

General Business Terms and Conditions

These general business terms and conditions were last updated on 24 May 2018.

Highlights

- The Service Desk is responsible for all customers' support queries and information from Danielle Software & Service.
- User subscriptions for all internal business operations for customers.
- The rights of use are also valid for subsidiaries and affiliated companies.
- The number of user subscriptions is based automatically on the number of employees stored in the online application.
- The subscription fees for the user subscriptions are automatically collected from the customer. Termination is possible at any time.
- The use of features is explained in a detailed online documentation.
- Danielle Software & Service provides fast and uncomplicated support for support requests by web-based systems such as Skype, Teamviewer and e-mail or comparable means of communication.
- Danielle Software & Service will not pass on customers' personal information to third parties and will prevent unauthorised third parties from accessing customers' data in evaluable or readable form.
- In the event of termination, customer information is available promptly.
- We are interested in maintaining good business relations with our customers and avoiding disputes. However, if problems do occur, we try to solve these quickly and unbureaucratically and, if necessary, we tend to use a mediator for this purpose.

GENERAL BUSINESS TERMS AND CONDITIONS OF DANIELLE SOFTWARE & SERVICE FOR THE PURCHASE OF SOFTWARE AS A SERVICE (SAAS)

PLEASE READ THIS AGREEMENT CAREFULLY: THIS AGREEMENT APPLIES TO YOUR USE OF SERVICES FROM DANIELLE SOFTWARE & SERVICE. WHEN YOU CONSENT TO THIS AGREEMENT EITHER BY CLICKING THE RELEVANT CHECKBOX OR BY COMPLETING AN ORDER FORM RELATING TO THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU CONCLUDE THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU SPECIFY THAT YOU ARE AUTHORISED TO ENTER INTO A BINDING AGREEMENT FOR SUCH AN ENTITY AND ITS AFFILIATED COMPANIES. IN THIS CASE, THE TERMS 'YOU' OR 'YOUR' REFER TO SUCH AN ENTITY AND ITS AFFILIATED COMPANIES. IF YOU ARE NOT ENTITLED TO DO THIS OR IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MAY NOT AGREE TO THIS AGREEMENT NOR USE THE SERVICES OF DANIELLE SOFTWARE & SERVICES.

IF YOU DOWNLOAD AND/OR VIEW ALL OR PART OF THE MATERIAL (AS DEFINED HERE), YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, PARTICULARLY AND WITHOUT LIMITATION THE RESTRICTIONS REGARDING: USE AS DEFINED UNDER CLAUSE 2-4; TRANSFERABILITY AS DEFINED UNDER CLAUSE 18; WARRANTY AS DEFINED UNDER CLAUSE 6; COMPENSATION AS DEFINED UNDER CLAUSE 11; AND LIMITATION OF LIABILITY IN PARAGRAPH 12. YOU CONFIRM THAT THIS AGREEMENT IS JUST AS ENFORCEABLE AS OTHER WRITTEN, NEGOTIATED AGREEMENTS SIGNED BY YOU. THIS AGREEMENT CAN BE ENFORCED AGAINST YOU OR ANY OTHER LEGAL PERSON WHO HAS RECEIVED THE SERVICES AND IN WHOSE NAME THE SERVICES WERE DOWNLOADED OR USED, OR WHO HAS USED OR DIRECTLY BENEFITED FROM THE SERVICES. IF YOU NOT AGREE, PLEASE DO NOT DOWNLOAD, VIEW OR USE THE MATERIALS.

BY CLICKING ON THE BUTTON 'I AGREE', YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD ALL SECTIONS AND CONDITIONS OF THIS AGREEMENT, THAT YOU AGREE TO THESE AND THAT YOU ARE WILLING TO ACCEPT ALL THE OBLIGATIONS TRANSFERRED TO YOU IN THE FOLLOWING:

IF YOU ARE A DIRECT COMPETITOR, YOU ARE NOT ENTITLED TO RECEIVE SERVICES FROM DANIELLE SOFTWARE & SERVICE UNLESS YOU HAVE RECEIVED PRIOR WRITTEN PERMISSION. MOREOVER, YOU MAY NOT RECEIVE SERVICES FOR THE PURPOSE OF ASSESSING OR MONITORING THEIR QUALITY OR PERFORMANCE OR FOR OTHER PURPOSES OF BENCHMARKING OR COMPETITION.

THIS AGREEMENT was last updated on 24 May 2018.

Background Information

Danielle Software & Service has developed certain software applications and platforms that are provided to subscribers on the internet. The applications are operated in the data centres that are monitored by Danielle Software & Service. Customers can use the existing applications as intended.

Danielle Software & Service is obliged to provide the services in accordance with the terms and conditions set out herein and the customer is obliged to use the services in accordance with the terms and conditions set out herein and to pay the respective fee that is due. This agreement governs the rights and obligations of the customer and Danielle Software & Service (hereinafter referred to as "Parties") in connection with the processing of personal information. This agreement applies to all activities in which Danielle Software & Service employees or their subcontractors (subcontractors) process customers' personal information.

1. Interpretation

1.1. The terms used in this agreement are to be understood in line with the definition in the EU General Data Protection Regulation. The definitions and interpretation provisions in this section shall apply to this agreement.

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Subscription fee:	are the user fees that a customer has to pay Danielle Software & Service for each personnel file, regardless of whether employees are still active or have already left the company.
Customer:	is a natural or legal person, authority, organisation or other party that commissions Danielle Software & Service to process personal information.
Customer information:	is personal information entered by customers, authorised users or Danielle Software & Service on behalf of a customer in order to use the services or to facilitate the use of services by the customer.
Documentation:	is every document to which a customer is given online access by Danielle Software & Service via https://confluence.personnel-department.cloud/ .
Business day:	is every day that is not a Saturday, Sunday or public holiday.
Subscription duration:	refers to the definition under clause 13.1 (i.e. the original duration together with all the following renewal periods).
Services:	are the services included in the subscription that Danielle Software & Service provides to customers under this agreement via www.personnel-department.cloud or another website of which customers are occasionally notified by Danielle Software & Service, and which are specifically described in the documentation.
Non-conformity:	is every defect, error or bug that has an essentially adverse effect on the appearance, handling or operation of the services but excluding all defects, errors or bugs that result from or as a consequence of: (a) an act or omission on the part of the customer or an act or omission on the part of a customer's employee, manager, representative, supplier or subcontractor or (b) incompatibility between the services and other systems, applications, programs or software that was not defined as compatible by Danielle Software & Service.
User subscriptions:	are the user subscriptions acquired by the customer in accordance with clause 8.1 that allow authorised users to access and use the services and the documentation specified under this agreement.
Online application:	is the SaaS application that Danielle Software & Service provides as part of the services.
Service Desk:	is the compulsory platform provided by Danielle Software & Service for support requests from customers and for information from Danielle Software & Service and that regulates the assignment (responsibility) of tickets, ensures traceability and whose extracts are binding for the parties.
Support services:	from Danielle Software & Services - regulations for support services regarding services as described in detail and available at www.personnel-department.cloud or another website that the customer is notified of occasionally.

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Virus:	is an object or a device (including software, code, files or programs) that can prevent, impair or otherwise adversely affect the use of computer software, hardware or networks, telecommunication services, equipment or networks; that prevent, impair or otherwise adversely affect access to or the use of programs or data, including the reliability of programs or data, (whether by complete or partial reorganisation, modification or deletion of the program or data); or adversely affect user experience, including worms, Trojans, viruses and other similar objects or devices.
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- 1.2 The headings of clauses, tables (if available) and paragraphs do not affect the interpretation of this agreement.
- 1.3 Person includes natural persons, legal persons or companies (whether with or without separate legal personality).
- 1.4 The term 'company' refers to all companies, organisations and entities, regardless of where or how they were registered or established.
- 1.5 Terms that denote the singular also include the plural and vice versa.
- 1.6 The reference to one gender also includes references to other genders.
- 1.7 The reference to a law or regulation refers to the currently valid status, taking into account all additions, extensions or new versions, and includes currently valid subordinate legal provisions.
- 1.8 The term "in writing" or "in the written form" means the written form according to § 126 BGB and includes faxes; e-mails are only included if explicitly specified.
- 1.9 'Clauses' refer to the clauses under this agreement.

2. User subscriptions

2.1 Subject to the purchase of the user subscription by the customer as defined under clause 3 and clause 8.1, to the restrictions under clause 2 and to the other conditions of this agreement, Danielle Software & Service shall grant the customer a non-exclusive, non-transferable right to allow authorised users to use the online application, the services and the documentation during the subscription period for the customer's internal business operations only.

2.2 The user subscriptions and the right of the authorised users to use the software, services and documentation during the subscription period are subject to the restrictions set out in these terms and conditions and in the documentation.

2.3 With regard to authorised users, the customer agrees that

(a) he will not allow user subscriptions to be used by more than one authorised user unless they were fully re-assigned to another, individual, authorised user;

(b) every authorised user shall provide a secure password for the use of the services and documentation, that such a password shall be changed at least every month and that each authorised user shall keep his password secret.

2.4 While the services are being used, the customer shall not store, spread or distribute viruses or materials that:

(a) are unlawful, harmful, threatening, libellous, obscene, harmful, abusive, racially or ethnically offensive;

(b) encourage illegal activities;

(c) clearly display sexual content;

(d) promote unlawful violence;

(e) discriminate on the grounds of race, gender, skin colour, religion, sexual orientation or disability; or

(f) lead to damage or injury of persons or property in any way or manner that is otherwise unlawful;

Furthermore, Danielle Software & Service reserves the right to prevent the customer from accessing any material that violates the provisions of this clause, without prejudice to its other obligations and rights towards the customer.

2.5 The user subscriptions are user-related for the customer, who, according to the agreement, must refrain from:

(a) accessing the software and the documentation fully or partially, to create a product or a service that would be in competition to the services and/or the documentation; or

(b) licensing, selling, renting, leasing, transferring, transmitting, distributing, displaying, disclosing or otherwise making the services and/or documentation accessible to third parties other than the authorised users in accordance with clause 18.1; or

(c) redistributing, transferring, transmitting, selling, renting, leasing, sublicensing, charging fees, pledging, offering the online application as a security or otherwise encumber the online application or use the online application on behalf of a third party or allow a third party access (except the authorised users), including but not limited to time-sharing or agreements with service providers; or

(d) removing or altering trademarks, logos, copyrights and other property rights, legends, symbols or labels in any part of the online application or generated as a result of the online application;

(e) attempting to gain access to the services or helping third parties to gain access to the services outside the provisions of clause 2.

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2.6 The customer agrees to take all reasonable measures to prevent unauthorised access to or the use of the online application and services and to inform Danielle Software & Service immediately in the event of such unauthorised access or use.

2.7 The rights specified under clause 2 shall only be granted to the customer but are also valid for the customer's subsidiaries and affiliated companies.

3. User subscriptions

3.1 Subject to clauses 3.2 and 3.3, the customer can acquire additional user subscriptions or reduce the number of existing ones during the subscription period. Danielle Software & Service shall grant access to the online application, the services and the documentation to additional authorised users in accordance with the terms and conditions of this agreement. Irrespective of this, the number of user subscriptions is automatically based on the number of personnel files stored in the online application.

3.2 Danielle Software & Service counts the user subscriptions and invoices the customer for this number using the chosen method of payment.

3.3 If the customer saves additional or fewer employees in the online application, the customer shall pay Danielle Software & Service the corresponding new fees for these new user subscriptions within the specified period.

4. Online application & services

4.1 Danielle Software & Service shall provide the customer with the online application and services during the subscription period and shall manage an electronic personnel file by means of processing.

Processing is as follows: Collecting, capturing, organising, sorting, storing, adapting or modifying, reading, retrieving, using, disclosing by transmission, disseminating or any other form of providing, comparing or linking, restricting, deleting or destroying data. Processing is used to maintain an electronic personnel file.

4.2 As part of the services and at no additional cost to the customer, Danielle Software & Service shall provide the customer with Danielle Software & Service's standard support services during normal business hours in accordance with Danielle Software & Service's support guidelines in effect at the time the services are provided. Furthermore, Danielle Software & Service shall grant the customer access to more information about the documentation in accordance with the terms and conditions of this agreement. Danielle Software & Service shall provide the following standard support services for the Service Desk:

- (a) checking non-conformity and eliminating errors promptly in a subsequent version or proposal of a workaround solution;
- (b) contacting and supporting the customer in connection with his requests via a web-based system such as Skype, Teamviewer, e-mail or a similar means of communication: this means a maximum of five times per survey for a 360-degree feedback and a maximum of four times per year for all other support requests;
- (c) carefully checking a customer's suggestions for improvement (enhancements) and implementing these according to economically justifiable standards provided they are compatible with the product strategy and online application;
- (d) making a fair offer for support requests, provided that the services are not part of the standard support services; and
- (e) informing the customer of innovations in the online application.

4.3 Danielle Software & Service may, at its own and sole discretion, supplement or change the support policy from time to time. The customer may purchase additional support services of his own accord and at the currently valid rates set out by Danielle Software & Service.

4.4 The customer shall use the Service Desk provided by Danielle Software & Service for support via the internet.

4.5 Danielle Software & Service shall provide the documentation for using the Service Desk.

4.6 Should Danielle Software & Service's review of non-conformity suggest, at Danielle Software & Service's reasonable discretion, that the reported problem is not due to non-conformity but rather to other causes, including but not limited to data entries that do not comply with documentation guidelines, misuse or incorrect use of the online application by the customer, modifications or additions to the online application that were not implemented by Danielle Software & Service, or due to networks problems, Danielle Software & Service shall not carry out the given task but shall make the customer an offer for this additional service subject to payment which he can accept or refuse.

4.7 The contractual term shall begin on the date payment is made by the customer and continues to run for the period for which the file was paid unless notice of termination is given in accordance with clause 13 or any other form of termination permitted under this agreement.

4.8 Danielle Software & Service may outsource all or part of the services to a subcontractor without the customer's prior consent. However, outsourcing is only permitted if, by contract, the subcontractor is subject to at least data protection obligations comparable to those specified in this agreement. The customer must also be able to exercise his rights effectively vis-à-vis the subcontractor. Danielle Software & Service shall carefully select the subcontractor, taking particular account of the suitability of the technical and organisational measures taken by the subcontractor. Danielle Software & Service shall regularly check that the subcontractor fulfils his obligations. The check and the results must be documented in detail so that these can be understood by an expert third party.

4.9 Sub-contracting relationships within the scope of this agreement are only those services that are directly related to the provision of the main service. Additional services such as transport, maintenance and cleaning as well as the use of telecommunications services or user services are not included. Danielle Software & Service's obligation to ensure data protection and data security also remains unchanged in these cases.

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4.10 Subsidiaries and affiliated companies of Danielle Software & Service, all of which have the same beneficial owners and are therefore part of the group and are located in the EU or the EEA, may be involved, as a subcontractor, in the processing of personal information to the extent specified in this agreement. The other obligations of Danielle Software & Service vis-à-vis subcontractors, which are set out herein, remain unchanged.

5. Customer information

5.1 The following customer information is processed provided that the customer has entered or imported this into the online application:

- (a) Personal data;
- (b) Education, further training, skills;
- (c) Contacts in emergencies, holiday addresses;
- (d) Employment contracts and any others;
- (e) Agreements such as regulations on expenses, shift work etc.
- (f) Department, tasks, organisation;
- (g) Agreements on holidays and working hours
- (h) Sick notes and holiday slips
- (i) Other documents and contracts with an employee.

5.2 All employees, trainees and other employees, managers, freelancers for the customer are involved in processing provided that these have been entered or imported into the online application.

5.3 Danielle Software & Service shall not transfer personal information to third parties and shall thwart access to personal information by unauthorised third parties in an evaluable or readable form, unless access is called for by legal or official requirements of any kind. The customer has all rights, titles and interests in and to all customer information and is solely responsible for the legality, reliability, integrity, accuracy and quality of his data.

5.4 If customer data are lost or damaged, Danielle Software & Service shall make reasonable economic efforts to recover the lost or damaged customer data with the help of the final backup of such customer data held for archiving by Danielle Software & Service in accordance with its procedures. Danielle Software & Service shall not be responsible for the loss, deletion, modification or disclosure of customer data by a third party (except for those third parties whom Danielle Software & Service has subcontracted to provide services in connection with the maintenance and security of customer data).

5.5 In providing the services, Danielle Software & Service shall comply with all legal data protection and security guidelines with regard to the protection and security of customer data.

5.6 Should Danielle Software & Service process personal data on behalf of the customer in the performance of its contractual obligations, the parties declare their intention that the customer shall control the data and Danielle Software & Service shall process the data and in any case:

- (a) the customer acknowledges and agrees that personal information for the purpose of providing the services and for the other obligations of Danielle Software & Service shall be stored in accordance with this agreement as specified by the customer in the order;
- (b) the customer shall ensure that the customer has the right to transfer the personal information in question to Danielle Software & Service so that Danielle Software & Service can lawfully use, process and transfer the personal information in accordance with this agreement and on behalf of the customer;
- (c) the customer shall ensure that all relevant third parties were informed and have given their consent to this use, processing and transfer as specified in the applicable laws on data protection;
- (d) Danielle Software & Service shall only process personal information in accordance with the terms and conditions of this agreement and all other legal regulations that the customer occasionally specifies; and
- (e) each party agrees to take appropriate technical and organisational measures to prevent unauthorised and unlawful processing of personal information or prevent its accidental loss, deletion or damage.

6. The duties of Danielle Software & Service

6.1 Danielle Software & Service shall only process personal information as agreed in the contract or as instructed by the customer unless Danielle Software & Service is bound by law to implement a certain type of processing. If such obligations exist, Danielle Software & Service shall inform the customer of these before processing starts unless the exchange of such information is not permitted by law. Danielle Software & Service shall not use the personal information provided for processing for any other purposes, in particular not for its own purposes.

Danielle Software & Service undertakes to provide the services essentially in accordance with the documentation and with sufficient expertise and care.

6.2 As far as the customer is concerned, Danielle Software & Service shall ensure:

- (a) that customer data processed within the scope of an order shall only be corrected, deleted or blocked in accordance with the contractual terms and conditions or on the customer's instructions;
- (b) that the persons involved in data processing have been informed of the relevant data protection regulations and of this agreement;

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(c) that the persons involved in processing orders are suitably trained and monitored on a continuous basis with regard to compliance with data protection requirements;

(d) that all the licences, agreements and approvals required to fulfil its obligations resulting from this agreement have been submitted;

(e) that all its duties shall be performed with sufficient expertise and care in accordance with these general business terms and conditions;

(f) that the service to be provided has the quality and functionality as finally described in the documentation;

(g) that constant access to the online application is possible in compliance with clause 6.4 (a);

(h) that in the event of termination as specified under clause 13.1, all customer information stored on behalf of the customer shall be promptly made available to him on termination, that he can export and store this by himself locally in his IT environment and that the services are essentially provided in accordance with the documentation (that may be subject to updating). After export, the customer information shall be deleted or destroyed promptly and irretrievably provided there are no disputed claims or other storage obligations (commercial law, accounting). Data should be deleted in such a way that retrieval, even of residual information, is no longer possible with justifiable effort.

6.3 Danielle Software & Service may provide information to third parties or those concerned only with the prior consent of the customer. He shall immediately forward any inquiries addressed directly to them to the customer.

6.4 Danielle Software & Service shall appoint a competent and reliable person as data protection officer, if this is required by law. The customer can contact the data protection officer directly in the event of doubt. Danielle Software & Service shall inform the customer, on request, of the contact details for the data protection officer or of the reasons why no officer has been appointed.

6.5 In principle, orders are processed within the EU or the EEA.

6.6 These general business terms and conditions do not prevent Danielle Software & Service from entering into similar agreements with third parties, or irrespective of this, from developing, using, selling or licensing documentation, products and/or services that correspond to those covered by this agreement.

6.7 The obligation under clause 6.1 does not apply to non-conformity that has arisen from use of the services contrary to the instructions laid down by Danielle Software & Service or modifications or changes to the services made by a party other than Danielle Software & Service or by contractors or representatives correctly authorised by Danielle Software & Service. If the services are not consistent with the preceding obligation, Danielle Software & Service shall, at its own expense, make all reasonable economic efforts to correct such non-conformity without delay or to provide the customer with alternative means of fulfilling the desired service. Such correction or replacement is the sole and exclusive remedy for the customer in the event of any breach of the obligation under clause 6.1. Notwithstanding the above provisions:

(a) Danielle Software & Service does not guarantee that the use of the services by the customer will be free from interference or failure; or that the services, documentation and/or information received from the customer due to the services will meet the customer's requirements; and

(b) Danielle Software & Service is not responsible for delays, delivery errors or other losses or damages that result from the transfer of data via communication networks and channels, including the internet and the customer accepts that the services and documentation may be subject to limitations, delays and other problems that are inherent to the use of such communication systems.

6.8 Irrespective of the obligations of Danielle Software & Service under clause 6, the customer accepts that:

(a) a complex online application is never completely free from defects, errors or bugs and that Danielle Software & Service does not guarantee that the services will be completely free from such defects, errors or bugs;

(b) Danielle Software & Service does not guarantee that the services will be compatible with every application, program or software;

(c) Danielle Software & Service does not claim and will not claim to provide legal, tax or accounting advice within this agreement or in connection with the services and (unless explicitly expressed otherwise), Danielle Software & Service does not guarantee that the services cannot become the subject of civil or criminal liability on the part of the customer or another person;

(d) Danielle Software & Service and their subcontractors do not guarantee that the services will be consistent with customer requirements. The security mechanisms that are included in the services are subject to specific restrictions and it is the customer's responsibility to check if the services are consistent with his requirements. The customer shall be entirely responsible for the selection of the services and their suitability for achieving the set goals. The customer agrees that the use of the software is no substitute for the exercise of commercial or professional judgment.

6.9 The customer:

(a) grants Danielle Software & Service:

(i) the non-exclusive right to use the customer information solely for the purpose of providing the online application, insofar as this is necessary;

(ii) the necessary access to such information that Danielle Software & Service could need to provide the services;

access to security information and configuration services in order to provide the online application and the services, including but not limited to customer information:

(b) is solely responsible for assessing the admissibility of the commissioned processing and for safeguarding the rights of data subjects;

(c) takes into account all applicable laws and regulations in his activities within this agreement;

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- (d) issues all orders, partial orders or instructions. In urgent cases, instructions can be issued by e-mail. Such instructions shall be confirmed by the customer without delay and documented;
- (e) informs Danielle Software & Service immediately if he detects errors or irregularities in the examination of the results of an order.
- (f) is entitled to monitor the compliance with data protection regulations and contractual agreements at Danielle Software & Service himself or by third parties to an appropriate extent, in particular by obtaining information and inspecting the stored data and the data processing programs as well as other on-site controls. Controls at Danielle Software & Service must be carried out without disrupting business operations. Checks are carried out at reasonable notice and during the business hours of Danielle Software & Services and not more frequently than every 12 months.
- (g) shall fulfil all other obligations for the customer contained in these general terms and conditions immediately and efficiently. Should the customer delay in providing such support services as agreed by the parties, Danielle Software & Service may, if necessary, adjust the agreed schedules or delivery plans;
- (h) shall ensure that the authorised users use the services and documentation in accordance with these terms and conditions and documentation and shall be responsible for any violation of this agreement by an authorised user;
- (i) shall acquire and maintain all licenses, consents and approvals that Danielle Software & Service, its subcontractors and agents require to perform their obligations under these terms and conditions, including but not limited to the services;
- (j) shall ensure that his networks and systems comply with the respective [specifications](#) provided by Danielle Software & Service; and
- (k) shall be solely responsible for the provision and maintenance of his network connections and telecommunications connections from his systems to Danielle Software & Service's data centres, as well as for any problems, conditions, delays, delivery errors and other losses or damages caused by or in connection with the customer's network connections or telecommunications connections or caused by the internet.

7. Changes

7.1 Should one party wish to change the scope of the services, it must inform the other party in writing of the details of the changes requested.

7.2 Should a party wish to change the scope of the performance of the services, Danielle Software & Service shall provide the customer with a written estimate within a reasonable time:

- (a) the time likely to be required to implement the changes;
- (b) any change to Danielle Software & Service's fees due to such a change;
- (c) the likely impact of the change on the services;
- (d) other effects of the change on the conditions of services.

7.3 Should Danielle Software & Service require a change in the scope of the services, the customer shall not be obliged to agree to this unless and until the parties have agreed in writing the necessary changes to the fees and other relevant terms of the agreement to take account of the change.

7.4 Should the customer wish Danielle Software & Service to proceed with the change, Danielle Software & Service shall not be obliged to do so unless and until the parties have agreed in writing the necessary changes to the fees and other relevant terms of the agreement to take account of the change.

8. Fees and payment

8.1 The customer shall pay Danielle Software & Service subscription fees for user subscriptions in accordance with clause 8. The payment of subscription fees is an essential part of the contract.

8.2 On the date these terms and conditions come into effect, the customer shall provide Danielle Software & Service with valid, current, complete and approved information on the order, in a form acceptable to Danielle Software & Service, as well as all other relevant, valid and complete contact and invoicing information.

8.3 Danielle Software & Service shall invoice the customer for the subscription fees according to the order and carry out the payment online. In the case of payment by basic SEPA direct debit or corporate SEPA direct debit, the customer authorises Danielle Software & Service to collect the invoice amount from the account specified by issuing an appropriate SEPA mandate.

The direct debit will be collected within a few days after conclusion of the contract.

The deadline for pre-notification shall be reduced to one day before the due date. The customer is obliged to ensure that there are sufficient funds in the account to cover the debt on the due date. The customer can request the reimbursement of the debited amount within eight weeks, starting on the debit date. The terms and conditions that have been agreed with the customer's bank shall apply. In the event of a return debit note due to the fault of the customer, the customer must bear the bank charges incurred.

8.4 If Danielle Software & Service has not received payment in due time after the payment date, if the direct debit cannot be made for any reason whatsoever, or if the customer fails to pay the invoice within a reasonable period and without prejudice to any other rights and remedies of Danielle Software & Service, the following shall apply:

- (a) Danielle Software & Service may terminate the contract within 10 days without Danielle Software & Service being obliged to pay damages to the customer.
- (b) Without prejudice to any other rights and remedies of Danielle Software & Service, Danielle Software & Service may demand payment of the customer's unpaid fees under this agreement so that they are due and payable immediately;

8.5 All amounts or fees under this agreement:

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(a) are to be paid in euros;

(b) are subject to clause 12.4 (b), are not terminable or refundable unless otherwise agreed in this agreement;

(c) do not include VAT and other applicable taxes; these shall be added to the invoice amount by Danielle Software & Service at the applicable tax rate. The customer shall pay all taxes related to these services in accordance with this agreement. If Danielle Software & Service is required by law to pay or to collect taxes for which the customer is responsible, Danielle Software & Service shall invoice the customer for these amounts, unless the customer can produce a valid tax exemption certificate issued by the competent tax authority that he shall submit to Danielle Software & Service.

8.6 Danielle Software & Service may increase the subscription fees within 60 days after prior notification to the customer. Subscription fees are deemed to have changed accordingly. Notwithstanding the aforementioned, Danielle Software & Service, after notifying the customer, may increase the subscription fees and any other fees in relation to every average increase in the retail price index over a period of 12 months prior to the date of notification. The said increase shall take place 30 days after the date of coming into effect once the customer has been informed.

9. Property rights

9.1 The customer acknowledges and agrees that, subject to the limited rights of use granted in this agreement, Danielle Software & Service and/or its licensor(s) hold(s) all intellectual property rights concerning the services and documentation, including but not limited to the user interface, brands and underlying technology. Unless expressly stated in this contract, the customer shall not be granted any rights to patents, copy rights, database rights, trade secrets, trade marks (whether registered or not) or any other rights or licences related to the services or documentation.

9.2 The customer shall not perform or allow any actions that infringe, restrict or interfere with Danielle Software & Service's ownership or rights to the Services, the online application and related documentation. The customer shall inform Danielle Software & Service within five (5) working days if the customer becomes aware of any unauthorised use of all or part of the online application or services by another person and the customer shall co-operate fully with Danielle Software & Service in activities that are required to prevent such unauthorised use.

9.3 Ownership and rights to any content that may be accessed by means of the services are owned by the respective owners of such content. The right to the services, as granted by this agreement, does not include any rights in respect of such contents.

9.4 Danielle Software & Service confirms that it is in possession of all the necessary rights related to the services and documentation in order to grant all rights according to the terms and conditions of this agreement.

10. Confidentiality

10.1 Danielle Software & Service is committed to maintaining strict confidentiality during processing. Persons who may obtain knowledge of customer data processed in the order must undertake in writing to maintain confidentiality, unless they already have a legal obligation to observe confidentiality.

10.2 One party may grant the other party access to its confidential information in order to fulfil the obligations set out in this agreement. A party's information is not considered confidential if it contains information that:

(a) will or would be known to the public without any act or omission on the part of the recipient;

(b) was in the legal possession of the recipient before disclosure;

(c) the recipient received from a source other than the disclosing party, without any restrictions for disclosure;

(d) was developed by the recipient independently and this independent development can be proven by written documents; or

(e) by law must be disclosed by order of a court of competent jurisdiction or of a regulatory or administrative body.

10.3 Each recipient undertakes to keep confidential the confidential information and, unless required by law, not to disclose this information to third parties, to use the confidential information solely for the authorised purpose under this agreement.

10.4 Each recipient of information shall undertake all necessary measures to ensure that the disclosed information is not disclosed or distributed by its employees or representatives in violation of the terms of this agreement.

10.5 Neither party to this agreement shall be held responsible for loss, damage, destruction, amendment or disclosure of confidential information that was caused by third parties.

10.6 The customer acknowledges that information regarding the services and the results of all service checks is the confidential information of Danielle Software & Service.

10.7 Danielle Software & Service acknowledges that customer information is the confidential information of the customer.

10.8 Without restricting the confidentiality provisions under this agreement, the parties agree that each party may use the non-confidential content of this agreement, to a reasonable extent, for ordinary marketing purposes and that each party may use the other party's trademarks, service marks, logos and trade names for that purpose in accordance with the other party's usual policies and principles for the use of trademarks. Except as provided in this clause, the parties acknowledge and agree that nothing in this agreement transfers to either party any license, right, claim or interest in the other party's trademarks.

10.9 Clause 10 remains in force even after this agreement has ended.

11. Compensation for damages

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11.1 The customer agrees to defend, compensate and hold Danielle Software & Service harmless (including but not limited to reasonable lawyer's fees and costs) against all claims, actions, lawsuits, losses, damages, expenses and costs arising out of or in connection with the customer's use of the services, provided that:

- (a) the customer is informed immediately of any such claims:
- (b) Danielle Software & Service agrees to help the customer to contest or settle such a claim at the expense of the customer; and
- (c) the customer has the exclusive right to contest or settle such a claim.

11.2 Danielle Software & Service agrees to defend the customer, his employees and managers against all claims that result from the infringement of a patent, with effect from the day of coming into force, infringement of copyright, trademark law, law on databases or an obligation of non-disclosure by the services and documentation and to compensate the customer for all amounts, provided that:

- (a) Danielle Software & Service is informed immediately of any such claims:
- (b) The customer agrees to help Danielle Software & Service to contest or settle such a claim at the expense of Danielle Software & Service; and
- (c) Danielle Software & Service has the exclusive right to contest or settle such a claim.

11.3 In defending or settling a claim, Danielle Software & Service may grant the customer the right to continue to use, replace or alter the services so that the services no longer infringe the rights of third parties or if such legal remedies are not possible, Danielle Software & Service may terminate this agreement with the customer within 7 working days without being liable to pay damages or other additional costs to the customer, except the repayment of the pre-paid subscription fees.

11.4 In no event shall Danielle Software & Service, its employees, representatives or sub-contractors be liable to the customer, if the alleged infringement is the result of:

- (a) a change in the services or documentation made by a party other than Danielle Software & Service: or
- (b) the use of the services or documentation by the customer in a manner not in accordance with the instructions laid down by Danielle Software & Service; or
- (c) the use of the services or documentation by the customer after Danielle Software & Service or an appropriate authority informed the customer about an alleged or actual infringement.

11.5 The customer's general and exclusive rights as well as legal remedies and all the liability obligations of Danielle Software & Service (including employees, representatives and sub-contractors of Danielle Software & Service) with respect to the infringement of a patent, copyright, trademark law, law on databases or an obligation to maintain confidentiality are set out in the previous clause and in clause 12.4.

12. Limitation of Liability

12.1 Clause 12 sets forth exclusively the liability on the part of Software & Service towards the customer (including liability for actions or omissions by its employees, representatives or sub-contractors):

- (a) within the scope or in connection with this agreement;
- (b) with respect to the use, in full or in part, of the services and documentation by the customer; and
- (c) with respect to any assurance, statement, wrongdoing or omission including negligence under or in connection with this Agreement.

12.2 Unless it is expressly stated and provided for in this agreement:

- (a) the customer assumes sole responsibility for the results arising from the use of the services and documentation by the customer as well as the conclusions drawn from them. Danielle Software & Service shall not be liable for damages caused by errors or omissions in information, instructions or scripts relating to the services provided by the customer to Danielle Software & Service, or for actions taken by Danielle Software & Service at the request of the customer;
- (b) all warranties, assurances, terms or other conditions under general law or common law are excluded to the maximum extent permitted by law for this agreement; and
- (c) the services and documentation are made available to the customer on an "actual basis".

12.3 The provisions in these conditions of use shall not exclude or limit the liability of Danielle Software & Service for:

- (a) death or personal injury caused by negligence on the part of Danielle Software & Service; or
- (b) Fraud or fraudulent misrepresentation.

12.4 Depending on clause 12.2 and clause 12.3:

- (a) Danielle Software & Service shall not be held liable for loss of profit, operating failures, loss of goodwill and/or similar losses or special direct or indirect consequential damages, costs, damages, fees or expenses arising under these terms of use; and,

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(b) the total liability for Danielle Software & Service for damages under this agreement (including damages subject to clause 12.2), unlawful acts (including negligence or breach of law), misrepresentation, reimbursement or otherwise in connection with the performance or intended performance of this agreement is limited to €5,000.00 (five thousand).

13. Duration and termination

13.1 Unless otherwise terminated subject to Clause 13, this agreement shall commence on the date of its entry into force and shall be for an indefinite period.

(a) The customer can terminate this agreement at any time. The contract shall end, at the earliest after 21 days, at the end of the month of the month in question, unless the agreement has been terminated otherwise and subject to these terms of use;

(b) The customer may only assert the right of termination pursuant to § 543 para. 2 No. 1 BGB (German Civil Code) on condition that he has previously requested Danielle Software & Service in writing to remedy the defect within a reasonable period of at least two weeks and that the period has elapsed without success.

13.2 Without limiting other rights and remedies of either party, either party may terminate the agreement without liability towards the other party if:

(a) the other party commits a material breach of any of its obligations under this agreement and fails to remedy the breach within 30 days (if remedial action can be taken) after that party has been notified of the breach in writing; or

(b) a court order or decision regarding the other party's insolvency has been made or a situation arises which entitles a court to make such a judgment with respect to the other party; or

(c) an application for the appointment of an insolvency administrator has been filed to administer the affairs, business and property of the other party or an application for the appointment of an insolvency administrator with respect to the other party has been filed at a competent court or a letter of intent to appoint an insolvency administrator has been filed by the other party, its directors or a person authorised for that purpose; or

(d) a receiver for the assets or operations of the other party has been named or a situation arises that entitles a competent court or creditor to appoint a receiver or administrator of the other party or another person takes possession of or sells the assets of the other party; or

(e) the other party enters into an agreement or settlement with its creditors or files an application at a competent court for the protection of its creditors; or

(f) the other party stops its business operations or threatens to stop its business operations; or

(g) there is a change of the other party's partners; or

(h) similar actions are taken against the other party in any jurisdiction as a result of fault.

13.3 Upon termination of the agreement, for any reason whatsoever:

(a) Danielle Software & Service shall provide the customer with the most up-to-date backup of customer information in its possession as an Excel file at the end of the contract, if the application does not allow the customer to download the stored customer data and store it in his own IT environment. Danielle Software & Service shall make reasonable commercial efforts to provide the customer with the backup within 50 days of termination of the agreement provided that the customer has paid all fees outstanding or resulting from the termination at this time. Following this, Danielle Software & Service shall delete the customer data.

(b) all provisions of this agreement shall become ineffective, apart from the following provisions of this agreement that continue to exist and remain in force (unrestricted in accordance with their definition or otherwise): Clauses 1, 10, 11, 12, 13, 21.

(c) each party shall return any materials, property, documentation and other items (and copies thereof) belonging to the other party;

(d) all services that are to be provided by Danielle Software & Service under this agreement shall be discontinued immediately; and

(e) the rights accrued by the parties at the time of termination or the continued existence of provisions after termination, which were explicitly defined or implicitly continue to exist even after termination, shall not be affected or restricted by this.

13.4 On termination of the agreement and at the customer's request, Danielle Software & Service shall provide all reasonable services to support the customer during the proper transfer of all customer information, functions and operations involving the services back to the customer or a third party specified by the customer. The period for implementing the reversion of the services shall be referred to as 'transition period'. Danielle Software & Service shall provide the transition services to the customer at the daily rates defined by Danielle Software & Service for each man-day.

14. Force majeure

Danielle Software & Service shall not be liable towards the customer if the performance of its contractual obligations or the performance of its business activities is prevented or delayed by actions, events, omissions or accidents outside of its reasonable control, including and without limitation to strikes, lock-outs or other industrial action (whether with or without the participations of the employees at Danielle Software & Service or the other party), a breakdown in supply services or the transportation and telecommunication networks, force majeure, war, insurrection, civil unrest, malicious damage to property, rules, regulations or instructions, accidents, destruction of plant or machinery, fire, flooding, storm or failure of suppliers or subcontractors, provided that the customer is informed of such an event and its probable duration.

15. Waiver

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15.1 A right may only be waived under these general business terms and conditions if this is made in writing and it only applies to the party to whom the waiver is addressed and the circumstances for which it is made.

15.2 Unless otherwise stated, the rights arising from this agreement are cumulative and do not exclude rights on the basis of statutory regulations.

16. Severability clause

16.1 If one provision of these terms and conditions (or part of a provision) is declared invalid, non-enforceable or unlawful by a court, an administrative authority or a competent jurisdiction, this provision shall be amended so that it has the same economic effect, as far as possible, as the original provision and so that it does not affect or limit the legality, validity and feasibility of the other provisions of these general business terms and conditions.

16.2 If invalid, unenforceable or unlawful provisions become valid, executable and legally binding by deletion of part or all of the provision, the provision shall apply with all changes necessary to implement the original intention of the parties.

17. Completeness of agreement

17.1 These terms of use and all documents referred to herein constitute (as long as there is no case of fraud) the final and complete agreement between the contractual parties and supersede all previous agreements, understanding or contracts between the parties in this respect. Any amendment to this contract must be made in writing and signed by or on behalf of the parties.

17.2 The parties acknowledge and agree that by accepting an agreement, they shall not assert any undertaking, promise, insurance, statement, representation, warranty or agreement (whether in writing or not) against any person (whether or not they are a party to the agreement) with respect to the contents of this agreement, unless explicitly stated in this agreement.

18. Act of transfer

18.1 The customer may not assign, transfer, commission, resell or otherwise trade any of its rights or obligations, in full or in part, under these terms of use without the prior written consent of Danielle Software & Service.

18.2 Danielle Software & Service may at any time assign, transfer, commission, resell or otherwise trade any of its rights or obligations, in full or in part, under these terms of use.

19. No partnership

No provision of these terms of use may or is intended to be used to form a partnership between the parties or to enable one party to act as a representative of the other party. Furthermore, no party is entitled to act on behalf of the other party, nor to otherwise bind the other party (including but not limited to warranties and assurances, the acceptance of an obligation or liability or the exercising of a right or power).

20. Rights of third parties

These terms of use do not transfer any rights to other persons or parties (other than the parties entering into the agreement and, if applicable, their successors or authorised agents).

21. Applicable law and place of jurisdiction

21.1 The agreement and all disputes or claims arising from or in connection with its subject matter are subject to and shall be construed in accordance with the laws of the Federal Republic of Germany, excluding the application of conflicts of laws, including the UN Convention on Contracts for the International Sale of Goods.

21.2 The parties shall make the best possible effort to negotiate in good faith and settle amicably any dispute arising out of or in connection with this agreement.

21.3 If disputes cannot be settled amicably, the parties shall try to resolve any conflicts arising from or affecting these terms of use by mediation in accordance with the respective, current regulations on the settlement of disputes issued by the 'Deutschen Institution für Schiedsgerichtsbarkeit' (DIS) (German Institution for Arbitration).

21.4 Unless otherwise agreed between the parties, the mediator will be nominated by DIS. Mediation shall be initiated when one party submits a written mediation request to the DIS, Beethovenstr. 5 – 13, 50674 Cologne, Germany and to the other party. Mediation shall begin at least fourteen (14) days after the date of the notification regarding the initiation of mediation procedure.

21.5 No party may commence any court proceedings in relation to any dispute arising out of or in connection with these terms of use if an attempt has not been made to resolve the dispute by mediation beforehand, provided that the right to initiate proceedings is not prejudiced by a delay.

21.6 In the event that a dispute is not capable of resolution in accordance with the aforementioned DIS mediation procedure then the parties agree that the dispute may be referred by a party to the courts of the Federal Republic of Germany which shall have final, exclusive and irrevocable jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with these terms of use or their formation or validity (including non-contractual disputes or claims) and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of the Federal Republic of Germany.

22. Miscellaneous

22.1 For the duration of this agreement, each party shall take out appropriate insurance policies, at its own expense and in accordance with its obligations under this agreement, including and if applicable, commercial liability insurance, liability for errors and omissions, employer's liability and employee accident insurance as required by law.

22.2 Any insurance or agreement should have been concluded before the services started.

ANNEX 1

ANNEX ON THE DATA PROCESSING OF PERSONAL INFORMATION

The annex on the data processing of personal information regulates the rights and duties of the customer as well as Danielle Software & Service in relation to personal information that is processed within the context of the general business terms and conditions of Danielle Software & Service on behalf of the customer and his affiliated companies. This annex is an integral part of the general business terms and conditions. All the terms that were defined in the general business terms and conditions and referred to in this annex have the same meaning as in the general business terms and conditions.

1. Customer's obligations

- 1.1 The customer confirms herewith that the use of this subscription represents an order to process customer information that Danielle Software & Service shall provide within the context of the functionality offered to the customer.
- 1.2 The customer acknowledges that the customer and his affiliated companies (Data Controller in each case (responsible for processing)) have sole responsibility for the legitimacy of processing personal information as well as for safeguarding the rights of data subjects.
- 1.3 The customer shall ensure that his affiliated companies, where required by law, send their orders or information to the customer in writing, by e-mail, to authorise Danielle Software & Service and its affiliated companies to process personal information under the agreement.
- 1.4 The customer shall ensure that the personal information is provided to Danielle Software & Service for processing purposes. The results of data processing shall be provided to the customer by Danielle Software & Service in accordance with the functions implemented for the subscription.
- 1.5 The customer shall inform Danielle Software & Service immediately if errors or irregularities in the processing of personal data are detected.
- 1.6 The customer shall ensure that his affiliated companies authorise him to authorise Danielle Software & Service to act as his sub-contractor for the processing of personal information.
- 1.7 The customer shall ensure that there are no legal provisions facing the customer that would prevent Danielle Software & Service from fulfilling its contractual obligations under this agreement in accordance with applicable law. This includes, among other things, the assurance that all data subjects have given their consent to the possible processing of personal information.

2. The duties of Danielle Software & Service

- 2.1 Danielle Software & Service shall process, only in accordance with the instructions of the Data Controller, the personal information and other operating data that the customer has provided to Danielle Software & Service; this can involve (unrestrictedly) the correction, deletion and/or blocking of data, if and to the extent that the functionality of the service makes it impossible for the customer to do so. The personal information shall not be used by Danielle Software & Service for any purpose other than to provide the subscription regulated by this agreement. Danielle Software & Service shall store this personal information only for the period of time defined by the customer. The storage times prescribed by law are not affected by this.
- 2.2 Danielle Software & Service shall only employ staff to process personal information who have demonstrably undertaken to observe data secrecy in accordance with the relevant data protection laws.
- 2.3 Danielle Software & Service shall take every technical and organisational measure to fulfil the requirements in accordance with the applicable data protection laws. Danielle Software & Service shall take and continuously implement every appropriate technical and organisational measure to safeguard personal information and to protect it from unauthorised or unlawful processing and unintentional loss, unintentional destruction or accidental damage. In particular, Danielle Software & Service shall take the following measures for data protection purposes and shall regularly review their implementation:
 - a. Access control: Danielle Software & Service shall operate an access control system.
 - b. Access control: Danielle Software & Service shall control and log access to the data processing systems.
 - c. Access restriction control: Danielle Software & Service shall define, implement and monitor a concept for user rights, password rules and login procedure for remote or physical access to the service by its staff for the purpose of operating, maintaining, supporting or securing the service.
 - d. Transfer checks: Danielle Software & Service shall secure the transfer of personal information in encoded form or by a safe alternative process. Transfers must be logged.
 - e. Input checks: Danielle Software & Service shall implement a detailed logging system for the input, change and deletion or blocking of personal information to the greatest possible extent that can be supported by the subscription.
 - f. Job checks: Danielle Software & Service shall define and implement control mechanisms to ensure strict compliance with the Data Controller's instructions as communicated by the customer to Danielle Software & Service, accepted by Danielle Software & Service and set out in the general terms and conditions for data processing.
 - g. Availability checks: Danielle Software & Service shall operate a state-of-the-art backup system and shall define a recovery procedure to protect personal data from accidental destruction and loss.

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h. Data separation: Danielle Software & Service shall ensure that personal data collected for different purposes (e.g. different customers) can be processed separately by technical means and by means of defined organisational procedures. Technical means can be separate computer systems or a demonstrably logical separation in a multi-client architecture. Access by a Danielle Software & Service customer to data of other Danielle Software & Service customers is to be prevented.

i. Since Danielle Software & Service provides the subscription, in a uniform manner, to all customers via a hosted, web-based application, all appropriate and current technical and organisational measures apply to all Danielle Software & Service customers for whom the subscription is hosted by the same data centre and who have subscribed to the same service. The customer is aware and agrees that the technical and organisational measures depend on technical progress and technical development. With respect to this, Danielle Software & Service is authorised, in particular, to implement adequate alternative measures provided that the security level of the measures is maintained. In the event of essential changes, Danielle Software & Service shall send the customer appropriate notification together with any necessary documentation by e-mail or by posting on the website for the subscription or an alternative website easily accessible to the customer.

2.4 If the security measures taken by Danielle Software & Service do not comply with the legal requirements, Danielle Software & Service shall inform the customer immediately.

2.5 Danielle Software & Service shall notify the customer if Danielle Software & Service believes that any instructions given by the customer on behalf of the customer violate data protection laws. Danielle Software & Service is not obliged to carry out comprehensive legal checks.

2.6 Danielle Software & Service shall inform the customer immediately of serious interruptions in the operating process, of suspected breaches of data protection regulations and other irregularities in connection with the processing of data. The notification must be sent within 24 hours at the latest from the time Danielle Software & Service learned of the relevant event to an address specified by the customer. It must at least contain the following details:

(a) a description of the nature of the violation of the protection of personal data, indicating where possible the categories and approximate number of data subjects, the categories concerned and the approximate number of personal data records concerned;

(b) the name and the contact details of the data protection officer or another contact for further information;

(c) a description of the probable consequences of the violation of the protection of personal data;

(d) a description of the measures taken or suggested by Danielle Software & Service to remedy the violation of the protection of customer's personal data and, if necessary, measures to alleviate its possible adverse effects.

2.7 On written request and at the customer's expense, Danielle Software & Service shall adequately assist the customer in his obligations under Articles 33 and 34 of the General Data Protection Regulation and in handling requests from individual data subjects and/or a supervisory authority for the processing of personal data controlled by the customer.

2.8 On expiry or termination of the subscription, Danielle Software & Service must either (i) return to the customer all the customer's data and all copies or reproductions of such data (except backup media used for several Danielle Software & Service customers and regularly overwritten) or (ii) delete and/or destroy such personal data and media in production systems and document the deletion and/or destruction to the customer in writing in accordance with the general terms and conditions (or any other relevant contractual provision) and the customer's instructions.

2.9 Danielle Software & Service shall provide regular proof of the fulfilment of its obligations, in particular the complete implementation of the agreed technical and organisational measures and their effectiveness. The proof is to be given to the customer on request at any time.

2.10 The mandatory provisions of the applicable data protection laws and regulations shall apply in addition and take precedence if and to the extent that they conflict with the terms of this annex.

3. Sub-contractors

Danielle Software & Service is entitled to subcontract the processing of personal data ("sub-processor"), whereby Danielle Software & Service remains responsible for all acts or omissions of its sub-processors, as for its own acts or omissions. Danielle Software & Service shall transfer its obligations towards the customer according to this document to the subcontractors and shall oblige them to comply with all relevant data protection regulations. On request, Danielle Software & Service shall inform the customer by e-mail or via the website or otherwise of the name, address and role of each sub-processor concerned. Danielle Software & Service shall ensure that every sub-processor ensures a sufficient level of data protection, either by law or through a contract with Danielle Software & Service, which essentially provides no less protection than the obligations that Danielle Software & Service undertakes under the general terms and conditions.

4. Customer's control rights

4.1 The customer has all rights necessary to verify that Danielle Software & Service processes the personal data properly in accordance with the agreement. These control rights are to be exercised in cooperation with Danielle Software & Service.

4.2 Danielle Software & Service shall secure, by contract, the customer's power of disposal and control rights arising from this annex with the sub-processors of Danielle Software & Service who may come into contact with the personal data. Where applicable data protection law requires that a Data Controller enter into a direct contractual relationship with Danielle Software & Service, Danielle Software & Service shall hereby authorise the customer to enter into the necessary agreement with the Data Controller on behalf of Danielle Software & Service, but only on the basis of a contract template that Danielle Software & Service shall make available to the customer on request.

4.3 Services provided by Danielle Software & Service in connection with the customer's control rights shall be at the customer's expense.

5. Special confidentiality obligation

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Danielle Software & Service undertakes to keep the personal data disclosed to Danielle Software & Service confidential and to use it exclusively for data processing in connection with the provision of the service, as provided for in the agreement. Danielle Software & Service undertakes to impose the same confidentiality obligations on its employees, who may become aware of personal data, as entered into above by Danielle Software & Service. Danielle Software & Service shall make economically justifiable efforts to provide regular training on IT security and data protection to employees who are granted access to personal data.