage results produced, and all data sets related to the contractual relationship, or, upon prior consent, destroy them in accordance with data protection laws. The deletion log must be submitted upon request. The Processor's obligations under this Section 7.2 shall not apply if there is an obligation to store personal data under Union law or the law of the EU Member States.
- 7.3 Documentation serving as evidence of data processing in accordance with this Agreement and the Main Agreement must be retained by the Processor beyond the end of the Agreement in accordance with the applicable retention periods. The Processor may hand such documentation over to the Customer upon termination of the Agreement for the purpose of exonerating itself.

8 Term of the Contract, Termination

The term of this Agreement corresponds to the term of the Main Agreement and further includes the period following the end of the Main Agreement until the complete return or deletion of the data provided by the Customer to the Processor in connection with the performance of the Main Agreement. This does not affect either party's right to terminate the Agreement for good cause.

9 Miscellaneous

- 9.1 This Agreement is governed by German law, excluding the rules of private international law that would lead to the application of another legal system.
- 9.2 The exclusive venue for all disputes arising from or in connection with this Agreement is Munich. The Processor is also entitled to bring an action at the Customer's place of business or before any other competent court.
- 9.3 No oral side agreements have been made.
- 9.4 Should individual provisions of the Agreement be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In such a case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the Agreement.

Attachments:

Annex 1: Nature and Purpose of Processing, Subject Matter of Processing, Type of Data, Group of Data Subjects

Annex 2: Technical and Organizational Measures

Annex 3: Subcontracting Relationships

Annex 1 – Nature and purpose of processing, Subject matter of processing, type of data, group of data subjects

Data Subjects and Categories of Data Subjects	In particular: • Users of the service (in particular, employees of the Customer) • Employees of the Customer's business partners
Type of data or data categories	• Contact information • Data regarding the use of the software (log data)
Recipients	Processor and subcontractors
Nature and purpose of processing	Making available software via the Internet (SaaS); provision of IT services, in particular support services and IT services

ANNEX 2 – TECHNICAL AND ORGANIZATIONAL MEASURES

If personal data is processed or used automatically, the internal organizational structure must be designed to meet the specific requirements of data protection. In particular, measures must be taken that are appropriate to the nature of the personal data or categories of data to be protected. The Contractor shall implement the following measures:

Technical and organizational measures pursuant to Art. 32 GDPR

1. Confidentiality (Article 32(1)(b) GDPR)

a) Physical Access Control || The following measures have been implemented to prevent unauthorized persons from gaining access to the data processing facilities:

- ☒ Access control system, ID card reader (magnetic/chip card)
- ☒ Door security measures (electric door openers, combination locks, etc.)
- ☒ Security doors/windows
- ☐ Security bars on windows/doors
- ☐ Fencing
- ☒ Key management/documentation of key distribution
- ☒ Plant Security, Gatekeeper
- ☐ Alarm system
- ☒ Video Surveillance
- ☐ Special security measures for the server room
- ☐ Special security measures for the storage of backups and/or other data storage media
- ☒ Irreversible destruction of data storage media
- ☐ Employee and access cards
- ☐ Restricted Areas
- ☒ Visitor Policy (e.g., check-in at the front desk, recording of visit times, visitor badges, escorting visitors to the exit after their visit)
- ☒ Other: When using SaaS (cloud), leased hardware resources (virtual servers) from a third-party provider (currently Host Europe) are used. The data storage media are then located in a secure data center within the EU in Strasbourg. Data connections originating from the Plan-Vision GmbH offices are established via remote access connections and documented in the company's own time-tracking program.

b) System Access Control || The following measures have been implemented to prevent unauthorized persons from accessing the data processing systems.

- ☐ Personal and individual user log-in when logging into the system or the company network
- ☒ Authorization process for access permissions
- ☒ Limitation of authorized users
- ☐ Single Sign-On
- ☐ BIOS passwords
- ☒ Password Policy (Specifying password parameters regarding complexity and update interval)
- ☐ Electronic documentation of passwords and protection of this documentation against unauthorized access
- ☐ Personalized smart cards, tokens, PIN/TAN, etc.
- ☒ Access logging
- ☒ Additional system log-in for specific applications
- ☒ Automatic locking of clients after a certain period of inactivity (including password-protected screensavers or automatic sleep mode)
- ☒ Firewall
- ☒ Other: All login activities in the VisionR system are documented in a log file and additionally as database entries, even when AD logins are used via an interface.

c) Data Access Control || The following measures have been implemented to ensure that unauthorized persons do not have access to personal data.

- ☒ Management and documentation of differentiated permissions
- ☒ Conclusion of data processing agreements for the external maintenance, servicing, and repair of data processing equipment, provided that the processing of personal data is part of the service in the case of remote maintenance.
- ☒ Analysis and logging of data processing activities
- ☒ Authorization process for access rights
- ☒ Approval Routines
- ☒ Profiles/Roles

- ☐ Encryption of CD/DVD-ROMs, external hard drives, and/or laptops (e.g., via the operating system, VeraCrypt, Safe Guard Easy, WinZip, PGP)
- ☐ Measures to prevent unauthorized copying of data to removable storage media (e.g., copy protection, USB port blocking, “Data Loss Prevention (DLP) system”)
- ☐ “Mobile Device Management system”
- ☐ Dual-control principle
- ☒ Segregation of Duties
- ☐ Professional destruction of documents and data storage media in accordance with DIN 66399
- ☒ Irreversible erasure of data storage media
- ☐ Privacy filters for mobile data processing systems
- ☒ Other: Local copies of data are created only upon request or for testing purposes and are deleted upon completion of the process.

d) Separation Control || The following measures ensure that personal data collected for different purposes is processed separately.

- ☐ Storage of data records in physically separate databases
- ☐ Processing on separate systems
- ☒ Access permissions based on functional responsibility
- ☒ Separate data processing through differentiated access controls
- ☒ Multi-client capability of IT systems
- ☒ Use of test data
- ☒ Separation of development and production environments
- ☒ Other: Access permissions are implemented at the record level. Upon expiration of preset time limits, personal data is anonymized or depersonalized.

e) Pseudonymization (Art. 32(1)(a) GDPR; Art. 25(1) GDPR) || Personal data is processed in such a way that the data can no longer be attributed to a specific data subject without the use of additional information, provided that this additional information is stored separately and is subject to appropriate technical and organizational measures.

For data records containing personal information (VisionR “Contacts” module), data can be automatically anonymized after preset time limits have expired. To this end, the system has its own “Scheduled Tasks” that search daily for expired personal data and automatically rename it (e.g., “Mustermann, Max” → “Inactive since 12/01/2021, Employee”). Care is taken to ensure that only company-related contact data is stored

(business phone numbers, email addresses). If there is a need to store private contact data (even temporarily), such data must be stored in separate data fields: “Private Phone Number” instead of just “Phone Number,” etc.

2. Integrity (Art. 32(1)(b) GDPR)

a) Control of Data Disclosure || It is ensured that personal data cannot be read, copied, altered, or removed without authorization during transmission or storage on data carriers, and that it is possible to verify which individuals or entities have received personal data. The following measures have been implemented to ensure this:

- ☒ Encryption of emails and email attachments (e.g., WinZip)
- ☒ Encryption of laptop storage media
- ☒ Secure file transfer (e.g., SFTP)
- ☒ Secure data transmission (e.g., SSL, FTP, FTPS, TLS)
- ☐ Encryption of CD/DVD-ROMs, external hard drives, or USB flash drives (e.g., TrueCrypt, Safe Guard Easy, PGP)
- ☐ Physical transport security
- ☐ Packaging and shipping regulations
- ☐ Electronic signature
- ☒ Secure Wi-Fi
- ☒ Remote maintenance concept (e.g., encryption, event triggering by the client, challenge-response, automatic callback, one-time password)
- ☐ “Mobile Device Management System”
- ☐ “Data Loss Prevention (DLP) System”
- ☒ Policy for handling portable storage devices (e.g., laptop, USB flash drive, cell phone)
- ☒ Logging of data transfers or data transport
- ☒ Logging of read accesses
- ☒ Logging of copying, modifying, or deleting data
- ☐ Tunnelled remote data connections (VPN = Virtual Private Network)
- ☐ Other: -

b) Input control || The following measures ensure that it is possible to verify who processed personal data in data processing systems and at what time.

- ☒ Access Rights
- ☒ System-level logging
- ☐ Document Management System (DMS) with change history
- ☐ Security/logging software
- ☒ Functional responsibilities, organizationally defined responsibilities
- ☒ Dual-control principle
- ☐ “Data Loss Prevention (DLP) system”
- ☒ Other: Access to Customer data is restricted to a limited group of Plan-Vision employees. These employees will be identified to the Customer.

3. Availability and Resilience (Art. 32(1)(b) GDPR)

Availability and Resilience Controls || The following measures ensure that personal data is protected against accidental destruction or loss and is always available to the client.

- ☒ Security Concept for Software and IT Applications
- ☒ Backup Procedures
- ☐ Storage Process for Backups (fireproof safe, separate fire compartment, etc.)
- ☒ Ensuring data storage on a secure network
- ☒ Installation of security updates as needed
- ☐ Mirroring hard drives
- ☒ Installation of an Uninterruptible Power Supply (UPS)
- ☐ Suitable storage facilities for paper documents
- ☒ Fire protection and/or protection against firefighting water for the server room
- ☐ Fire and/or water damage protection for the archiving facilities
- ☒ Air-conditioned server room
- ☒ Virus protection
- ☒ Firewall

- ☐ Emergency Plan
- ☐ Successful emergency drills
- ☒ Redundant, geographically separate data storage (offsite storage)
- ☒ Other: Upon request, additional regular backups can be made available to the customer's IT department for their own storage.

4. Procedures for Regular Review, Assessment, and Evaluation (Art. 32(1)(d) GDPR; Art. 25(1) GDPR)

a) Data Protection Management || The following measures are intended to ensure that the organization meets the basic requirements of data protection law:

- ☐ Guidelines/Instructions for Ensuring Technical and Organizational Measures for Data Security
- ☐ Appointment of a Data Protection Officer
- ☒ Binding employees to data confidentiality and banking secrecy
- ☐ Adequate training of employees on data protection matters
- ☒ Maintenance of a record of processing activities (Art. 30 GDPR)
- ☐ Conducting data protection impact assessments, where necessary (Art. 35 GDPR)
- ☒ External review/audit of information security (e.g., as part of ISO certification, SOX compliance)

b) Incident Response Management || The following measures are intended to ensure that reporting processes are triggered in the event of data breaches:

- ☐ Reporting process for data breaches pursuant to Art. 4(12) GDPR to the supervisory authorities (Art. 33 GDPR)
- ☐ Reporting process for data breaches pursuant to Article 4(12) GDPR to the data subjects (Article 34 GDPR)
- ☐ Other: -

c) Privacy-friendly default settings (Article 25(2) GDPR) ||

The default settings must be taken into account both in the standardized default settings of systems and apps and in the configuration of data processing procedures. In this phase, functions and rights are specifically configured; the permissibility or impermissibility of certain inputs or input options (e.g., free-text fields) is determined with regard to data minimization; and decisions are made regarding the availability of user functions (e.g., regarding the scope of processing). Likewise, the nature and scope of personal data or anonymization (e.g., for selection, export, and evaluation functions that can be defined and preset or made available for custom configuration) or the availability

of certain processing functions, logging, etc., are determined.

- ☒ Marking input fields in online forms as required fields, even though the content is not necessary for further processing.
- ☒ Input fields can dynamically appear as required fields, depending on the permissions of the respective user role

d) Order Control || The following measures ensure that personal data can only be processed in accordance with the instructions.

- ☒ Data Processing Agreement with Provisions Regarding the Rights and Obligations of the Contractor and the Client
- ☒ Process for Issuing and/or Complying with Instructions
- ☒ Designation of contact persons and/or responsible employees
- ☒ Monitoring/Review of Order Execution in Accordance with Instructions
- ☒ Training/instruction for all contractor employees with access privileges
- ☐ Independent audit of compliance with instructions
- ☒ Employee commitment to data confidentiality
- ☐ Agreement on contractual penalties for violations of instructions
- ☐ Formalized order management
- ☒ Documented procedure for selecting the service provider
- ☐ Standardized contract management for pre- and post-contract monitoring of service providers
- ☐ Other: -

Annex 3 – Subcontracting Relationships

Subcontractor, including address	Scope of Services
Host Europe GmbH c/o WeWork Friesenplatz 4 Germany	Server Hosting

Appendix 3 – Cloud Switching Addendum

Background

The parties have entered into a contract regarding the Customer's access via the Internet to software (SaaS) provided by Plan-Vision GmbH, Osterwaldstraße 10, 80805 Munich, Germany (hereinafter **"Main Agreement"**).

As a provider of data processing services, Plan-Vision GmbH (hereinafter **"Plan-Vision"**) is subject to certain legal requirements under Regulation (EU) 2023/2854 of the European Parliament and of the Council of December 13, 2023, on harmonized rules for fair data access and use (hereinafter the **"Data Act"**). In particular, the Data Act requires the provider of data processing services to provide the Customer with certain contractual clauses that govern the conditions for the Customer's switch to other providers of such services or, where applicable, to an ICT infrastructure located on the Customer's premises.

To meet the requirements of the Data Act applicable to contracts between the Customer and the data processing service provider, the following contractual terms of this Data Act Cloud Switching Addendum (hereinafter the **"Addendum"**) shall apply between the parties. In the event of any conflict between the provisions of the Addendum and the Main Agreement, the provisions of this Addendum shall prevail.

Contract

1 Change of Data Processing Services

- 1.1 At the Customer's request, Plan-Vision shall enable the Customer, in accordance with this Addendum, to switch immediately, but no later than within 30 calendar days after the expiration of the notice period specified in Section 1.2 (hereinafter the **"Transition Period"**), to switch to a data processing service offered by another provider of data processing services, or to transfer all exportable data and digital assets to an ICT infrastructure on its own premises (hereinafter the **"Switch"**).
- 1.2 The Customer shall notify Plan-Vision in writing of the request to switch two months prior to initiating the Switch. To enable Plan-Vision to prepare for the migration, the Customer shall provide Plan-Vision, together with such request, with the necessary information regarding the intended migration. This includes specifying which data is affected by the migration request, as well as information about the destination of the data (the Customer's local ICT infrastructure or a third-party provider), including relevant technical specifications regarding the destination.
- 1.3 If the migration is technically unfeasible within the maximum transition period specified in Section 1.1, Plan-Vision shall notify the Customer thereof within 14 business days of the migration notice. Plan-Vision shall duly justify the technical unfeasibility and specify an alternative transition period for the Customer, which may not exceed seven months (hereinafter **"Alternative Transition Period"**).
- 1.4 The Customer is entitled to extend the transition period or the Alternative Transition Period once by a period that the Customer deems more appropriate for its own purposes (hereinafter **"Extended Transition Period"**).

- 1.5 Plan-Vision shall, within the transition period, or an Alternative Transition Period or Extended Transition Period,
 - 1.5.1 provide the Customer and third parties authorized by the Customer with reasonable support in carrying out the transition;
 - 1.5.2 act with due care to maintain business continuity and continue the provision of the contractual functions or services;
 - 1.5.3 clearly inform the Customer of any known risks attributable to Plan-Vision that could affect the uninterrupted provision of the functions or services; and,
 - 1.5.4 ensure a high level of security while the transition is underway; this applies in particular to the security of data during transmission and, furthermore, to the ongoing security of data during the Retrieval Period specified in Section 3, in accordance with applicable Union or national law.
- 1.6 Plan-Vision is obligated to support the Customer's exit strategy relevant to the contractually agreed-upon services, including by providing all relevant information, such as information on procedures for initiating the Switch of data processing services, the machine-readable data formats to which user data can be exported, the tools for data export, including open interfaces, and information on compatibility with harmonized standards or common specifications based on open interoperability specifications, information on known technical limitations and restrictions that could affect the completion of the Switch, and the estimated time required to complete the Switch.

2 List of Transferrable Data and Assets, and List of Excluded Data Categories

- 2.1 Plan-Vision will prepare for the Customer a comprehensive list of all categories of data and digital assets that can be transferred during the migration process, including at a minimum all exportable data. This includes input and output data, including metadata, generated directly or indirectly through the Customer's use of the data processing service or jointly. Excluded from this are assets or data belonging to Plan-Vision or third parties that are protected by intellectual property rights or constitute a trade secret, provided that such exclusions do not hinder or delay the migration of the Customer's exportable data and digital assets.
- 2.2 Plan-Vision will provide the Customer with a comprehensive list of data categories that are specific to the internal operation of Plan-Vision's data processing service and are excluded from the exportable data pursuant to Section 2.1 above.

3 Minimum Period for Data Retrieval

Plan-Vision will allow the Customer to retrieve the data affected by the transition for a period of 30 calendar days following the transition period, Alternative Transition Period, or Extended Transition Period (hereinafter the **"Retrieval Period"**).

4 Termination of the Main Agreement

The Main Agreement shall be deemed terminated once the transfer has been successfully completed. Plan-Vision will notify the Customer of the successful completion of the transfer.

5 Data Deletion

Plan-Vision will, upon expiration of the Retrieval Period or upon expiration of an agreed-upon alternative period at a later date, completely delete all exportable data and digital assets that are generated directly by the Customer or relate directly to the Customer, provided that the transfer has been successfully completed.

6 Migration Fees

Plan-Vision will charge the Customer the migration fees specified in the individual contract for support services provided as part of a migration through January 12, 2027. If no migration fees are specified in the individual contract, no migration fees will be charged.

Switching fees are fees other than standard service fees or penalties for early termination that Plan-Vision charges the Customer for the actions required of the Customer under the Data Act when switching to another provider's systems or to the Customer's on-premises ICT infrastructure. Migration fees include, among other things, costs associated with the transfer of data from one data processing service provider to another or to a local ICT infrastructure ("data extraction fees") or costs for specific support services during the migration process. The amount of the switching fees shall not exceed the costs incurred by Plan-Vision in direct connection with the switching in question. The right to charge data extraction fees even after January 12, 2027, in accordance with Article 34(2) of the Data Act, remains unaffected by this provision.

7 Notification by the Customer

- 7.1 After the maximum notice period has expired, the Customer may notify Plan-Vision of its decision to take one or more of the following actions:
 - 7.1.1 Switch to another provider of data processing services, in which case the Customer shall provide the necessary information regarding that provider;
 - 7.1.2 Switching to an ICT infrastructure on its own premises;
 - 7.1.3 Deletion of the Customer's exportable data and digital assets.

8 Links to Plan-Vision Websites

Plan-Vision informs the Customer on the website at www.plan-vision.com about the jurisdiction governing the ICT infrastructure established for the data processing of Plan-Vision's individual services. This website also contains a general description of the technical, organizational, and contractual measures Plan-Vision has implemented to prevent international government access to or international government transfer of non-personal data stored within the Union, if such access or transfer would conflict with Union law or the national law of the relevant Member State.

9 Compensation for Early Termination of the Main Agreement

- 9.1 If a Switch results in the termination of the Main Agreement before the expiration of the agreed term of the Main Agreement, Plan-Vision may charge the Customer an amount corresponding to the fees that the Customer would have been required to pay, had the contract not been terminated, up to the next possible termination date following the date on which Plan-Vision received the request for change, less any costs that Plan-Vision would have incurred up to that point, but which, due to the early termination, will no longer be incurred (the **“Compensation for Early Termination of the Contract”**). Any increase in future fees that would have occurred had the Main Agreement continued without the amendment shall not be taken into account.
- 9.2 The Compensation for Early Termination of the Contract becomes due and payable upon termination of the Main Agreement in accordance with Section 4 of this Addendum. To the extent that this due date precedes the due dates of the fees that the Customer would have had to pay had the change not occurred, the compensation for early termination of the contract shall be appropriately discounted. If the Customer has already paid fees in advance pursuant to the Main Agreement for the period following the end of the Main Agreement as set forth in Section 4 of this Addendum, the Customer shall be reimbursed for the costs that Plan-Vision would have incurred during that period in fulfilling the Main Agreement but will no longer incur due to the early termination.

10 Miscellaneous

- 10.1 This Addendum is governed by German law, excluding the rules of private international law that would lead to the application of another legal system.
- 10.2 The exclusive venue for all disputes arising from or in connection with this Addendum is Munich. Plan-Vision is also entitled to bring an action at the Customer's place of business or before any other competent court.
- 10.3 Should individual provisions of this Addendum be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In such a case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the Addendum.