General Terms and Conditions of DFC-SYSTEMS GmbH

(hereinafter referred to as “DFC”)

Effective: November 2026

I. General Provisions

§1 Scope and Subject Matter of the Contract

1.1. These General Terms and Conditions (GTC) apply to all contracts, deliveries, and other services provided by DFC-SYSTEMS GmbH to its customers (hereinafter referred to as the “Client”).

1.2. DFC’s offer is directed exclusively at business entities as defined in § 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law (e.g. hospitals, hospital networks, medical care centers, and medical practices).

1.3. Any deviating, conflicting, or supplementary General Terms and Conditions of the Client shall only become part of the contract to the extent that DFC has expressly agreed to their validity in writing or in text form.

1.4. Individual contractual agreements (e.g. service descriptions, quotes, SaaS/hosting agreements, Service Level Agreements (SLA), or data processing agreements (DPA)) take precedence over the provisions of these General Terms and Conditions.

§2 Conclusion of the Contract

2.1. Offers from DFC are subject to change and non-binding unless they are expressly designated as binding.

2.2. A contract is concluded upon written order confirmation by DFC, upon signing an individual project or license agreement, or upon provision of the service or software.

§3 Client’s Obligations to Cooperate

3.1. The client shall designate a qualified contact person (project manager/administrator) who is authorized to make necessary decisions or to ensure that they are made without delay.

3.2. The Client shall ensure the necessary technical and organizational prerequisites for implementation (e.g. network connection, approved hardware/operating systems, interface connections) in a timely manner prior to installation or deployment.

3.3. For on premises installations, the Client shall ensure that qualified personnel are available to assist with the implementation no later than the time of installation; furthermore, the Client shall grant DFC the necessary access to its systems (e.g. via a secure remote connection) to perform installations, maintenance work, or error analyses.

II. Provision of Software (On Premises)

§4 Rights of Use for Purchased/Licensed Software

4.1. In the case of the permanent provision of software (on premises), upon full payment of the fees due, the Client receives a simple, non-exclusive, non-transferable right to use the software to the agreed extent on the approved systems for its own operational purposes.

4.2. All copyrights and other intellectual property rights in the software and the documentation remain exclusively with DFC or the respective licensors.

4.3. The Client is only entitled to reproduce, modify, or decompile the software to the extent permitted by law (Sections 69d, 69e of the German Copyright Act (UrhG)). Creating backup copies as part of normal operation is permitted.

III. Software-as-a-Service (SaaS) and Cloud Services

§5 Provision of Cloud Services

5.1. If DFC provides software via Software-as-a-Service (SaaS) or cloud services, the Client shall be granted, for the term of the contract, the non-exclusive, non-transferable right to access the software provided on the servers via the Internet.

5.2. DFC is obligated to provide the agreed-upon availability of the cloud services in accordance with the metrics specified in the SaaS Agreement or Service Level Agreement (SLA).

5.3. Data processing and the hosting of cloud services take place exclusively in data centers within the European Union or the European Economic Area (EEA) at operators that are fully subject to European jurisdiction.

IV. Services, Training, and Maintenance

§6 Service, Maintenance, and Support

6.1. Maintenance and support services for software, as well as support services, are governed by the respective service and maintenance agreements.

6.2. Unless otherwise agreed, support includes brief telephone consultations, remote support, and the provision of fixes and software updates/releases as part of version maintenance.

§7 Services and Acceptance

7.1. Training, on-site installations, customizations, and consulting services will be billed on a time-and-materials basis in accordance with DFC's currently valid price list, unless expressly agreed upon as a fixed price.

7.2. If work services are owed, DFC shall declare the system operational upon completion. The Client shall inspect the service immediately and declare acceptance in writing or in text form, provided there are no material defects.

V. Remuneration and Terms of Payment

§8 Prices and Payment Terms

8.1. All prices are quoted in euros plus the applicable statutory value-added tax.

8.2. Invoices from DFC are due for payment without deduction within 14 days of the invoice date. Invoices are sent electronically via e-mail.

VI. Warranty

§9 Remedial Performance (Warranty)

9.1. DFC warrants that the software will possess the agreed-upon quality when used in accordance with the contract. Material defects must be reported in a clear and comprehensible manner, providing relevant information.

9.2. DFC shall remedy defects, at its discretion, either by repair (e.g. providing an update or patch) or by replacement.

9.3. For on premises software purchases and work services, the statute of limitations for claims for defects is 12 months from the transfer of risk or acceptance. For ongoing rental or cloud services, the statutory provisions or the terms of the SaaS agreement apply.

VII. Liability

§10 Liability

10.1. DFC bears unlimited liability in cases of willful misconduct, gross negligence, injury to life, limb, or health, and in accordance with the provisions of the Product Liability Act (ProdHaftG).

10.2. In the event of a breach of a material contractual obligation (cardinal obligation) due to slight negligence, DFC's liability is limited to foreseeable damages typical for this type of contract.

10.3. Liability for the loss of data is limited to the typical cost of recovery that would have been incurred had the client regularly created backup copies in accordance with the applicable risk.

VIII. Data Protection and Final Provisions

§11 Data Protection and Confidentiality

11.1. The contracting parties agree to treat as confidential, for an indefinite period, any confidential information and trade secrets of the other party that come to their knowledge in the course of performing this Agreement, and to use such information solely for the purposes agreed upon in the Agreement.

11.2. DFC shall take appropriate precautions in accordance with applicable data protection and professional regulations (in particular the GDPR, the German Federal Data Protection Act (BDSG), and Section 203 of the German Criminal Code (StGB)) and shall require the personnel deployed by DFC to perform the services to maintain confidentiality accordingly.

11.3. To the extent that DFC processes personal data on behalf of the Client in connection with the provision of services, a separate Data Processing Agreement (DPA) shall be concluded in accordance with Article 28 of the GDPR. The subject matter, scope, and liability regarding data processing shall be governed primarily by this DPA.

11.4. The Client is responsible for ensuring that the legal requirements for the lawfulness of data processing and the disclosure of data to DFC are met.

§12 Final Provisions

12.1. Amendments and additions to the contract must be made in writing (e.g. e-mail, letter).

12.2. The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.3. The exclusive venue for all disputes arising from or in connection with this contract is DFC's registered office (Munich), provided that the client is a merchant, a legal entity under public law, or a special fund under public law.