

Special Terms and Conditions Software as a Service (STCSaaS) DOCUFY GmbH

1 Scope of application

These terms and conditions (STCSaaS) are governing DOCUFY's product "Software as a Service (SaaS)" meaning that DOCUFY operates software on an IT infrastructure and enables the customer to use the functionalities of the software via telecommunications equipment (SaaS licence). DOCUFY's services are subject to DOCUFY's General Terms and Conditions (GTC). These STCSaaS shall supplement the GTC. In case of doubt, the provisions of these STCSaaS shall take precedence over the provisions of the GTC.

If DOCUFY uses third-party software or the customer requires third-party software in order to be able to use DOCUFY's services, the licence conditions of the third-party provider shall apply. The customer shall obtain knowledge of their content and agree or otherwise raise objections with DOCUFY without delay. In particular, the use of DOCUFY software may require the use of open source components. If DOCUFY supplies or installs third-party software, this shall be deemed to be on behalf of the customer, who shall acquire any software rights of use and licences directly from the third-party provider.

2 Use of SaaS

2.1 SaaS-Licence

The SaaS licence shall entitle the customer to use the software during the licence period in the scope of functions provided via telecommunications infrastructure. This shall also apply if the software has been customised or modified for the customer.

2.2 Licence model

Licensing is exclusively based on the named user model. The named (fixed) user licence shall grant the right to have the licensed software used by named users. Named users are natural persons who are part of the customer's organisation and who have access to the software by registering their name in the server system. Establishing access to the server system under the registration of another person shall constitute unauthorised overuse.

2.3 Non-authorised use

The SaaS licence shall in no case constitute a right for the customer to physically transfer the software. In particular, the customer shall not be authorised to download, save, reproduce or edit the software.

It is understood that the SaaS licence does not include any rights to the source code of the software.

It is prohibited to retranslate, decompile, disassemble, edit, port, translate or otherwise modify the software. Neither is it permitted to lease, lend or otherwise transfer SaaS access to third parties for a limited period of time.

2.4 Confidentiality

If access to the SaaS software is secured by passwords or licence keys, the customer shall undertake to treat these as strictly confidential. Disclosure to persons for whom the password is not intended, in particular third parties or other employees of the customer who are not authorised to use the password, is prohibited. The customer shall ensure that the password protection is complied with by means of adequate measures, including labour contract measures.

3 Warranty and liability

The customer shall only receive access to and the ability to use the SaaS solution in its current technical state.

DOCUFY shall not be liable for:

- defects that are neither reproducible nor demonstrated by machine-generated documents
- defects in the software or IT infrastructure that have no or only an insignificant effect on the utilisation required by the contract
- any usability of results produced with the software for the customer's purposes and/or suitability of the software for the customer's needs that are not subject to the contract.

The customer's right to self-remedy is expressly excluded.

Statutory rules on DOCUFY's liability for defects existing at the time of conclusion of the contract based on tenancy and/or similar legal usage relations is expressly excluded.

4 Support

DOCUFY shall provide the customer with contact persons who are available for operational support by telephone and/or e-mail during service hours (working days at the registered office of DOCUFY (Bamberg, Germany) from 09:00 a.m. to 05:00 p.m.). Operational support shall consist of support services for the use of the SaaS, in particular the recording of fault reports. User support shall be governed by the Special Terms and Conditions for Maintenance and Support (STCMS).

The customer shall nominate individuals as contact persons who are familiar with the customer's IT infrastructure and the SaaS solution (e.g. system administrators, IT managers). Operational support shall be provided to these contact persons. DOCUFY may provide operational support to other employees of the customer, though, in particular if this allows an enquiry to be clarified immediately. Operational support shall be limited to 5 person-hours of work at DOCUFY per calendar month.

It is understood that the following services are not covered by operational support:

- enquiries or services outside service hours
- support services not related to the operation of the SaaS solution
- customised programming services, in particular adaptation to new products and services, to customer's changes in operating procedures or to third-party software used by the customer
- on-site service
- training courses.

DOCUFY shall only provide such services and operational support beyond the monthly expense on the basis of separate agreement and remuneration.

5 Service Level: Availability

Specific availability of the SaaS solution shall only be owed if expressly agreed. Otherwise, the objective of uninterrupted access on working days during normal working hours shall be deemed to have been agreed. DOCUFY aims for a monthly average availability of 98.5% at the transfer point of the data centre of the IT infrastructure used. Restrictions on use due to planned maintenance work, customer content or technical faults in the customer's infrastructure shall not be taken into account.

Maintenance times ought to be scheduled at off-peak times (in the morning, over lunchtime or in the evening) or at weekends.

Deviating from this, DOCUFY shall be entitled to carry out any necessary maintenance work with 24 hours' notice.

6 Service Level: Fault processing

6.1 Fault classes

Disruptions to the intended usability of the SaaS services are categorised into classes and related resolution times are agreed.

Fault class	Description	Completion period
1	Disruption that prevents the intended usability of the SaaS service or impairs it in such a way that productive use by the customer is not economically possible.	24 hours
2	Disruption that leads to an impairment of essential functionalities of the SaaS service. The effects impair essential ongoing business processes and the productive use of the SaaS services by the customer.	5 days
3	Impairment of the usability of the software that does not significantly restrict the productive use of the software or occasional disruption.	4 weeks

The completion period shall begin with the receipt of a fault report by DOCUFY via the communication channels agreed between the parties for this purpose, provided that the customer describes the fault sufficiently for an assessment in the fault report or at DOCUFY's request (possible triggers or causes, information on the state of the system before and after occurrence of the fault, effect of the fault, special damage suitability, preliminary categorisation into a fault class, contact person with communication details).

The completion period shall only run during the agreed service times and shall be interrupted for the duration of outstanding co-operation services by the customer.

Completion periods shall be deemed to have been met when:

- DOCUFY remedies or avoids the fault or a work-around achieves a status no worse than fault class 3
- the restriction of productive usability is significantly improved
- DOCUFY determines that the malfunction is due to a cause outside of DOCUFY's sphere of performance.

If the disruption class is improved by a workaround or another measure, only the completion period agreed for the improved disruption class shall apply.

6.2 Faults not covered

It is understood that completion periods according to section 6.1 shall not apply to the following faults:

- disruptions and problems from the internet or telecommunications networks (e.g. DDoS attacks, network failure)
- faults for which the customer is responsible (e.g. technical components, changes e.g. to the system configuration, insufficient performance of components)
- disruptions that are not attributable to or do not affect DOCUFY's services (e.g. errors in third-party software or components)
- force majeure
- scheduled maintenance windows of less than 4 hours per day and less than 8 hours per week.

DOCUFY shall be entitled to claim reimbursement from the customer for expenses incurred for the examination and measures to remedy a fault, if the cause of the fault proves to be subject to the customer's responsibility, provided that DOCUFY has notified the customer of this right when entering into dealing with the fault.

6.3 Co-operation

Rectification of faults requires constructive co-operation of the customer, who shall provide the following co-operation services at the latest at DOCUFY's request:

- detailed information on the fault or environment
- assignment of a contact person familiar with the components required by the customer to utilise the SaaS services
- requesting and submitting fault checks from third parties responsible for components of the system that may have a part to play in the fault
- implementing recommended measures affecting the customer's IT system, provided that such measures are the state of the art (e.g. installing current updates, replacing possible causes of errors).

The customer undertakes to always use the current (maintenance) release of the utilised software version. DOCUFY shall be entitled to refuse services if the customer uses an old release at its own instigation two (2) weeks after the provision of a release, or in the case of time-critical security updates even a shorter period. If the customer is using a customised version of the software and prevents the timely provision of an adapted release (e.g. by not commissioning the adaptation in the case of an individual or missing update/maintenance contract), the customised release shall be deemed obsolete with the provision of a new basic release by DOCUFY even if an adapted release for the customised version has not been furnished.

6.4 Procedure for fault reports

DOCUFY shall confirm receipt of a fault report and assign a sequential number (ticket system). After checking the fault report, DOCUFY shall determine the fault class as binding for both contracting parties, unless the customer objects immediately. In no case shall neither DOCUFY's acceptance of information provided by the customer in the fault report nor the commencement of rectification measures constitute an acknowledgement of the fault or any fault-related information.

6.5 Legal consequences of time failures

If DOCUFY does not comply with the availability and completion periods stipulated in clauses 5 or 6 and this results in more than insignificant economic impairments for the customer, the customer shall be entitled to reduce the SaaS remuneration for the month concerned as follows:

The monthly fee shall be reduced by 1/30 for each calendar day during which a completion period in fault class 1 or 2 is exceeded or the agreed availability has not been met. In the event of a maximum reduction, the monthly remuneration shall be cancelled. There shall be no carry-forward or carry-over to other calendar months. Any additional claims by the customer due to non-achievement of completion periods are excluded. The customer's claims due to the breach of other contractual performance obligations of DOCUFY shall remain unaffected.

7 Data backup, termination

DOCUFY shall back up the data stored on the IT systems operated by DOCUFY every working day and shall store these backups for 3 working days. DOCUFY shall restore the status from a backup within 2 working days from agreement against separate remuneration, unless the restoration is necessary due to a culpable breach of obligations by DOCUFY.

At the end of the SaaS service, DOCUFY shall provide the customer with the most recently created backup of the data upon request. Any further processing of the backup after the end of the SaaS service shall be the sole responsibility of the customer. In excess of this, DOCUFY shall only be responsible for any storage, release, migration or transmission of the data - even upon termination - subject to separate agreement and remuneration.

8 Reporting

DOCUFY shall provide the customer with a monthly report on the agreed SaaS services by the middle of the following month containing the following information:

- storage space consumption
- availability of the SaaS service on a monthly average
- number of faults per month with details of the fault classes and completion periods

The report shall be provided in electronic form. Instead of active transmission, DOCUFY shall be entitled to provide access enabling the customer to obtain the information from the report directly.

9 Data protection and security

DOCUFY shall operate SaaS solutions exclusively in DIN ISO/IEC 27001 certified data centres, see section "Subcontractors" for further details.

The administration and maintenance of the SaaS solutions will be carried out by professionally trained personnel; authorisations shall be granted in accordance with the "need to know" principle. In the context of enterprise hosting, operations shall in parts be carried out in the DevOps model.

DOCUFY has implemented an information security management system (ISMS), which is subject to regular external audits as part of the acquired TISAX Level 2 certification. The ISMS includes annual vulnerability scans of the entire IT infrastructure and a weekly comparison of the libraries used with public vulnerability databases.

10 Subcontractors

Depending on the SaaS solution(s) booked, DOCUFY provides the service in cooperation with one or more of the following hosting service providers:

Product	Subcontractor
COSIMA Contribution Client with Review-Functionality	Azure

COSIMA Enterprise Hosting	Azure, Hetzner, noris, individual
COSIMA go! SaaS	Azure
DOCUFY ID	Azure
DOCUFY Launcher	Azure
DOCUFY Layouter	Azure, Hetzner
TopicPilot Professional	Azure
TopicPilot Enterprise Hosting	Azure, Hetzner, noris, individual

Azure

Microsoft Ireland Operations Limited
 One Microsoft Place
 South County Business Park
 Leopardstown
 Dublin 18, D18 P521

Hetzner

Hetzner Online GmbH
 Industriestr. 25
 91710 Gunzenhausen

noris

noris network AG
 Thomas-Mann-Straße 16 – 20
 90471 Nürnberg

End of STCSaaS as of 05/2024