

General Terms and Conditions of procilon GmbH (hereinafter referred to as the “provider”) for the sale of certification services

1 General

1.1 These General Terms and Conditions (hereinafter referred to as GT&C) shall apply to all current and future business relationships in connection with the certification services sold by the provider. They shall govern the use of the supplies and certificate services sold by the provider. The provider's certificate services enable the customer to generate and verify digital signatures, to use signature key certificates that meet the requirements of the German Digital Signature Act (SigG) and the eIDAS, to verify them and to retrieve them. The provider is the seller of the certificate services.

1.2 Deviating, conflicting or supplementary general terms and conditions of the customer shall not become part of the contract even if they are known, unless their validity is expressly agreed to in writing.

1.3 The provider shall notify the customer in writing or in a qualified electronically signed form of any amendments to the GT&C applicable to the customer. They shall be deemed approved if the customer does not object in writing or by qualified electronic signature within 6 weeks after receipt. Otherwise, the amended GT&C shall be deemed approved. The provider shall specifically advert the customer to that fact when notifying the customer of the amendment. In the event of an amendment to these GT&C, the customer shall have the right to terminate the contract in text form or with a qualified electronic signature with a notice period of two weeks from the effective date of the amendment in writing.

2 Definitions

2.1 Consumer as used in the Terms and Conditions are natural persons with whom business relations are entered into without a commercial or self-employed professional activity being attributable to them.

2.2 Entrepreneurs as used in the Terms and Conditions are natural or legal persons or partnerships with legal capacity with whom business relations are entered into, who exercise commercial or independent professional activities.

2.3 Customers as used in the Terms and Conditions are consumers as well as entrepreneurs.

2.4 Goods as used in the Terms and Conditions are the hardware and software sold and delivered by the provider.

2.5 Support and consulting services as used in the Terms and Conditions are all additional services beyond the certificate services as defined below, such as installation assistance or consulting regarding the set-up requirements and maintenance of a virtual trust center at the customer. Support and consulting services do not generally include set-up and maintenance of the technical requirements on the customer's site in order to use the services offered by the provider (e.g., customer's internet access, customer's available internal network, compatibility of the customer's existing hardware and software, trouble-free operation of the line provider, which is usually a third party, e.g., Telekom).

2.6 Certificate services as used in the Terms and Conditions are the services offered and distributed by the provider in connection with the certificate requested by the customer, with the scope and requirements for such services depending on the type and content of the certificate requested by the customer. The certificate services do not include set-up and maintenance of the technical requirements on the customer's site in order to use the services offered by the provider (e.g., customer's internet access, compatibility of the customer's existing hardware and software, trouble-free operation of the line provider, which is usually a third party, e.g., Telekom).

2.7 Signature Act as used in the Terms and Conditions shall be the German Digital Signature Act (hereinafter referred to as “SigG”) as amended at the time the contract with the customer is concluded.

2.8 eIDAS as used in the Terms and Conditions means EU Regulation no. 910/2014 on the electronic identification, authentication and trust services in the internal market and repealing Directive 1999/93/EC as amended at the time the contract with the customer is concluded (hereinafter referred to as “eIDAS”).

3 Conclusion of contract

3.1 The identification of the customer required in connection with the products is carried out directly by the provider in accordance with the SigG before the contract is actually concluded.

3.2 The provider's offers are subject to change. Technical changes as well as changes in form, color and/or design with regard to the goods remain reserved within just and reasonable bounds.

3.3 A complete order by the customer requires that it has been identified in accordance with sec. 3.1 in the respective individual case in accordance with the applicable provisions of the SigG and that the data registered in this way are sent to the provider together with the provider's corresponding order forms. By placing a complete order for goods and/or certificate services, the customer bindingly declares the intention of purchasing or using the ordered goods and/or certificate services in the ordered way. In the event that the customer has provided an incorrect billing address in the order form, the customer shall bear the resulting correction costs in accordance with sec. 5.9 of these GT&C.

3.4 The provider is entitled to accept the contractual offer contained in the complete order within two weeks after receipt. Acceptance may be declared to the customer either in writing or by delivery of the goods or performance of the certificate services. The declaration of acceptance may also be made by third parties authorized by the provider in this respect.

3.5 The contract shall be concluded subject to correct and timely delivery by the provider's suppliers. This applies only to hardware and software to be delivered and only in the event that the provider is not responsible for the non-delivery, in particular if a congruent covering transaction is concluded with the supplier.

3.6 The customer shall be informed promptly in case the hardware and software cannot be delivered, if so, at the time the order is received by the provider. The consideration shall be refunded immediately if provided in advance by the customer.

3.7 If the customer exercises the right of withdrawal, it is agreed that the customer must bear the regular costs of any return shipment of items received, if the customer has not yet made a (partial) payment at the time of the withdrawal, unless the delivered item does not correspond to the ordered item.

4 Subject matter of the contract and scope of services

4.1 The provider offers the following certificates for the certificate services in accordance with the Signature Act: 1) qualified certificates with accreditation, 2) qualified certificates without accreditation, and 3) advanced certificates. For all the aforementioned types of certificates, the customer shall receive certificate carriers (chip card, token or soft PSE) with one or more private signature key(s) and the complementary public key when the contract is concluded in accordance with these Terms and Conditions. Depending on the order, the customer may

purchase compatible hardware and software at the same time. To use the certificate carrier, the customer receives a personal identifier (PIN or password and possibly PUK). Scope and subject matter of the certificate service depending on the certificate are specified by the Signature Act.

4.2 The customer is given the option of additionally receiving attribute certificates. Attribute certificates serve as proof of proxies, powers of attorney, use restrictions, etc. An attribute certificate is issued when the existence of the legal relationship referred to has been reliably proven; the provider must not check the correctness of the content.

4.3 It is also agreed that the provider – considering the interests of the customers – reserves the right to exchange signature creation devices before the end of the respective validity period if required by legal regulations or sustainable security interests.

4.4 If the customer requests corrections with regard to the information provided in the respective order form after the order has been processed, such correction shall be subject to charges. The same shall apply in the event that correcting the customer's information is necessary even without the corresponding wish of the customer, e.g. because necessary evidence was not correctly provided by the customer. In this regard, sec. 6.4 and 6.5 of these GT&C are also referred to.

4.5 If a certificate is valid for more than two years, the customer shall bear the risk and the costs of a new certificate after any necessary locking pursuant to sec. 6.2 clause f) of these GT&C.

5 Customer's duties and obligations

5.1 The customer is obligated to observe the terms and conditions of use applicable to the respective type of certificate services ordered (e.g., pursuant to the SigG or any available separate terms and conditions of use).

5.2 The customer is obligated to store the private signature key and certificates with special care and to use them and signature creation devices only in compliance with the requirements of the operating environment, e.g., to use only secure hardware and software. The customer shall ensure that third parties do not gain unauthorized knowledge of the identification data for the private signature key.

5.3. In particular, the customer is obligated to create qualified electronic signatures only after it has assured itself that the associated qualified certificate has been activated in the directory service. The customer is informed that legally valid qualified electronic signatures are based on a valid qualified certificate that was activated in the directory service.

5.4 The customer shall inform the provider promptly of any changes in its sphere of action, in particular of the revocation of a power of attorney granted to the provider.

5.5 The customer is obligated to have certificates locked immediately if the information contained therein does not correspond or no longer corresponds to the facts or if the customer has lost the private signature key, certificates and/or associated identification data, a third party has gained unauthorized knowledge or unauthorized knowledge by third parties is reasonably suspected.

5.6 The customer is obligated to observe available use restrictions as well as import and export restrictions for encryption technologies and products into third countries.

5.7 In particular, the customer shall be obligated to compensate the provider for any damage caused by the use of the certificate services provided to the customer in violation of the contract or the law (e.g., by signing the customer's electronic data in violation of the law or other government regulations), if and to the extent the customer is responsible in this regard.

5.8 If the customer does not order the hardware and software to be supplied according to the offer at the same time as the certificate carrier pursuant to sec. 4.2, it shall be the customer's sole responsibility to ensure that the purchased certificate services are compatible with the applied hardware and software.

5.9 If it is necessary to issue a credit note and/or a new invoice due to incorrect data provided by the customer in the order form regarding the recipient of the invoice (sec. 4.4 of these GT&C), the provider will charge the customer a flat-rate processing fee of € 20.00 plus the applicable value-added tax to cover the associated expenses. The customer is free to prove lower expenses to the provider for this purpose.

6 Locking of certificates, issuing new certificates

6.1 The provider shall ensure that the certificate issued is locked at the request of the customer or a third party authorized to represent the customer. If a certificate contains job-related or other personal information, the third party that consented to include such information in the certificate may also request the lock. Locks can be requested by telephone or in writing directly from the provider. Locks requested by telephone require the full name of the certificate holder and the lock password.

6.2 The provider is entitled to and will ensure that the certificate is locked without request, if

- a. it becomes aware that a certificate was obtained on the basis of false information;
- b. the customer is in default of payment;
- c. the misuse of a certificate is reasonably suspected;
- d. the signature key certificate of the certification authority or that of the competent authority has been locked in accordance with the Signature Act;
- e. the provider is required by law to lock the certificate;
- f. the algorithms on which the signature procedure is based allow the signature to be calculated;
- g. the contractual relationship with the provider ends because the requirements pursuant to sec. 12 of these GT&C are not met or the provider is entitled to terminate the contract for cause according to the Signature Act.

6.3 Locking is part of those certificate services that the customer acquires upon conclusion of the contract. Once a certificate has been locked, the lock cannot be reversed.

6.4 Locks are subject to a charge, even though the product price already includes locking as a service.

6.5 Reissues of signature cards and/or certificates requested by the customer or required due to locks pursuant to sec. 6.2 shall be subject to charges. For locks pursuant to sec. 6.2 clauses d. and f., costs shall be incurred only if the provider is not at fault for the occurrence of the reason for the lock, in particular if the processes and components used by the provider complied with the recognized state of the art at the time the signature card and/or certificate was issued. If the validity period of the certificate selected by the customer exceeds 2 years, the customer shall bear the risk of any necessary lock pursuant to sec. 6.2 clause f.

7 Terms of payment

7.1 Fees for the contractual services will be invoiced in accordance with the applicable price list and shall become due upon receipt of the invoice in accordance with these provisions.

7.2 Depending on the type of order, the purchase price shall include the price for the hardware and software to be supplied, including a simple license, as well as the price for the use of the certificate services requested with the corresponding order for the term of the certificate. In the event of renewal of a certificate requested by the customer, the price shall in each case include the costs for the certificate services for the period of validity of the requested certificate type.

7.3 The customer shall only be entitled to offset with

undisputed or legally established claims and to assert the right of retention on the basis of counterclaims arising from this contractual relationship.

7.4 For additional expenses of the provider requested from the customer or caused by the customer in accordance with sec. 4.5 in conjunction with sec. 5.8 of these GT&C, the provider will charge a processing fee at the amount of 20.00 Euros plus applicable VAT.

8 Default

8.1 In the event of default of payment, the provider shall be entitled to charge the statutory default interest. For consumers in default of payment, that is 5 percent above the respective base rate and for entrepreneurs, 9 percent above the respective base rate. The provider reserves the right to assert further claims due to default of payment.

8.2 If the provider is in default with the performance owed, liability shall be governed by sec. 11 below. Reasons for non-performance for which the provider is not responsible shall be deemed to include, in particular, industrial disputes on the provider's site and disruptions of telecommunications or energy supply which are not the provider's fault.

8.3 In the event of a delay in performance for which the provider is responsible, the customer may set a reasonable grace period for performance. After that period has expired, the customer shall be entitled to withdraw from the contract. The customer may only claim damages for non-performance if the delay was caused intentionally or by gross negligence.

9 Duration of the contract, termination

9.1 The contractual relationship shall end upon expiry of the certificate's validity period without termination being required. In the event of ordinary termination by the customer prior to the expiry of the certificate's validity period, the customer shall not be entitled to a proportionate refund of the remuneration paid.

9.2 Notice of termination must be given in writing or may be given by means of electronic signature.

9.3 The right to termination for cause shall remain unaffected.

9.4 Further use of the private signature key is no longer permitted after the contract has expired.

9.5 If included in the scope of the order chosen by the customer, the customer acquires the hardware and software upon payment of the full purchase price, allowing for the respective license conditions regarding the use of the software. Depending on the validity period agreed in the individual case, the customer may acquire a certificate with a maximum validity of five years from the date the certificate is issued. The validity period of the certificate will be shortened if the requirements pursuant to sec. 6 are met.

9.6 If the customer gets support and consulting services, the separate contractual terms and conditions underlying the support and consulting services shall apply for the term of the contract. Support and consulting services by the provider shall be excluded if the customer chooses an order scope that relates only to certificate services without simultaneously ordering the authorized compatible hardware and software provided by the provider (e.g., as specified in sec. 7.2, if only certificate carriers with renewed certificates are delivered that were ordered by the customer as renewal cards without simultaneous renewed order of current compatible hardware and software).

10 Warranty for goods and consulting services, scope of certificate services

10.1 With regard to the certificate services, the provider warrants merely that these certificate services are held available in accordance with the applicable provisions (SigG, SigV (electronic signature directive)) within the scope of order chosen by the customer and confirmed by the provider upon conclusion of

the contract. This applies to both entrepreneurs and consumers.

10.2 If the customer is an entrepreneur, the warranty obligation for the goods delivered by the provider (only hardware and software) shall be limited to rectification or replacement delivery at the provider's discretion.

10.3 If the customer is a consumer, the customer shall initially have the choice whether the subsequent performance with respect to defective goods (only hardware and software) is to be carried out by rectification or replacement delivery. However, the provider shall be entitled to refuse the type of subsequent performance chosen if that is only possible at disproportionate cost and the other type of subsequent performance bears no significant disadvantages for the consumer.

10.4 If the subsequent performance fails, the customer may, in general, at its own choice, demand a reduction of the remuneration or rescission of the contract (cancellation). However, in the event of only a minor breach of contract, in particular in the event of only minor defects, the customer shall not be entitled to cancel the contract.

10.5 Entrepreneurs must notify the provider in writing of obvious defects in the goods within a period of two weeks from receipt of the goods; otherwise the assertion of warranty claims shall be excluded. Timely dispatch shall be sufficient to meet the deadline. The entrepreneur shall bear the full burden of proof to meet all claim requirements, in particular with regard to the defect itself, the time the defect is discovered and the timeliness of the notice of defect. If obvious defects are available, consumers must notify the provider in writing within two months after the condition of the goods contrary to the contract was detected. The receipt of the notice by the provider shall be relevant for the observance of the period. If the consumer fails to provide such information, the warranty rights with regard to obvious defects shall expire two months after the defect was discovered. This shall not apply in the event of fraudulent intent by the provider. The burden of proof for the time the obvious defect was discovered lies with the consumer. If the consumer was induced to purchase the item by inaccurate manufacturer's statements, the consumer shall bear the burden of proof for the purchase decision.

10.6 If the customer chooses to cancel the contract due to a deficiency in title or material defect of the delivered goods after subsequent performance has failed, it shall not be entitled to any additional claim for damages due to the defect. If the customer chooses compensation for damages after failed subsequent performance, the goods shall remain with the customer if that is reasonable. Damages shall be limited to the difference between the purchase price and the value of the defective item. This does not apply if the provider caused the breach of contract maliciously.

10.7 The warranty period for entrepreneurs is one year from delivery of the goods. For consumers, the limitation period shall be two years from delivery of the goods. This shall not apply in case of obvious defects if the customer did not give notice of the defect in due time (sec. 10.5).

10.8 If the customer is an entrepreneur, only the manufacturer's product description shall be deemed agreed with regard to the quality of the goods. Public statements, recommendations or advertising by the manufacturer shall not constitute a contractual description of the quality of the goods.

10.9 If the customer is provided inadequate installation instructions, the provider shall be obligated only to supply adequate installation instructions and that only if the inadequateness of the installation instructions prevents proper installation.

10.10 Within the scope of support and consulting services, the provider shall in general not assume any liability for the completeness of the advice provided. The completeness of the

advice depends above all on the provider's cooperation and the scope of the information provided. Verbal statements made during the consultation are legally binding only if they are confirmed in writing by the provider.

10.11 Within the scope of the certificate services offered by the provider, the provider warrants only that technical malfunctions at the location of the trust center will be remedied within 12 hours (does not apply in case of certification services under the Signature Act) within the scope of the operational and technical possibilities, provided that the malfunctions are within the provider's sphere of influence and subject matter of the performance. Furthermore, no support and consulting services shall be provided if malfunctions and errors occur during the use of the certificate services in connection with the use of hardware and software that was not simultaneously included in the scope of the order chosen by the customer in accordance with sec. 4.1 and was therefore not delivered at the same time as the start of the certificate service offered and ordered by the provider. Furthermore, no support and consulting service shall be provided by the provider if the customer uses software and hardware for which the manufacturer of the relevant software or hardware itself no longer offers support service in Germany.

10.12 The does not grant any guarantees to the customer in the legal sense. Manufacturer's warranties for goods shall remain unaffected.

11 Liability

11.1 In the event of negligent breaches of duty, the provider's liability shall be limited to the direct average damage that is foreseeable and typical for the type of goods and certificate services. This shall also apply to negligent breaches of duty by legal representatives and vicarious agents. In any case, liability shall be limited to the minimum liability amount under the SigG, insofar as liability under the SigG is relevant. The provider shall not be liable to entrepreneurs in the event of negligent breach of immaterial contractual obligations.

11.2 The above limitations of liability do not affect customer claims arising from product liability. Furthermore, the limitations of liability shall not apply in the event of damage to health and body attributable to the provider or in the event of loss of life of the customer. Article 11 of the SigG shall remain unaffected.

11.3 If the customer is an entrepreneur, claims for damages due to a defect in the delivered goods shall lapse one year after delivery of the goods. If the customer is a consumer, claims for damages due to a defect in the delivered goods shall lapse two years after delivery of the goods. This shall not apply if the provider can be accused of gross negligence, as well as in case of damage to health and body attributable to the provider or in the case of loss of life of the customer.

11.4 The provider shall only be liable for correct identity checks within the scope of the verification options to which it is entitled. The issuance of certificates confirms only that the required proof of identity or legitimation was provided in a properly verifiable manner at the time of application in accordance with the legal provisions applicable in Germany (SigG and SigV). If the customer carries out the required identity checks itself on the basis of the specific contractual relationship with the provider, the customer must comply with the provider's specifications for identity checks. If the customer violates these requirements, the customer shall indemnify the provider against any resulting claims by third parties.

11.5 The customer shall be liable for damages incurred by the provider due to incorrect information provided by the customer in the certificate and attribute certificate, as well as due to the incorrect use of electronic signatures caused by the customer. The customer shall also be liable for charges and/or damages caused by the authorized or unauthorized use of the services obtained and provided by the provider if and to the extent that the customer is responsible for such charges and/or

damages, in particular – but not exclusively – in case of sec. 5 of these GT&C. In addition, the customer shall be obligated to reimburse the expenses in the event of re-invoicing due to incorrect data of the invoice recipient in the order form, see also sec. 4.5, 5.8, and 7.4 of these GT&C.

12 Suspending the certificate service

12.1 If the provider ceases to operate as a certification service provider, the provider shall notify the customer of such fact by giving two months' notice. The provider shall be entitled, subject to the same notice period, to transfer its rights and obligations under this contract to another certification service provider. The customer shall be entitled to terminate the contract at the time of the transfer. The provider shall separately inform the customer of the respective right of termination in the notice.

12.2 If no other certification service provider takes over the certificates, the provider shall be entitled to terminate the contract and lock the certificates effective as of the date of discontinuation. In that case, the customer shall be entitled to a proportionate refund of the current remuneration paid in advance.

13 Export regulations

13.1 If a legal export or import license from a government and/or a state authority is a requirement for the delivery of the products or if the delivery is otherwise restricted, subject to approval or banned due to national or international legal regulations, the provider is entitled to suspend the fulfillment of the delivery or payment obligation until the license is granted or the restriction or ban is lifted. If the delivery is dependent on the granting of an export license and such license is not granted, the provider is also entitled in such a case to terminate or withdraw from the contract without becoming liable to recourse for such termination or withdrawal.

13.2 By accepting the offer, by entering into the contract or by accepting the products, the customer shall assure not to conduct any business with the goods in violation of statutory export provisions and, in particular, will only carry out further deliveries, shipments and exports of the delivered goods in compliance with applicable statutory export control provisions.

13.3 The customer shall make sure that no persons, organizations or institutions are involved in the execution of or supported by the contract that are included in the corresponding sanction lists for the fight against terrorism (e.g., Annexes I of EC Regulations 2580/2001 and 881/2002).

14 Place of jurisdiction

14.1 The place of jurisdiction for all legal disputes shall be Leipzig, if the customer is a merchant as defined under commercial law, a legal entity as defined by public law or by the public separate estate or has no general legal venue in the Federal Republic of Germany. The provider may also assert its rights at the customer's general place of jurisdiction. Any exclusive place of jurisdiction shall remain unaffected by the present contract.

14.2 Leipzig shall be the place of performance for the provider and the customer.

14.3 All legal relationships between provider and customer shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14.4 In the event of any discrepancies or disputes, the German version of these General Terms and Conditions shall prevail.