General Terms and Conditions of XICTRON

Version: 9 November 2026

XICTRON, owner Lennart Harmes, Glockruthenallee 16, 31185 Söhlde, Germany, phone +49 5123 957 90 00, e-mail mail@xictron.com

This English version is provided for information. Only the German version is legally binding (Section A3 (5)).

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XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
Bank: Deutsche Bank

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XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
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XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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Part A General Provisions

Section A1 Scope, provider, order of precedence

(1) These General Terms and Conditions (GTC) apply to all contracts between XICTRON, owner Lennart Harmes, Glockruthenallee 16, 31185 Söhlde (sole proprietorship, hereinafter XICTRON), and its customers. They apply to all brands and websites of XICTRON, including xictron.com, XICTRAQ, XICflow, XICBOT and the marketing domains of XICTRON.

(2) Part A applies to all contracts. The Special Parts apply in addition to the services specified therein: Part B to project, agency and consulting services, Part C to hosting, domains and e-mail, Part D to website and shop packages, Part E to XICTRAQ, Part F to XICflow and Part G to XICBOT. Where a contract covers services from several Parts, each service is governed by the Part intended for it.

(3) In the event of conflicts, the following order of precedence applies: 1. individually negotiated agreements (Section 305b of the German Civil Code (BGB)), 2. offer and service description, 3. the Special Part applicable to the service (Parts B to G), 4. this Part A, 5. the statutory provisions.

(4) Conflicting, supplementary or deviating terms and conditions of the customer do not become part of the contract, even if XICTRON does not expressly object to them or, with knowledge of them, performs services or accepts payments without reservation. This does not apply insofar as XICTRON expressly agrees to their validity in writing.

(5) Each contract is governed by these GTC in the version in force at the time of its conclusion. In relation to businesses, these GTC also apply to all future contracts, even if they are not expressly agreed again. Such a subsequent contract is governed by the version in force at the time of its conclusion if XICTRON has drawn the customer's attention to the amended version in text form before conclusion of the subsequent contract.

(6) Each version of these GTC bears a version note stating the day, month and year. Amendments in ongoing contracts are governed by Section A16.

Section A2 Customer groups

(1) Businesses within the meaning of these GTC are businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. A consumer is any natural person within the meaning of Section 13 BGB.

(2) Provisions of these GTC for consumers apply accordingly to customers who are neither consumers nor businesses within the meaning of paragraph 1, such as associations and foundations not engaged in business activities, unless a provision expressly refers only to consumers within the meaning of Section 13 BGB. Section A5 (4) and (6), Section A6 (3) sentence 3 and (5) sentence 1 and Section A13 (6) sentence 2 and (7) sentence 2 do not apply to these customers; Section A5 (5) applies accordingly to changes in remuneration. Otherwise, the other provisions of these GTC and the statutory provisions apply to them, and in particular Section 288 (2) and (5) BGB applies to their default of payment.

(3) XICTRON does not offer services under Part D to consumers. Where another Special Part offers a service only to certain customer groups, it determines this itself.

XICTRON - Lennart Harmes
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(4) Upon conclusion of the contract, the customer shall state correctly whether it is concluding the contract as a consumer or as a business.

Section A3 Offers, conclusion of contract, contract language

(1) Offers from XICTRON are subject to change unless they are designated as binding in writing; the content and price of the service are determined by the order confirmation or the contract otherwise concluded.

(2) Texts, information and prices in the customer information are subject to changes and errors until the contract is concluded.

(3) All prices are stated in euros; Section A5 (7) applies to value added tax.

(4) The contract is concluded when XICTRON confirms the customer's order in text form or begins performing the service. Provisions of a Special Part on the conclusion of the contract, for example on the ordering process in the customer account, take precedence.

(5) The contract language is German, unless English is agreed in the individual case. These GTC are available in a German and an English version. The German version is authoritative; the English version serves information purposes.

(6) Consumers within the meaning of Section 13 of the German Civil Code (BGB) have a statutory right of withdrawal in the case of distance contracts and off-premises contracts; Section A2 (2) does not apply in this respect. Details and the model withdrawal form are contained in Annex 1.

Section A4 Changes to services by XICTRON

(1) XICTRON may change or deviate from agreed services after conclusion of the contract if one of the following reasons applies and the change is reasonable for the customer, taking into account the interests of XICTRON: a) changes to laws, regulations, official or judicial requirements or case law after conclusion of the contract that affect the service; b) IT security requirements, in particular closing security vulnerabilities and defending against attacks; c) change, discontinuation or elimination of programming interfaces, software, platforms or services of third parties on which the service is based and over which XICTRON has no influence; d) technical development as a result of which an agreed technology is no longer supported.

(2) The changed service must be essentially equivalent in function and quality. The remuneration and the core of the agreed service remain unchanged. Changes to the nature, scope or price of the main service to the detriment of the customer require the customer's consent.

(3) If the customer is a consumer, XICTRON shall notify the customer of the change and its reason in text form before implementation; where this is not possible in the case of urgent security measures or due to short-notice requirements of authorities or third parties, without undue delay afterwards.

(4) If the customer is a consumer and the change concerns a digital product made available to the customer on a continuous basis, the customer shall not incur any additional costs as a result of the change, and XICTRON shall inform the customer clearly and comprehensibly about the change. If the change impairs the customer's access or the usability more than only insignificantly, XICTRON shall inform the customer within a

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reasonable period in advance on a durable medium about the characteristics and the time of the change and about the customer's right to terminate the contract free of charge within thirty days (Section 327r (2) to (5) of the German Civil Code (BGB)).

(5) Special Parts may provide for further rights to make changes for individual services.

Section A5 Remuneration, prices, price adjustment, incidental costs

(1) Remuneration is based on time spent, unless otherwise agreed. The remuneration rates of XICTRON valid at the time the contract is concluded are authoritative, unless otherwise agreed. Cost estimates or budget plans prepared by XICTRON are non-binding.

(2) If the parties have not reached an agreement on the remuneration for a service of XICTRON which, in the circumstances, the customer could only expect to be provided in return for remuneration, the remuneration rates of XICTRON's price list apply which is valid when the service is commissioned and which the customer was able to access before commissioning it, for example on the website or in the customer account of XICTRON. If no such price list exists, the customer owes the customary remuneration (Section 632 (2) of the German Civil Code (BGB)). If the customer is a consumer, sentence 1 applies only if the customer commissioned the service after XICTRON informed the customer of the obligation to pay remuneration and of its amount; otherwise Section 632 BGB applies.

(3) The customer shall reimburse, against proof, travel and accommodation costs as well as expenses for journeys where the outward route from XICTRON's registered office exceeds 50 km. The customer shall remunerate the travel time of such journeys at 50% of the agreed hourly rate. Third-party fees and other outlays which, according to the offer, are not included in the remuneration and which XICTRON commissions or advances for the customer for the performance of the contract and could, in the circumstances, consider necessary (in particular licences, fonts, image rights, domains, software extensions and shipping costs) shall be borne by the customer against proof; costs of subcontractors that XICTRON uses to fulfil its own performance obligations are excluded from this. For the procurement and invoicing of such third-party services, XICTRON may charge a handling fee of 10% of the net costs passed on.

(4) If the customer is a consumer, paragraph 3 sentences 1, 2 and 4 apply only insofar as they are expressly agreed in the offer or in a separate agreement. A consumer shall bear third-party fees and other outlays under paragraph 3 sentence 3 only insofar as the offer states them or, where they cannot reasonably be calculated in advance, expressly points out that they may be incurred.

(5) If the customer is a business, XICTRON may change the remuneration for ongoing services with effect from the beginning of a new billing period. XICTRON shall notify a change in text form at least four weeks before it takes effect. In the event of an increase, the customer may terminate the contract until the new remuneration takes effect, with effect from that date. If the customer does not terminate, the new remuneration applies from the date it takes effect. XICTRON shall specifically point out in the notification the right of termination, the deadline and the consequence of failing to terminate; without this notice, the increase does not take effect.

(6) If the customer is a consumer, the remuneration rates and prices valid at the time the contract is concluded apply; paragraph 5 does not apply to the customer. In the case of contracts without a fixed term and in the case of contracts with a fixed term for the period after its expiry, XICTRON may offer a change to the

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
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Telefon: 05123 - 9579000
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remuneration in text form at least six weeks before it takes effect. The change only takes effect if the customer consents. If the customer does not consent, the previous remuneration continues to apply; each party may then terminate the contract in accordance with Section A8.

(7) If the customer is not a consumer within the meaning of Section 13 BGB, all remuneration is subject to value added tax at the applicable statutory rate. Prices stated to consumers are total prices including value added tax. If the statutory value added tax rate changes during the term of a continuing obligation, the total prices for consumers for service periods from the date the change takes effect change by the amount of the tax change; XICTRON passes on reductions in the same way.

Section A6 Payment, due date, default, invoices

(1) XICTRON invoices services remunerated on a time basis after they have been performed, and in the case of ongoing activity also monthly.

(2) In the case of services at a flat-rate price, XICTRON may require a business to pay one third of the remuneration upon conclusion of the contract. Otherwise, XICTRON may demand instalment payments in accordance with Section 632a of the German Civil Code (BGB) in the amount of the value of the services performed and owed under the contract. The remainder of the remuneration becomes due upon acceptance or, where the law does not provide for acceptance, upon performance of the service. Ongoing remuneration for continuing services is due in advance for the respective billing period, unless otherwise agreed.

(3) Unless otherwise agreed, the remuneration is due without deduction at the time specified in paragraph 2. If the customer is a business, it is in default no later than seven days after receipt of the invoice without the need for a reminder (Section 286 (2) no. 2 BGB); XICTRON may then demand default interest of nine percentage points above the base interest rate (Section 288 (2) BGB) and the lump sum of EUR 40 (Section 288 (5) BGB). If the customer is a consumer, the customer is in default upon a reminder after the due date; without a reminder, the customer is in default no later than thirty days after the due date and receipt of the invoice, provided that the invoice specifically points out this consequence (Section 286 (3) BGB).

(4) In the case of commercial transactions on both sides, the customer owes interest at the statutory rate from the due date until default occurs (Sections 352, 353 of the German Commercial Code (HGB)).

(5) If the customer is a consumer, the customer owes default interest for the duration of the default at a rate of five percentage points above the respective base interest rate (Section 247 BGB). For each reminder sent by post after default has occurred, XICTRON may charge the customer a lump sum of EUR 1.50; the customer remains entitled to prove that no damage at all has been incurred or that the damage is significantly lower than the lump sum.

(6) The customer shall reimburse costs incurred by XICTRON as a result of a returned direct debit for which the customer is responsible in the amount actually incurred. The right to assert further damage caused by default remains reserved.

(7) The customer agrees that XICTRON transmits invoices electronically, in particular as an e-mail attachment or for retrieval in the customer account. Insofar as XICTRON is not legally obliged to issue an electronic invoice in a structured format, XICTRON may also transmit invoices in another electronic format, for example as a PDF.

XICTRON - Lennart Harmes
Glockruthenallee 16
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Section A7 Set-off, retention, suspension of services, assignment

(1) The customer may only set off claims that are undisputed or have been finally established by a court. This does not apply to counterclaims of the customer from the same contractual relationship on account of defects or on account of non-performance or poor performance, in particular for reimbursement of the costs of remedying defects or of completion. If the customer is a consumer, sentence 1 furthermore does not apply to claims to which the customer is entitled from the withdrawal from a contract with XICTRON.

(2) The customer may only assert a right of retention on account of counterclaims from the same contractual relationship; if the customer is a business, moreover only on account of undisputed counterclaims or counterclaims finally established by a court. The right to refuse performance under Section 320 of the German Civil Code (BGB) and the customer's rights on account of defects remain unaffected. XICTRON's rights of retention are governed by the law and paragraph 3.

(3) If there are claims against the customer that are due from the same legal relationship on which the withheld performance is based (Section 273 (1) BGB) or, if the customer is a business, from another contract within the business relationship, including claims due from an associated order confirmation that are invoiced by way of a continuing invoice or subsequent invoicing, XICTRON is entitled to refuse access to programming, hosting or other technical services until these claims have been settled in full. This does not apply to claims against which the customer has a defence, nor insofar as the refusal would be contrary to good faith due to the relative insignificance of the arrears. If the customer is a consumer, XICTRON shall announce the refusal of access in text form at least one week in advance. This refusal of access does not constitute a right of rescission but is made in exercise of the contractual and statutory right of retention (Sections 273, 320 BGB). Upon full payment, access shall be restored without undue delay.

(4) The customer may only assign claims and other rights arising from the contractual relationship to third parties with the prior consent of XICTRON in text form. Consent may not be unreasonably withheld. Sentence 1 does not apply to monetary claims of a customer who is a consumer, nor to rights that are expressly transferable under the contract. The transfer of rights of use in the services is governed exclusively by the provisions of the respective Special Part. Section 354a of the German Commercial Code (HGB) remains unaffected.

(5) XICTRON may assign claims against the customer without the customer's consent, in particular for financing or collection purposes.

Section A8 Term and termination

(1) Contracts with a fixed term may be terminated by either contracting party without stating reasons with effect from the end of the term.

(2) If the customer is a business and the term is at least twelve months, the notice period is three months to the end of the term; if notice is not given in due time, the contract is extended by twelve months in each case. If the customer is a business and the term is less than twelve months, the notice period is one month to the end of the term; if notice is not given in due time, the contract is extended by the originally agreed term in each case.

XICTRON - Lennart Harmes
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(3) If the customer is a consumer, the initial term is no more than two years from conclusion of the contract and the notice period is one month to the end of the initial term; if notice is not given in due time, the contract is extended for an indefinite period and may thereafter be terminated by either contracting party at any time with a notice period of one month.

(4) Contracts for ongoing services without a fixed term, such as maintenance, upkeep, support, hosting or monitoring, may be terminated by either contracting party with a notice period of one month to the end of a month.

(5) Deviating rules on term and termination in the offer, the service description or a Special Part take precedence over paragraphs 1, 2 and 4. Paragraph 3 takes precedence over them only insofar as it is more favourable to the consumer.

(6) Contracts for work, for example for the creation of a website, are not contracts within the meaning of paragraph 4. Their termination by the customer is governed by Section 648 of the German Civil Code (BGB); for work services under Part B, Section B8 applies in addition.

(7) The right of each contracting party to terminate for good cause without notice remains unaffected. If the good cause consists of a breach of a contractual obligation, termination is only permissible after the unsuccessful expiry of a period set for remedy or after an unsuccessful warning, unless the law permits immediate termination.

(8) Good cause for XICTRON exists in particular if a) in the case of remuneration payable on an ongoing basis, the customer is in default with the remuneration or a not insignificant part thereof for two consecutive payment dates; b) the customer, in a period extending over more than two payment dates, is in default with an amount equal to the remuneration for two months; c) the customer is in default with any other due payment for more than thirty days and also fails to pay within a period of at least two weeks subsequently set in text form; d) the customer, despite a warning, continues to breach or again breaches not insignificant contractual obligations or commits such a serious breach that XICTRON cannot reasonably be expected to continue the contract even without a warning; e) performance of the contract becomes permanently impossible for reasons for which XICTRON is not responsible.

(9) If XICTRON terminates for good cause for which the customer is responsible, XICTRON may demand compensation for the resulting damage, in the case of contracts with a fixed term in particular the remuneration lost until the next ordinary termination date less expenses saved. The form of the termination is governed by Section A9.

Section A9 Form of declarations and communication

(1) If the customer is a business, its termination requires written form to be effective; termination by e-mail is not sufficient.

(2) If the customer is a consumer, the customer's termination requires text form (for example e-mail). Termination via the termination function in the customer account or via the termination button on the website is also sufficient.

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(3) XICTRON may make declarations, including terminations, reminders and notices of suspension, in text form, in particular by e-mail to the e-mail address last notified by the customer. Paragraph 1 applies only to terminations by the customer.

(4) The order confirmation or the contract concluded in writing or in text form fully reflects the agreements made at the time the contract was concluded; both parties remain free to prove deviating agreements.

(5) Amendments and supplements to the contract require text form. If the customer is a business, they only take effect if XICTRON confirms them in writing; this also applies to the waiver of this form requirement. Sentence 2 does not apply to changes that take effect under a procedure provided for in these GTC, in particular under Section A4, Section A5 (5), Section A16, Section B7 and Section D6 (6), nor to orders and plan changes via the customer account. The precedence of individual contractual agreements (Section 305b of the German Civil Code (BGB)) remains unaffected by these form requirements.

(6) Notifications that must be made in writing under the contract may also be made by e-mail; this does not apply to terminations by a customer who is a business (paragraph 1). Insofar as these GTC provide for written form for declarations of a customer who is a consumer, text form is sufficient.

Section A10 Liability

(1) XICTRON is liable without limitation for intent and gross negligence, for damage resulting from injury to life, body or health, under the German Product Liability Act (Produkthaftungsgesetz) and to the extent of an expressly assumed guarantee.

(2) Otherwise, XICTRON is liable for slight negligence only in the event of a breach of a material contractual obligation. Material contractual obligations (cardinal obligations) are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer regularly relies and may rely.

(3) In the case of paragraph 2, liability is limited in amount to the foreseeable damage that must typically be expected to occur. This does not apply in the cases of paragraph 1. Special Parts may additionally provide for fixed maximum amounts for individual services.

(4) The regular backup of its data and programs is the responsibility of the customer, unless it is expressly agreed that XICTRON owes data backup as a service. XICTRON is not liable for the loss of data and/or programs insofar as the damage is due to the customer having failed to carry out data backups and thereby ensure that lost data can be restored with reasonable effort. This does not apply insofar as the data loss is based on an intentional or grossly negligent breach of duty by XICTRON, its legal representatives or vicarious agents, nor to damage resulting from injury to life, body or health. XICTRON retains the defence of contributory fault (Section 254 of the German Civil Code (BGB)) in these cases as well.

(5) Insofar as a contract is to be classified wholly or partly as a lease, for example in the case of hosting or the provision of software for use via the internet, XICTRON's strict liability, irrespective of fault, for defects that already existed at the time the contract was concluded (Section 536a (1) alternative 1 BGB) is excluded.

(6) Insofar as XICTRON's liability is excluded or limited under these GTC or claims against XICTRON become time-barred within a shorter period under these GTC, this also applies to the personal liability of the legal representatives, employees and vicarious agents of XICTRON.

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(7) Descriptions of the service in the offer, service description, draft or concept determine the quality owed; in themselves they do not contain a guarantee within the meaning of Sections 276 and 639 BGB.

(8) Paragraphs 2 to 6 apply to claims for damages and for reimbursement of futile expenses on any legal grounds.

Section A11 Limitation of claims for damages

(1) If the customer is a business, its claims for damages or reimbursement of futile expenses which are not subject to the limitation period for claims for defects under a Special Part become time-barred one year after the statutory commencement of the limitation period.

(2) Paragraph 1 does not apply in the event of intent, gross negligence or fraudulent intent, to the extent of a guarantee, to damage resulting from injury to life, body or health or to claims under the German Product Liability Act (Produkthaftungsgesetz); in this respect, the statutory periods apply.

Section A12 Indemnification by the customer

(1) The customer shall indemnify XICTRON against claims asserted by third parties against XICTRON insofar as they are based on an infringement of third-party rights or statutory provisions committed through content that the customer has posted, provided or specified for publication, or through any other use of the services by the customer. This does not apply if the customer is not responsible for the infringement. The customer shall set out and prove that it is not responsible for it.

(2) The indemnification covers the reasonable costs of XICTRON's legal defence, including court and attorney's fees at the statutory rate.

(3) If third-party claims prove to be unfounded, the customer shall reimburse the reasonable costs of defending against them if the customer caused the claim through a breach of its contractual obligations for which it is responsible.

(4) The customer shall support XICTRON in defending against such claims and shall provide the information required for this without undue delay.

(5) If XICTRON is partly at fault for the infringement or the claim, Section 254 of the German Civil Code (BGB) applies. Further statutory claims of XICTRON remain unaffected.

Section A13 Confidentiality, references, demonstration

(1) Documents handed over to the other contracting party and knowledge and experience communicated to it may be used exclusively for the purposes of the contract and may not be made accessible to third parties, unless they are intended by their nature to be made accessible to third parties or are already known to the third party. Auxiliary persons engaged to perform the contractual relationship, such as freelancers and subcontractors, are not third parties.

(2) In addition, the contracting parties shall maintain confidentiality about the content of the contract and about the knowledge gained in the course of its performance.

(3) The obligation of confidentiality continues to apply after the termination of the contractual relationship.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
Bank: Deutsche Bank

(4) If a contracting party so requests, the documents it has handed over, such as strategy papers and briefing documents, shall be returned to it after the termination of the contractual relationship, unless the other contracting party can assert a legitimate interest in these documents.

(5) The obligations under paragraphs 1 and 2 do not apply to information that is publicly known or becomes known without breach of this contract, that was already known to the receiving party or was developed by it independently, that must be disclosed on the basis of a statutory obligation or an official or court order, or that is disclosed to advisers bound by professional secrecy. XICTRON remains entitled to continue to use the general expertise acquired in performing the contract, in particular methods, techniques, concepts and experience without reference to trade secrets of the customer. Paragraphs 6 to 8 remain unaffected.

(6) XICTRON is entitled to name a customer who is a business as a reference customer on its own websites or in other media. If the customer is a consumer, XICTRON names the customer as a reference customer only with the customer's separate consent. Statutory rights of objection of the customer remain unaffected. For references and notices under paragraph 8 that relate to a service under Part D, Section D10 (1) and (7) applies, and for references to a service under Part E, Section E15 (2) applies in addition; an objection under these provisions only has effect for references and notices relating to that service.

(7) XICTRON may publicly reproduce the services performed for demonstration purposes or refer to them, unless the customer can assert a conflicting legitimate interest. If the customer is a consumer, the reproduction is made without information that makes the customer identifiable.

(8) XICTRON is entitled to mention its name and/or its logo on the pages it has created. Furthermore, XICTRON may place a link to its own pages on those of the customer.

Section A14 Data protection, advertising to existing customers, service providers and subcontractors

(1) XICTRON processes personal data of the customer in accordance with the statutory provisions, in particular the General Data Protection Regulation (GDPR); details are contained in XICTRON's privacy policy. XICTRON stores the customer's master, contract, billing and usage data for the duration of the contractual relationship insofar as this is necessary for the performance of the contract, in particular for billing. After the end of the contract, XICTRON stores these data insofar as statutory retention obligations exist or the data are required for the establishment, exercise or defence of legal claims until the limitation period has expired.

(2) XICTRON also processes the customer's name, address, e-mail address and contract data in order to advise the customer and inform the customer about its own services (direct marketing), for customer satisfaction surveys, for market research for its own purposes and for designing its services in line with demand. The legal basis is XICTRON's legitimate interest in direct marketing, customer retention and further development of its offering (Article 6 (1) lit. f GDPR).

(3) Without the customer's separate consent, XICTRON uses the e-mail address it has received from the customer in connection with the conclusion of the contract for advertising by e-mail only for its own services that are similar to the services purchased by the customer.

(4) Right to object: The customer may object at any time, without stating reasons, to the processing of its data for direct marketing and to the use of its e-mail address for advertising, without incurring any costs other than the transmission costs according to the basic rates. The objection may be made informally, for example by e-

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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mail to mail@xictron.com or via the unsubscribe link in every advertising e-mail. After an objection, XICTRON no longer processes the data for direct marketing.

(5) The customer may object to the other processing operations specified in paragraph 2 on grounds relating to its particular situation (Article 21 (1) GDPR). XICTRON then no longer processes the data for these purposes, unless XICTRON can demonstrate compelling legitimate grounds that override the interests, rights and freedoms of the customer, or the processing serves the establishment, exercise or defence of legal claims.

(6) The customer's rights under Articles 15 to 22 GDPR remain unaffected. XICTRON transfers data of the customer to third parties insofar as there is a statutory permission, in particular insofar as this is necessary for the performance of the contract (for example to allocation and registration authorities for domains and to payment service providers), insofar as it serves the establishment, exercise or defence of legal claims (for example vis-à-vis lawyers, debt collection service providers, insurers and courts), to advisers bound by professional secrecy, in the context of a transfer under Section A15, on the basis of a statutory obligation or with the customer's consent. XICTRON only passes on the content of messages of the customer insofar as a statutory provision permits or orders this or the customer consents.

(7) XICTRON is entitled to commission third-party service providers to provide parts of or the entire range of services. XICTRON remains responsible to the customer under the contract for their services.

(8) XICTRON is entitled to use or change the infrastructures, technologies, systems, procedures or standards used and the service providers and vicarious agents commissioned with performance at any time without separate notification, provided that this does not result in any disadvantages for the customer. Insofar as XICTRON processes personal data on behalf of the customer, the separately concluded data processing agreement applies; for the engagement and change of further processors, that agreement and Article 28 (2) GDPR take precedence.

Section A15 Transfer of the contract in the event of sale or transformation

(1) XICTRON is entitled to transfer its rights and obligations under the contract, including any processing on behalf, in whole or in part to a third party who takes over or continues the business of XICTRON or the business area concerned in whole or in part, including in the context of a transformation.

(2) XICTRON shall notify the customer of the transfer and of the third party in text form at least four weeks in advance and shall point out the right of termination under paragraph 3.

(3) The customer may terminate the contract until the time of the transfer without notice with effect from that time; remuneration paid in advance for the period thereafter shall be refunded.

(4) A transfer of the contract by operation of law remains unaffected.

Section A16 Amendment of these GTC in ongoing contracts

(1) XICTRON may amend these GTC with effect for ongoing contracts insofar as the amendment is necessary for one of the following reasons: a) adaptation to amended laws, regulations or official requirements or to amended case law of the highest courts; b) closing a regulatory gap that has arisen after conclusion of the contract or replacing a provision that has proven to be invalid; c) regulation of new or changed services, functions or technical processes that XICTRON may introduce or change under Section A4 or a Special Part;

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
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IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
Bank: Deutsche Bank

d) adaptation of the processes of contract handling, for example the ordering, invoicing, communication and payment channels, to changed technical or organisational circumstances, without the customer being placed in a worse position as a result.

(2) Excluded are changes to the main performance obligations, the remuneration, the term and the termination rules as well as other changes that shift the balance between performance and consideration to the detriment of the customer or are equivalent to the conclusion of a new contract. Changes to services are governed by Section A4, price changes by Section A5.

(3) If the customer is a business, XICTRON shall notify the customer of the amended provisions in text form at least six weeks before they take effect. The notification states the amendments and the time at which they take effect. The customer may object to the amendments in text form until that time. If the customer does not object in due time, the amendments are deemed approved. XICTRON shall specifically point out in the notification the right to object, the deadline, the significance of the customer's silence and the right of termination under paragraph 4; without this notice, the amendments are not deemed approved.

(4) If the customer objects, the contract continues on the previous terms. Instead, the customer may terminate the contract until the time the amendments take effect without notice with effect from that time. XICTRON may terminate a contract whose customer has objected by ordinary termination in accordance with Section A8.

(5) If the customer is a consumer, paragraphs 3 and 4 apply accordingly to amendments under paragraph 1 letters a and d, insofar as the amendment does not place the customer in a worse position than the previous provision; the period under paragraph 3 is at least six weeks, and without the notice under paragraph 3 sentence 5, the amendments are not deemed approved. Other amendments only take effect in relation to consumers if the customer consents to them; the customer's silence is not deemed consent in this respect. If the customer does not consent, the contract continues on the previous terms; XICTRON may then terminate it by ordinary termination in accordance with Section A8.

Section A17 Disagreements, consumer dispute resolution

(1) The parties shall endeavour to settle disagreements arising from the contractual relationship through a discussion between the contact persons.

(2) The parties may agree in the individual case to conduct a conciliation procedure. Paragraph 1 and sentence 1 do not restrict the right of either party to apply to the ordinary courts at any time; this applies in particular to court dunning proceedings, actions for payment of the remuneration and proceedings for interim relief.

(3) For the duration of an agreed conciliation procedure, the parties mutually waive the defence of limitation for all claims arising from the disputed facts from the application for conciliation until one month after the end of the conciliation procedure. The waiver suspends the limitation period.

(4) Dates for services and acts of cooperation that depend on the subject matter of the disagreement are postponed by the duration of the discussion under paragraph 1 and of an agreed conciliation procedure and, where applicable, by the implementation period provided for in the results of the conciliation, in each case plus a reasonable start-up period of no more than ten working days. The discussion begins upon receipt of a party's notification in text form that it wishes to discuss a disagreement and ends as soon as one party notifies the other in text form that it considers the discussion to have ended. If the customer is a consumer, sentence 1 applies only for the duration of an agreed conciliation procedure or of a suspension of the services concerned

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
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by mutual agreement. Payment deadlines are not postponed by this paragraph; statutory rights to refuse performance and rights of retention remain unaffected. XICTRON shall notify the customer of the new dates in text form.

(5) XICTRON is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Section A18 Applicable law, place of jurisdiction

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. If the customer, as a consumer, has its habitual residence in another state, the customer retains the protection afforded by the mandatory provisions of the law of that state insofar as Article 6 (2) of the Rome I Regulation so provides.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, or if the customer is a business without a general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from or in connection with the contract is the registered office of XICTRON; for actions against XICTRON, this place of jurisdiction is exclusive. XICTRON is also entitled to sue the customer at the customer's general place of jurisdiction or before any other court having jurisdiction under Regulation (EU) No 1215/2012, the Lugano Convention of 30 October 2007 or the German Code of Civil Procedure (ZPO). Mandatory statutory places of jurisdiction remain unaffected.

(3) In relation to consumers, the statutory places of jurisdiction apply; no exclusive place of jurisdiction is agreed with them.

Section A19 Final provisions

(1) If individual provisions of these GTC or of other agreements between the parties are wholly or partly invalid or have not become part of the contract, the remainder of the contract remains valid. Insofar as provisions of these GTC are invalid or have not become part of the contract, the content of the contract is governed by the statutory provisions (Section 306 (2) of the German Civil Code (BGB)).

(2) For individually negotiated agreements, the parties shall replace an invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision; the same applies to gaps in such agreements.

(3) Summaries, explanations of terms and headings on XICTRON's websites serve only for understanding; the wording of these GTC is authoritative.

Part B Project, Agency and Consulting Services

Section B1 Scope and scope of services

(1) Part B applies to project, agency and consulting services of XICTRON, such as the creation and modification of websites, shops, software and interfaces, search engine optimisation, consulting as well as maintenance and upkeep, regardless of whether they are owed as a work or as a service. Part A applies in addition.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
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Bank: Deutsche Bank

(2) If XICTRON performs work services within the scope of a contract under Parts C to G, for example the setting up or redesign of a website under the hosting contract, Part B applies to these work services unless the respective Part provides otherwise.

(3) The scope of services is determined by the valid order confirmation; the order of precedence of the contractual components is governed by Section A1.

Section B2 Cooperation and contact persons

(1) The parties shall cooperate in good faith and shall inform each other without undue delay of any deviations from the agreed procedure or doubts about the correctness of the other party's approach.

(2) If the customer realises that its own information and requirements are incorrect, incomplete, ambiguous or unfeasible, it shall notify XICTRON of this and of the consequences apparent to it without undue delay.

(3) The contracting parties shall name contact persons and their deputies to each other, who shall responsibly and expertly manage the performance of the contractual relationship on behalf of the contracting party that appointed them.

(4) The parties shall notify each other without undue delay of any changes in the designated persons. Until such notification is received, the previously designated contact persons and/or their deputies are deemed authorised to make and receive declarations within the scope of their previous power of representation.

(5) The contact persons shall communicate at regular intervals about progress and obstacles in the performance of the contract in order to be able to intervene in the performance of the contract in a guiding manner if necessary.

(6) Upon request and for a fee based on time spent, XICTRON shall prepare minutes of the exchange of information between the contact persons and send them to the customer. In the event of differing views, the customer has the right to have its view included in the minutes. This right must be exercised no later than 7 days after receipt of the minutes.

Section B3 Cooperation by the customer

(1) The customer undertakes to provide all proper and necessary data.

(2) The customer shall support XICTRON in the performance of its contractually owed services. This includes in particular the timely provision of information, data material as well as hardware and software, insofar as the customer's acts of cooperation so require. The customer shall instruct XICTRON in detail regarding the services to be provided by XICTRON.

(3) The customer shall provide the necessary number of its own employees with the required expertise for the performance of the contractual relationship.

(4) If the customer has undertaken to procure materials (images, sound, text or similar) for XICTRON within the scope of the performance of the contract, the customer shall make these available to XICTRON promptly and in a common, directly usable, preferably digital format. If it is necessary to convert the material provided by the customer into another format, the customer shall bear the costs incurred for this. The customer shall ensure that XICTRON receives the rights necessary to use these materials.

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(5) The customer shall perform acts of cooperation at its own expense.

Section B4 Content and approvals by the customer

(1) Content created by XICTRON in the course of providing services is provided as content drafts. The legal review of this content for compliance with the applicable legal provisions – in particular the German Act against Unfair Competition (UWG), trademark law, the German Price Indication Ordinance (PAngV) and industry-specific labelling requirements – is the sole responsibility of the customer. The customer is obliged to review all content created by XICTRON on its own responsibility, or to have it reviewed by competent third parties, and to approve it prior to its publication.

(2) By approving or publishing the content created by XICTRON, the customer assumes sole responsibility for its legal compliance. XICTRON is not liable for cease-and-desist letters, injunctive relief claims, fines or other legal consequences resulting from the publication of the content by the customer or on the customer's behalf. Sentences 1 and 2 do not apply 1. in the event of intent or gross negligence on the part of XICTRON, its legal representatives or vicarious agents, 2. to damage resulting from injury to life, body or health and 3. in the event of a breach of material contractual obligations; these are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer regularly relies and may rely. In the case of number 3, liability for slight negligence is limited in accordance with Section A10.

Section B5 Involvement of third parties

The customer shall be responsible for third parties who act for the customer in XICTRON's area of activity at the customer's instigation or with the customer's acquiescence in the same way as for vicarious agents. XICTRON is not responsible to the customer if, due to the conduct of one of the aforementioned third parties, XICTRON is unable to fulfil its obligations to the customer in whole or in part or in a timely manner.

Section B6 Dates and force majeure

(1) Dates for the provision of services may only be committed to on the part of XICTRON by the contact person.

(2) The contracting parties shall set dates in text form wherever possible. A date is only binding within the meaning of Section 286 (2) no. 1 of the German Civil Code (BGB) if it is expressly agreed as binding; binding dates should be recorded in text form. Other dates are target dates; after their expiry, XICTRON is in default upon a reminder from the customer.

(3) XICTRON is not responsible for delays in performance due to force majeure (e.g. strikes, lockouts, official orders, general telecommunications disruptions etc.) and circumstances within the customer's sphere of responsibility (e.g. failure to provide acts of cooperation in time, delays caused by third parties attributable to the customer etc.), and such delays entitle XICTRON to postpone the provision of the affected services by the duration of the hindrance plus a reasonable start-up period. XICTRON shall notify the customer of delays in performance due to force majeure. The customer's right under Section B9 (2) remains unaffected.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
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Section B7 Change requests by the customer

(1) If the customer wishes to change the contractually determined scope of the services to be provided by XICTRON, it shall notify XICTRON of this change request in text form (e.g. by e-mail). The further procedure is governed by the following provisions. In the case of change requests that can be reviewed quickly and are expected to be implementable within 8 working hours, XICTRON may dispense with the procedure under paragraphs 2 to 5 and implement the change; the effort is remunerated in accordance with paragraph 7, and agreed dates are postponed by the duration of the implementation. If the customer is a consumer, XICTRON shall in this case only implement the change after the customer has expressly consented to the implementation against remuneration in accordance with paragraph 7.

(2) XICTRON shall examine the effects the requested change will have, in particular with regard to remuneration, additional effort and dates. If XICTRON recognises that services to be provided cannot be performed or can only be performed with a delay due to the examination, XICTRON shall inform the customer of this and point out that the change request can only continue to be examined if the services concerned are postponed for an initially indefinite period. If the customer declares its agreement to this postponement, XICTRON shall carry out the examination of the change request. The customer is entitled to withdraw its change request at any time; the change procedure initiated then ends.

(3) After examining the change request, XICTRON shall explain to the customer the effects of the change request on the agreements made. The explanation contains either a detailed proposal for the implementation of the change request or information on why the change request cannot be implemented.

(4) The contracting parties shall agree on the content of a proposal for the implementation of the change request without undue delay and shall attach the result of a successful agreement as a supplementary agreement to the text of the agreement to which the change relates.

(5) If no agreement is reached or if the change procedure ends for any other reason, the original scope of services remains. The same applies in the event that the customer does not agree to a postponement of the services for the further performance of the examination under paragraph 2.

(6) The dates affected by the change procedure are postponed as necessary, taking into account the duration of the examination, the duration of the agreement on the change proposal and, where applicable, the duration of the change requests to be carried out, plus a reasonable start-up period. XICTRON shall notify the customer of the new dates.

(7) The customer bears the effort arising from the change request, in particular for the examination of the change request, the preparation of a change proposal and any downtimes; if the customer is a consumer, it bears downtimes only insofar as XICTRON cannot provide planned services because of the examination and cannot otherwise deploy the labour planned for them. The effort is calculated according to agreed daily rates, otherwise according to the remuneration rates under Section A5. If the customer is a consumer, sentences 1 and 2 apply only if XICTRON has informed the customer of the obligation to pay remuneration before the start of the examination and the customer has expressly consented to the chargeable examination. If a consumer does not consent, XICTRON is not obliged to carry out the examination; the original scope of services remains (paragraph 5).

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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Section B8 Termination of contracts for work by the customer

(1) The customer may terminate contracts for work, for example for the creation of a website, at any time until completion of the work in accordance with Section 648 of the German Civil Code (BGB); XICTRON may then demand the agreed remuneration, but must allow to be credited against it what it saves in expenses as a result of the cancellation of the contract or acquires through other use of its labour or maliciously fails to acquire; Section 648 sentence 3 BGB remains unaffected.

(2) Otherwise, term and termination are governed by Section A8.

Section B9 Rescission

(1) If the customer is a business, it may only rescind the contract on account of a breach of duty that does not consist of a defect in the purchased item or the work if XICTRON is responsible for this breach of duty.

(2) If the customer is a business and XICTRON is not responsible for a delay, the customer may, notwithstanding paragraph 1, rescind the contract with regard to the services not yet performed or terminate a continuing obligation if the service has still not been performed more than 4 months after the agreed date and a reasonable grace period set thereafter has expired without success. This does not apply insofar as the delay is based on circumstances within the customer's sphere of responsibility. If the customer is a consumer, rescission and termination are governed by the statutory provisions.

(3) Further rights of rescission under these terms and the customer's statutory rights to release itself from the contract on account of impossibility of performance or frustration of contract remain unaffected.

(4) If the customer is a consumer, the customer's rights to terminate a contract for a digital product under Sections 327c and 327m of the German Civil Code (BGB) remain unaffected.

Section B10 Acceptance

(1) Acceptance requires completion of the product; a payment before completion, for example an advance payment under Section A6, is not deemed acceptance. If the customer approves the completed product for going live, this constitutes acceptance; defects that the customer names in text form upon approval remain reserved. The product is deemed accepted if XICTRON, after providing the finished product for testing or on a test system, has set the customer a period of 14 calendar days for acceptance and the customer does not refuse acceptance within this period, stating at least one defect (Section 640 (2) of the German Civil Code (BGB)); if the customer is a consumer, this applies only if XICTRON has informed the customer of this consequence in text form together with the request for acceptance. If the customer puts the completed product into productive use (e.g. going live) or pays the remuneration in full after completion without reservation as to defects, the product is deemed accepted if the customer does not give notice of at least one defect in text form within 14 calendar days of receipt of a notice from XICTRON in text form drawing its attention to this consequence. Acceptance may also result from other conduct of the customer, provided that, in the circumstances, this conduct permits the conclusion that the customer accepts the product as being in conformity with the contract.

(2) In the case of consumer contracts for digital products, acceptance is replaced by provision (Section B11 (6)).

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
Bank: Deutsche Bank

Section B11 Defects

(1) XICTRON owes a product that essentially corresponds to the specifications of the draft and the conceptual specifications. Descriptions of the product in the offer, service description, draft or concept determine the quality owed; in themselves they do not contain a guarantee within the meaning of Sections 276 and 639 of the German Civil Code (BGB).

(2) A pixel-perfect match with drafts or concept documents is not owed. Differences in display that are based solely on screen resolution, monitor size, colour settings or comparable settings of the respective output device are not a defect, provided that the product can be used as intended in the agreed browsers and device types or, in the absence of an agreement, in the browsers common at the time of provision in their respective current version. In this respect, the documents on which the concept is based are only approximately authoritative.

(3) If there is a defect, XICTRON shall first provide subsequent performance; XICTRON chooses whether to remedy the defect or to produce the work anew (Section 635 (1) BGB). If subsequent performance fails, the customer may, in accordance with the statutory provisions, reduce the remuneration or, if the defect is not insignificant, rescind the contract. Claims for damages and reimbursement of futile expenses are governed by Section A10.

(4) XICTRON gives no warranty that certain successes or results can be achieved through the use of the product.

(5) The limitation period for claims on account of defects (warranty period) is one year from acceptance. This does not apply in the event of intent, gross negligence or fraudulent concealment of a defect, to damage resulting from injury to life, body or health, to the extent of a guarantee, to works within the meaning of Section 634a (1) no. 2 BGB or in relation to consumers; in this respect, the statutory periods apply. The limitation of other claims for damages is governed by Section A11.

(6) If the customer is a consumer and the subject matter of the contract is the production or provision of digital products (Section 327 (4), Section 650 (2) BGB), for example a website, software, digital graphics or texts, Section B10 (1) and paragraphs 1, 3 and 5 do not apply. The consumer's rights in the event of defects and their limitation are governed in this case by Sections 327 et seq. BGB; acceptance is replaced by the provision of the digital product (Section 650 (2) sentence 3 BGB). Claims for damages and reimbursement of futile expenses are governed by Section A10 in this case as well.

(7) If the customer is a business, a legal entity under public law or a special fund under public law, it shall give notice of obvious defects in text form within 14 calendar days of acceptance; on account of obvious defects not notified in due time, it is not entitled to the rights to subsequent performance, to self-remedy and reimbursement of expenses under Section 637 BGB, to rescission and to reduction (Section 634 nos. 1 to 3 BGB). This does not apply in the event of fraudulent intent or to the extent of a guarantee. Section 377 of the German Commercial Code (HGB) remains unaffected.

Section B12 Rights in the services

(1) All copyrights, rights of use and other industrial property rights in the services provided by XICTRON – in particular in source code, scripts, databases, designs, layouts, concepts, texts and graphics – remain with XICTRON, unless the customer is granted a right of use under this Section. Until full payment of the

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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remuneration owed for the respective service, use is permitted on a revocable basis only in accordance with paragraph 4. If the customer is a business, sentence 2 applies until full payment of all due claims arising from the business relationship; in this case, notwithstanding paragraph 6, the right of use only becomes irrevocable upon such payment. Claims which are relatively insignificant in relation to the value of the service concerned are disregarded for the purposes of sentence 3.

(2) Even after full payment, only a simple, non-transferable and non-sublicensable right of use is granted. Where software is the subject matter of the services, the mandatory powers of the customer under Section 69c no. 3 sentence 2 and Sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected.

(3) The customer is entitled to use the services provided exclusively within the scope of the contractually specified purpose. Any use, editing, translation, reproduction, publication or disclosure to third parties going beyond this – in whole or in part – is not permitted without the express consent of XICTRON.

(4) XICTRON may revoke the permission under paragraph 1 sentence 2 if the customer is in default with a claim that is relevant to the permission under paragraph 1. If the customer is a consumer, the revocation is only effective if XICTRON at the same time rescinds the contract on account of this payment default. XICTRON may also revoke the permission if the customer, despite a warning in text form, continues to use the services beyond the scope under paragraph 3. The right of revocation lapses upon full payment of all claims relevant under paragraph 1.

(5) In the case of ongoing contractual relationships (continuing services), the right of use exists for the duration of the contractual relationship; paragraph 4 sentences 1, 2 and 4 apply accordingly to due payments from this contractual relationship.

(6) After full payment for a completed service, the right of use becomes irrevocable, unless otherwise agreed in the contract and unless paragraph 1 sentence 3 provides otherwise.

(7) If the permission ends by revocation or the right of use ends with the end of a continuing obligation, the customer is obliged to cease any use of the services concerned without undue delay and to delete all copies, installations or other reproductions of the services or to hand them over to XICTRON. Content and data that the customer has provided itself are not covered by this.

(8) Use beyond the scope under paragraph 3 is not covered by the right of use. XICTRON's claims for injunctive relief and damages remain unaffected. By way of derogation from paragraph (4) sentence 4 and paragraph (6): If the customer is a business and, despite a warning in text form, continues to use the services beyond the scope under paragraph 3, XICTRON may revoke the right of use even after full payment; paragraph 7 applies accordingly.

Section B13 Third-party property rights

(1) If third parties assert claims against the customer because the services provided by XICTRON infringe third-party property rights (in particular copyrights, trademark rights or patent rights) when used in accordance with the contract, XICTRON shall indemnify the customer against these claims, unless XICTRON is not responsible for the infringement of property rights. Section A10 applies accordingly to the scope of the indemnification. The indemnification does not cover claims based on materials, content or specifications provided by the customer (Section B3 (4)), on content approved by the customer or published on its own responsibility (Section B4 (2)), on changes to the services by the customer or third parties, on the combination

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
Bank: Deutsche Bank

with components not supplied by XICTRON or on use outside the contractually specified purpose. The customer shall inform XICTRON without undue delay in text form of claims asserted, shall not acknowledge them without the consent of XICTRON and shall leave the defence to XICTRON upon request. If the customer breaches these obligations, the claim to indemnification lapses insofar as the defence against the claims was made more difficult or the damage was increased as a result; if the customer is a business, it shall prove that and to what extent the breach of duty neither made the defence more difficult nor increased the damage.

(2) In the event of infringements of property rights, XICTRON may – without prejudice to any claims for damages of the customer under Section A10 – at its own discretion and at its own expense, after prior information of the customer, make changes to the service concerned which, while safeguarding the interests of the customer, ensure that an infringement of property rights no longer exists, or acquire the necessary rights of use for the customer.

(3) If this subsequent performance is impossible for XICTRON or only possible on disproportionate terms, XICTRON is entitled to take back the services concerned against reimbursement of the remuneration paid for them; if the customer is a business, reasonable compensation for the benefits derived until the taking back is deducted. In doing so, XICTRON shall grant the customer a reasonable phase-out period, unless this is only possible on unreasonable legal or other terms.

(4) Insofar as the customer is itself responsible for the infringement of property rights, claims against XICTRON are excluded.

Part C Hosting, Domains, E-mail

Section C1 Scope, conclusion of contract, start of billing and term

(1) This Part C applies to contracts for hosting (web space, servers and e-mail services), for the registration and administration of domains and for the services associated therewith. Part A applies in addition. For website and shop packages, Part D takes precedence.

(2) The contract is concluded as soon as XICTRON accepts the customer's order (order confirmation) or activates the ordered service, whichever occurs first. An automatically sent confirmation of receipt of the order does not yet constitute acceptance.

(3) Billing begins on the day the access identifier and the first requested domain name are activated, irrespective of the date of payment.

(4) The minimum term specified in the offer begins on the day of activation under paragraph 3. If the customer is a consumer, the first term ends no later than two years after conclusion of the contract. Otherwise, extension and termination are governed by Section A8.

Section C2 Services of XICTRON, availability, support

(1) XICTRON owes an availability of its internet infrastructure of 99% on an annual average. Availability is measured at the transfer point from the data centre used by XICTRON to the internet.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
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IBAN: DE33 2707 0369 0055 3743 00
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(2) The following do not count as downtime: a) maintenance work that XICTRON announces in text form at least three days in advance and that takes place between 0:00 and 6:00, up to a total of eight hours per calendar month, insofar as it does not serve to remedy a disruption caused by the fault of XICTRON or its vicarious agents; b) disruptions outside XICTRON's sphere of responsibility, in particular force majeure and disruptions in third-party networks beyond the transfer point, insofar as these third parties are not vicarious agents of XICTRON; c) outages based on the customer's content, software or configurations or on a breach of these terms by the customer; d) suspensions that XICTRON is entitled to under these terms.

(3) Outages based on the fault of XICTRON or its vicarious agents remain downtime; maintenance work properly announced and carried out under paragraph 2 letter a is not deemed to be caused by fault.

(4) In relation to consumers, paragraph 2 letter a applies only if the maintenance windows were separately agreed before the order was placed (Section 327h of the German Civil Code (BGB)).

(5) XICTRON does not owe services that are contained neither in the service description nor in the offer of the booked tariff and that XICTRON provides without separate remuneration (free additional services); the customer has no claim to their provision. XICTRON is entitled to discontinue or change free additional services, or to offer them only against payment, within a period of 24 hours; in this case, it shall inform the customer without undue delay. Services specified in the service description or in the offer are not free additional services, even if no separate price is shown for them.

(6) Unless expressly agreed otherwise, XICTRON does not grant the customer free technical support. XICTRON provides support by e-mail and telephone during the service hours specified in the offer or, in the absence of such information, from Monday to Friday, except on public holidays in Lower Saxony, within normal office hours. XICTRON only owes availability outside these hours, at weekends or around the clock if this is expressly agreed. XICTRON does not provide direct support for the customer's customers, unless otherwise agreed.

Section C3 Technical changes

(1) For technical changes to services under this Part C, this Section applies with precedence over Section A4. XICTRON is entitled to replace, update or technically change its technical facilities, parts thereof and the software used, including the versions of the operating system, database and scripting languages, if there is a valid reason for this. A valid reason exists only in the event of a risk to the security or stability of operations, a change in the legal situation or an official or judicial requirement, adaptation to the state of the art, the end of manufacturer support for hardware or software used, and the elimination or change of upstream services of third parties for which XICTRON is not responsible. The overall character of the agreed service is preserved. XICTRON does not charge any additional fee for the change.

(2) If a change under paragraph 1 impairs access to the service or its usability for a customer who is a consumer, XICTRON shall inform the customer in text form at least 4 weeks before the change about the characteristics and the time of the change and about the customer's rights under this paragraph. If the impairment is more than insignificant, the consumer may terminate the contract free of charge within 30 days of receipt of the information or, if the change takes place later, within 30 days of the change.

(3) If the customer is a business, paragraph 2 sentence 1 applies only in the event of a more than insignificant impairment; the customer may then terminate the contract with effect from the time of the change.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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(4) The rights to end and terminate the contract under paragraphs 2 and 3 do not exist if XICTRON continues to make the unchanged service available to the customer without additional costs.

(5) XICTRON may make changes that are necessary to maintain conformity with the contract, including security updates, without prior notice; it shall inform the customer without undue delay afterwards.

(6) Replaced facilities and parts of XICTRON remain its property. Paragraph 1 does not cover devices owned by the customer.

Section C4 Domains

(1) If the customer has a domain registered via XICTRON, the contract for the domain is concluded exclusively between the customer and the respective registry; XICTRON acts only as the customer's representative. The terms and conditions of the respective registry apply.

(2) The fees for the registration and administration of a domain are set out in the offer. This applies to domains of all registries, unless XICTRON indicates a different arrangement at the time the contract is concluded.

(3) XICTRON has no influence on the allocation of domains. It therefore gives no warranty that the domains applied for on behalf of the customer can be allocated (delegated) at all, are free of third-party rights or will remain valid in the long term. This also applies to subdomains allocated below a domain of XICTRON.

(4) If the customer is requested by a third party to relinquish a domain because it allegedly infringes the rights of others, the customer shall inform XICTRON of this without undue delay. If a third party asserts such claims against XICTRON and they are not obviously unfounded, XICTRON may request the customer in text form to provide security within 7 days, or within 14 days if the customer is a consumer, for the expected litigation and attorney's fees of XICTRON; XICTRON states the amount and explains its calculation based on the expected amount in dispute. If the customer is a business, the security amounts to at least EUR 7,669.38. If the customer does not provide the security in due time, XICTRON is entitled to relinquish the domain on behalf of the customer; XICTRON points out this consequence in the request.

(5) For third-party claims on account of the registration or use of a domain of the customer, the indemnification under Section A12 applies; the registration and use of the domain constitutes a use of the services within the meaning of Section A12 (1).

(6) XICTRON is entitled to activate a domain only after payment of the fees agreed for the registration.

Section C5 Content and permitted use

(1) The customer may not, through its internet presence or banners displayed there, violate statutory prohibitions, public morals or the rights of third parties (trademark rights, rights to a name, copyrights, data protection rights etc.). In particular, the customer undertakes not to offer, or have offered, any pornographic content or any profit-oriented services whose subject matter is pornographic or erotic content (e.g. nude images, peep shows). The customer may not enter its internet presence in search engines insofar as, through the use of keywords in the entry, it violates statutory prohibitions, public morals or the rights of third parties.

(2) Paragraph 1 sentence 2 (pornography, erotica) does not apply to servers that are available to the customer for its exclusive use (dedicated or co-location servers).

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
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(3) The customer is obliged to ensure that the provision and publication of the content of the web pages it has posted, or that XICTRON has created for it on the basis of its information, violates neither German law nor the law of its home country if different, in particular copyright, data protection and competition law.

(4) In designing its internet presence, the customer shall refrain from using techniques that cause excessive use of XICTRON's facilities. XICTRON may exclude internet presences using such techniques from access by third parties until the customer has removed or deactivated the techniques. This does not apply to servers that are available to the customer for its exclusive use (dedicated or co-location servers).

(5) The customer shall not use the resources provided by XICTRON for the following acts: a) unauthorised intrusion into third-party computer systems (hacking); b) obstruction of third-party computer systems by sending or forwarding data streams or e-mails (spam); c) searching for open access points to computer systems (port scanning, pentesting); d) sending advertising e-mails without the recipient's consent required under Section 7 of the German Act against Unfair Competition (UWG) and sending e-mails that violate other statutory provisions; e) forging IP addresses, mail and news headers and distributing viruses.

(6) The customer shall prove the consents under paragraph 5 letter d to XICTRON upon request. If XICTRON incurs costs as a result of a breach of paragraph 5 letter d for which the customer is responsible, in particular for the removal of its IP addresses or domains from blocklists, the customer shall reimburse them.

(7) If the customer is a business, it promises a contractual penalty for each culpable breach of paragraph 1 sentence 2 and for each culpable breach of paragraph 1 sentences 1 and 3 that is capable of exposing XICTRON to claims by third parties or authorities, to the blocking of its addresses or systems or to an impairment of other customers. The customer shall set out and prove that it is not responsible for a breach. XICTRON determines the amount of the contractual penalty at its reasonable discretion, taking into account the seriousness, extent and duration of the breach, the degree of fault and the risk to XICTRON; it amounts to no more than EUR 5,112.92 per breach and, in the event of a dispute, may be reviewed by the competent court for its reasonableness. The contractual penalty is credited against a claim for damages on account of the same breach.

(8) For third-party claims on account of the customer's content or on account of its use of the services, the indemnification under Section A12 applies.

Section C6 Blocking and removal of content

(1) If the customer breaches an obligation under Section C5 or if there are concrete indications of such a breach, XICTRON is entitled to block the content concerned or the access concerned (for example an e-mail mailbox or a user account) immediately. If blocking limited to individual content or access is not technically possible or is not sufficient to end the breach or to avert damage to XICTRON or third parties, XICTRON may block the internet presence or the service concerned in its entirety; it shall notify the customer of the blocking and its reason in text form no later than when it begins.

(2) The customer's obligation to pay the agreed remuneration continues during a blocking for which the customer is responsible.

(3) A blocking under paragraph 1 that is based on indications, in particular on a sufficiently concrete notice from a third party or an authority, is provisional; it is limited to the content concerned wherever possible.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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E-Mail: mail@xictron.com
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(4) XICTRON shall notify the customer of a blocking under paragraph 1 in text form without undue delay, state the content concerned, the underlying facts and the reason, and point out the possibility of submitting a statement and the legal remedies available. The customer may submit a statement within a reasonable period; XICTRON then decides again and lifts the blocking as soon as the suspicion has been dispelled. If no statement is submitted or if it does not dispel the suspicion, XICTRON may maintain the blocking and delete the content after prior announcement in text form.

(5) Upon an official or court order, XICTRON may remove content immediately without a prior statement insofar as the order so requires; paragraph 4 sentence 1 applies accordingly.

(6) XICTRON's right to terminate for good cause under Section C12 and Section A8 as well as claims for damages remain unaffected.

Section C7 Obligations of the customer

(1) Insofar as XICTRON does not owe data backup as a service under the service description, the customer shall make, or have made, daily backup copies of its internet presence; they may not be stored on the web server itself, so that the internet presence can be restored quickly and cost-effectively in the event of a system failure. If XICTRON owes the backup, the customer shall itself back up data that it requires permanently beyond its scope.

(2) The customer warrants that the data it has provided are correct and complete. It undertakes to inform XICTRON without undue delay of any changes to the data communicated and, upon a corresponding request from XICTRON, to confirm their current accuracy again within 15 days of receipt. This applies in particular to the customer's name, postal address, e-mail address and telephone and fax number. If the customer does not confirm the accuracy of its data in due time or if they prove to be incorrect, XICTRON may, after announcement in text form with a notice period of 7 days, block the domains and services concerned until the customer has corrected or confirmed the data.

(3) The customer undertakes to keep passwords received from XICTRON for the purpose of accessing its services strictly secret and to inform XICTRON without undue delay as soon as it becomes aware that the password is known to unauthorised third parties. If there are indications that unauthorised persons know the customer's access data, XICTRON may provisionally block the access concerned and require the customer to change the access data. The customer is liable for acts performed under its access data insofar as it is responsible for their use by unauthorised persons.

(4) If the data transfer volume (traffic) attributable to the customer's offering reaches or exceeds the maximum amount agreed for the respective month, XICTRON shall invoice the customer for the excess volume at the price stated in the service description of the booked tariff or in the price list valid at the time the contract was concluded; changes to this price are governed by Section A5.

Section C8 Work services under the hosting contract, retention of title

(1) For the acceptance of work services that XICTRON performs within the scope of a contract under this Part C, for example setting up, migration or configuration, the following paragraphs apply instead of Section B10. XICTRON notifies the customer of completion in text form.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

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BIC: DEUTDE2HXXX
Bank: Deutsche Bank

(2) If the customer is a consumer and the service is aimed at producing digital content or bringing about a result by means of a digital service, no acceptance takes place; it is replaced by provision (Section 650 (2) of the German Civil Code (BGB)).

(3) In all other cases, XICTRON shall set the customer a reasonable period for acceptance of at least 14 days together with the notice of completion. The service is deemed accepted if the customer does not refuse acceptance within this period, stating at least one defect. If the customer is a consumer, this consequence only occurs if XICTRON, together with the request for acceptance, has informed the customer in text form of the consequences of an acceptance not declared or refused without stating defects. Acceptance may not be refused on account of insignificant defects.

(4) If the customer is a business, the service is furthermore deemed accepted if, after the notice of completion, the customer activates it for visitors or otherwise uses it productively and does not give notice of a material defect in text form within 7 days of the start of such use; XICTRON points out this consequence in the notice of completion.

(5) XICTRON sells goods under this Part C only to businesses. The delivered goods remain the property of XICTRON until full payment of the purchase price. If the customer is a business, the goods furthermore remain the property of XICTRON until all claims of XICTRON arising from the ongoing business relationship with the customer have been settled. XICTRON may make the delivery of goods under this Part C dependent on prior payment of the purchase price.

(6) If the customer is in default of payment, XICTRON may, without prejudice to other rights, take back the delivered goods to secure its rights if it has announced this to the customer and set the customer a reasonable grace period; taking back the goods does not constitute rescission unless XICTRON expressly declares it. XICTRON's right to rescind the contract in accordance with the statutory provisions remains unaffected. The customer shall notify XICTRON in text form without undue delay if third parties access the goods subject to retention of title, in particular by way of attachment.

Section C9 Notice of defects and cooperation

(1) If a purchase or a contract for the delivery of movable items to be manufactured or produced is a commercial transaction for both parties, Section 377 of the German Commercial Code (HGB) applies. The notice requires text form. Obvious defects must be notified without undue delay, at the latest within 7 days of delivery.

(2) If the customer is a business, it shall notify defects in the hosting services and other ongoing services in text form without undue delay and describe them, insofar as reasonable for it, stating any error messages displayed. In doing so, it shall check within the scope of its possibilities, in particular on the basis of the documentation provided by XICTRON, whether the cause lies within its own sphere of responsibility. For the period before receipt of the notice, it cannot assert rights on account of the defect insofar as XICTRON was unable to provide a remedy due to the lack of notice.

(3) If the customer is a consumer, the customer shall, at XICTRON's request, cooperate in determining whether its digital environment is compatible with the technical requirements of the service, insofar as this is necessary and possible for the customer. For this purpose, XICTRON uses the technical means that

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
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constitutes the least intrusive measure for the customer. If XICTRON cannot determine whether the customer's digital environment was compatible because the customer does not provide this cooperation, the presumptions under Section 327k (1) and (2) of the German Civil Code (BGB) do not apply.

(4) If the customer reports a defect although it recognised, or negligently failed to recognise, that there is no defect in the service but that the cause lies within its own sphere of responsibility, it shall reimburse XICTRON for the effort of examination and troubleshooting at the hourly rates of XICTRON's price list valid at the time of the report; if the customer is a consumer, the hourly rates of the price list valid at the time the contract was concluded and made accessible to the customer in text form before conclusion of the contract apply. The customer remains entitled to prove that no effort or a lower effort was incurred.

Section C10 Rights in respect of defects

(1) If there is a defect, XICTRON provides subsequent performance. It chooses whether to remedy the defect or to provide a replacement. In the case of a purchase by a consumer, the right of choice under Section 439 (1) of the German Civil Code (BGB) lies with the customer.

(2) In the case of purchase and work services, if subsequent performance fails, the customer may reduce the remuneration appropriately (reduction) or, if the defect is not insignificant, rescind the contract.

(3) In the case of hosting services and other ongoing services, the remuneration is reduced for the duration of a defect in accordance with the statutory provisions; Section C9 (2) remains unaffected. There, rescission is replaced by termination for good cause in accordance with the statutory provisions.

(4) If the customer is a consumer, the customer's statutory rights to rescind the contract, reduce the price or end the contract in the cases specified by law even without prior subsequent performance remain unaffected (Sections 475d, 327m and 327n BGB).

(5) Claims for damages are governed by Section A10 and Section C11.

(6) Within the scope of the warranty, the customer may have to accept a new program or development version, unless this leads to unreasonable adaptation and conversion problems for the customer.

(7) The customer shall support XICTRON to the best of its ability in any remedy of defects. Before any troubleshooting, in particular before a replacement of machines, the customer shall fully back up programs, data and data carriers and, if necessary, remove them.

(8) XICTRON points out that, according to the current state of the art, it is not possible to create hardware and software in such a way that it works without errors in all combinations of applications or can be protected against manipulation by third parties. XICTRON does not guarantee that hardware and software used or provided by it meet the customer's requirements or are suitable for particular applications. Furthermore, it is not guaranteed that the hardware and software provided are free of crashes, errors and viruses.

(9) The quality owed of the hardware and software used or provided by XICTRON is determined by XICTRON's service description. If the customer is a business, information from the manufacturer applies only insofar as the service description refers to it. If the customer is a consumer, the objective requirements under Section 434 (3) and Section 327e (3) BGB apply in addition, unless otherwise agreed under paragraph 10 sentence 2.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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(10) Errors in third-party software that were communicated to the customer before conclusion of the contract, for example in the service description or in a notice of known limitations, do not give rise to rights in respect of defects if the customer is a business. If the customer is a consumer, this applies only if the customer was specifically informed of the characteristic concerned before submitting its contractual declaration and the deviation is expressly and separately agreed.

(11) XICTRON remedies defects in third-party software used by installing fixes or updates provided by the manufacturer or by providing a reasonable workaround; paragraph 6 applies accordingly. If the customer is a consumer, a workaround is only sufficient if it brings about conformity with the contract (Section 327l (1) BGB).

Section C11 Liability for hosting services

(1) The maximum amount under paragraph 2 applies to contracts under this Part C in addition to Section A10. XICTRON is liable without limitation for intent and gross negligence in accordance with Section A10 (1).

(2) If XICTRON is liable on account of a slightly negligent breach of a material contractual obligation, liability is limited to the foreseeable damage typical for the contract. In the case of financial losses, it amounts in this case to no more than EUR 12,500 per claim.

(2a) If the customer is a business, XICTRON is liable to it in the cases of paragraph 2 for indirect damage and consequential damage, in particular lost profit, lost savings and business interruption, only insofar as such damage was foreseeable and typical for the contract as a possible consequence of the breach of duty at the time the contract was concluded.

(3) The limitation in paragraph 2 does not apply in the cases of Section A10 (1).

Section C12 Termination for good cause, content and domains at the end of the contract

(1) In addition to Section A8, good cause for XICTRON exists in particular if the customer seriously or, despite a warning, repeatedly breaches contractual obligations, in particular Section C5, if the customer is in default with the payment of an amount equal to two monthly fees, or if the performance of the contract becomes impossible for reasons for which XICTRON is not responsible.

(2) In the event of termination for good cause, XICTRON is entitled to block the customer's access immediately and to shut down the internet presence and the e-mail services immediately.

(3) After the end of the contract, XICTRON keeps the stored content and e-mail messages available for retrieval by the customer for 30 days by a means determined by it, for example as a download; thereafter it may delete them, unless a statutory retention obligation prevents this. If the customer is a consumer, XICTRON shall provide the content to the customer upon request in a common, machine-readable format.

(4) For the domains assigned to the contract, XICTRON requests the customer to instruct a new provider to take them over within 14 days and makes the data required for this available to the customer; if this does not happen in due time, XICTRON may return the domains to the registry or have them deleted. XICTRON points out this consequence to the customer in the request.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
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Section C13 Data security, processing on behalf

(1) XICTRON expressly points out to the customer that, according to the current state of the art, data protection for data transmissions in open networks such as the internet cannot be comprehensively guaranteed. XICTRON further points out that, from a technical point of view, it can at any time view the web pages stored on the web server and possibly also other data of the customer stored there. Other internet users may also be technically able to interfere with network security without authorisation and to monitor message traffic. The customer is therefore itself responsible for the security of the data it transmits to the internet.

(2) Insofar as XICTRON processes personal data on behalf, the contract separately concluded for this purpose applies.

Section C14 Software in hosting

(1) If, within the scope of hosting, XICTRON makes available to the customer its own software or third-party software in which it itself only holds a right of use, for example administration interfaces, commercial extensions or templates, the customer receives a simple, non-transferable right to use it for the duration of the contractual relationship. The customer may only use the software within the scope of the contractually intended use of the hosting; sublicensing, renting or otherwise making the software available to third parties is not permitted without the consent of XICTRON in text form. Use by employees of the customer and by visitors to its internet presence does not constitute making it available to third parties. The customer's rights under Section 69d (2) and (3) and Section 69e of the German Copyright Act (UrhG) remain unaffected.

(2) For third-party software, the licence terms of the respective manufacturer apply in addition with regard to the type and scope of use, insofar as XICTRON referred to them at the time the contract was concluded and enabled the customer to take note of their content in a reasonable manner. If the customer is a business, it is sufficient that XICTRON makes them accessible to the customer before provision, for example in the service description, in the administration interface or in the software itself. The customer shall comply with these licence terms.

(3) For open source software, the scope and conditions of the right of use are governed primarily by the respective open source licence terms; paragraph 1 sentences 1 and 2 do not apply in this respect.

(4) Performance, defects and liability in the relationship between XICTRON and the customer are governed, also in the case of third-party software and open source software, solely by this contract and the statutory provisions; warranty and liability rules in licence terms under paragraphs 2 and 3 do not apply in this relationship.

(5) When the contractual relationship ends, the right of use under paragraph 1 also ends. The customer shall then delete this software from its computers or from computers rented by it, unless it is legally obliged to retain it for longer.

(6) Work results that XICTRON creates for the customer within the scope of a separate development or design order are governed by Section B12; website and shop packages are governed by Part D. Content and data of the customer remain unaffected.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
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Part D Website and Shop Packages (Subscription and One-off Purchase)

Section D1 Scope, group of customers, order of precedence

(1) This Part D applies to contracts for the website and shop packages that XICTRON offers as a subscription or one-off purchase on the page 'Website & Shop im Abo' of xictron.com and on xicweb.de, guenstige-website-erstellen.de and internetagentur-hildesheim.de (packages). A package may be agreed as a monthly subscription (subscription) or as a one-off purchase.

(2) The packages are aimed at businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, special funds under public law and associations and foundations. A business also includes anyone who concludes the contract in the course of taking up a commercial or self-employed professional activity. XICTRON does not conclude contracts for the packages with consumers within the meaning of Section 13 BGB.

(3) The following apply to a package in this order of precedence, in each case in the version in force at the time the contract is concluded: XICTRON's offer accepted by the customer with the service description of the package, this Part D, Part C for hosting and domains, Part B for the creation of the website or shop, and otherwise Part A. An amendment under Section A16 remains unaffected.

(4) Because this Part D regulates them differently, the following do not apply to the packages: from Part A, the price adjustment under Section A5 (5) and (6) for the monthly fee and the hourly rate, the suspension of services under Section A7 (3), Section A8 (1) to (6), Section A9 (1) and (2) and Section A10; from Part B, Section B11 for the subscription and Section B12 insofar as Section D10 regulates the rights of use; from Part C, Section C1 (3) and (4) (start of billing and term), Section C4 (4) (relinquishing the domain), Section C5 (4) (excessive use), Section C7 (1) (backup copies by the customer) and (4) (data traffic), Sections C9 to C11 (defects and liability), Section C12 (1) insofar as it concerns default of payment, Section C12 (2) to (4) (blocking, content and domains at the end of the contract) and Section C13 (1) (security of transmitted data). Section C5 (1) to (3) and (5) to (8), Section C6 and Section C7 (2) and (3) also apply to the packages.

(5) Section A4 (changes to services), Section A11 (limitation), Section A15 (transfer of the contract) and Section A16 (amendment of the GTC) also apply to the packages. Section D7 (5) takes precedence over Section A4.

Section D2 Offer and conclusion of contract

(1) The prices on the website describe the packages. A contract is only concluded on the basis of an offer from XICTRON in text form. The offer states the package and its scope, the purchase model, in the case of the subscription the minimum term, the notice period, a set-up fee where agreed, the monthly fee, the part of the remuneration attributable to building the website as an amount and the change allowance, and also the one-off price of the package and the hourly rate for additional work.

(2) The offer is binding for the period stated therein. The contract is concluded upon acceptance by the customer in text form.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
Bank: Deutsche Bank

Section D3 Services under the subscription

(1) Under the subscription, XICTRON creates the website or shop in accordance with the service description, makes it available to the customer for use for the duration of the contract and operates it. The focus of the contract lies on the provision for use.

(2) The monthly fee covers: hosting on servers in data centres in Germany with an SSL certificate and its renewal, the backup under Section D7 (1), system and security updates under Section D7 (2), the ongoing monitoring of availability, certificate and loading time, with a brief monthly report where the service description provides for one, the change allowance under Section D6, and the remedy of defects and disruptions under Section D8.

(3) XICTRON owes the technical implementation of accessibility and data protection, for example contrasts, keyboard operation, labels, consent request and encryption, in accordance with the service description. XICTRON does not owe the legal review of the customer's content and legal texts.

(4) Unless the service description provides otherwise, the monthly fee does not include: the creation of texts and images, domain fees, licences for chargeable add-on modules, fees of payment and shipping service providers, ongoing search engine optimisation, advertising budget and changes beyond the allowance. XICTRON identifies chargeable add-on modules before booking; the customer decides.

Section D4 Provision, go-live, term and termination under the subscription

(1) After conclusion of the contract, XICTRON builds the website and makes it available for review at a protected test address.

(2) Go-live is the publication under the customer's domain after its approval. If XICTRON makes the website fully available for approval, apart from content to be supplied by the customer, and the customer does not approve it within four weeks without naming defects during this time, the day after expiry of the period is deemed to be the go-live. Upon provision, XICTRON points out this period and its consequence in text form.

(3) The minimum term is 12 or 24 months from go-live, as agreed in the offer. It ends upon expiry of the calendar month in which this period expires. If the customer is neither a business nor a legal entity under public law nor a special fund under public law, the minimum term ends, notwithstanding sentences 1 and 2, at the latest upon expiry of the last calendar month ending within 24 months after conclusion of the contract.

(4) The subscription may be terminated by either party with a notice period of one month to the end of a month, at the earliest with effect from the end of the minimum term. If it is not terminated, it continues for an indefinite period after expiry of the minimum term. A customer under paragraph 3 sentence 3 may terminate the subscription continuing under sentence 2 at any time with a notice period of one month. There is no extension by a further minimum term. The customer does not owe a buy-back.

(5) Termination requires text form; an e-mail is sufficient.

(6) The right to terminate for good cause remains unaffected; Section A8 (7) and (9) applies. On account of default of payment, XICTRON may, notwithstanding Section A8 (8) letters a to c and Section C12 (1), terminate for good cause if a) the customer is in default with an amount equal to two monthly fees and also fails to pay within 14 days of a reminder in text form that points out the termination, or b) the requirements of Section 543 (2) sentence 1 no. 3 of the German Civil Code (BGB) are met; in the case of letter b, no reminder is required.

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D-31185 Söhlde
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Otherwise, Section A8 (8) letters d and e apply. If XICTRON terminates for good cause for which the customer is responsible, XICTRON's claim for compensation for the damage resulting from the premature termination remains unaffected.

(7) If the customer is entitled by law to terminate the subscription before expiry of the minimum term without good cause, for example under Section 648 BGB, XICTRON may, after such termination, demand the remuneration agreed until the end of the minimum term; however, XICTRON must allow to be credited against it what XICTRON saves in expenses as a result of the cancellation of the contract or acquires through other use of its labour or maliciously fails to acquire.

(8) If the customer terminates under paragraph 7 after XICTRON has made the website fully available for approval under paragraph 2, the part attributable to building the website, stated as an amount in the offer, is deducted from the remuneration agreed for the minimum term. The customer may prove that a significantly lower part of the remuneration is attributable to building the website.

(9) Insofar as the law on contracts for work is applicable to the subscription, the go-live under paragraph 2 is deemed acceptance of the website created up to that point; Section B10 (1) does not apply to the subscription. The notice under paragraph 2 sentence 3 also states this consequence.

Section D5 Remuneration and payment

(1) A set-up fee, where agreed, becomes due upon conclusion of the contract. The monthly fee is charged from go-live, pro rata for the month of go-live and thereafter monthly in advance. XICTRON invoices additional work under Section D6 (3) with the following monthly invoice.

(2) All prices are net prices plus statutory value added tax.

(3) During the minimum term, the monthly fee and the hourly rate do not change. Thereafter, XICTRON may offer a change in text form at least six weeks before it takes effect. It only takes effect if the customer consents. If the customer does not consent, the previous prices continue to apply; each party may then terminate the subscription in accordance with Section D4 (4).

(4) Default of payment is governed by the statutory provisions. If the customer is in default with at least one monthly fee, XICTRON may, after announcement in text form with a notice period of 14 days, defer changes from the allowance and temporarily block the website until the arrears are settled. Content and data of the customer are neither deleted nor retained in this case; the export under Section D12 remains possible.

Section D6 Change allowance

(1) The subscription includes a change allowance each month to the extent stated in the service description of the package. It covers changes to texts, images, prices, opening hours and contact persons as well as new subpages within the page scope of the package and, in packages with further development, also extensions of functions. Updates, security patches, the remedy of defects under Section D8 and the export under Section D12 are not counted towards the allowance.

(2) The customer commissions changes in text form. XICTRON records the effort per order and rounds it up to the next full quarter of an hour. Changes that the customer commissions in one message constitute one order; queries from XICTRON and the customer's answers to them belong to the order to which they relate.

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(3) If a change would exceed the remaining allowance, XICTRON notifies this in advance with an estimate of the effort. The customer then decides whether XICTRON charges the additional work at the hourly rate from the offer, whether it is postponed to the following month or whether the customer switches to a larger package. Without the customer's decision, XICTRON does not carry out the additional work.

(4) Unused allowance lapses at the end of the month. It is neither paid out nor credited against other services.

(5) Changes within the scope of the allowance are not a change request under Section B7.

(6) The customer may switch to a larger package at any time with effect from the first day of a month. Before the switch, XICTRON notifies the customer in text form of the monthly fee and the one-off price of the new package. If additional build services are incurred for this, for example further pages, XICTRON states them with their price in text form in advance. The minimum term is not extended by the switch. The customer may switch to a smaller package at the earliest with effect from the end of the minimum term, and thereafter with a notice period of one month to the end of a month.

Section D7 Operation, backup and updates

(1) XICTRON backs up the files and databases of the website daily to storage that is separate from the web server. The daily backups are kept for at least seven days, one backup per week for at least four weeks and one backup per month for at least six months. Upon request, XICTRON restores a backed-up version without additional costs. The customer does not owe its own backups.

(2) XICTRON installs security updates promptly after their release and version updates in maintenance windows, and then checks the functioning of the website.

(3) Availability is governed by Section C2.

(4) Storage space and data traffic are included in the monthly fee. Limits apply only insofar as the service description quantifies them.

(5) XICTRON may change servers, data centres and software used if hosting in data centres in Germany, backup in the European Union and the scope of backup and functions are preserved. If the customer has to take action for this, for example change a DNS entry, XICTRON announces the change in good time in advance.

Section D8 Defects and disruptions under the subscription

(1) XICTRON maintains the website during the term of the contract in the condition provided for in the service description. XICTRON remedies defects and disruptions for which the customer is not responsible within the scope of the monthly fee.

(2) The customer reports disruptions by e-mail or telephone with a brief description. Response times apply insofar as the service description states them. They run from receipt of the report and only within the service hours, on working days from Monday to Friday from 9:00 to 18:00.

(3) XICTRON remedies disruptions that are based on changes made by the customer in the content management system or on content and services that the customer integrates without XICTRON, upon request, within the scope of the allowance or on a time and effort basis.

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(4) Otherwise, the statutory provisions on the provision of items for use apply. Strict liability, irrespective of fault, for defects that already exist at the time the contract is concluded (Section 536a (1) alternative 1 of the German Civil Code (BGB)) is excluded; liability under Section D9 remains unaffected.

Section D9 Liability

(1) XICTRON is liable without limitation for intent and gross negligence, for damage resulting from injury to life, body or health, under the German Product Liability Act (Produkthaftungsgesetz) and insofar as XICTRON has assumed a guarantee.

(2) In the event of slight negligence, XICTRON is only liable for the breach of material contractual obligations, i.e. obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely. Liability is then limited to the damage typical for the contract that was foreseeable at the time the contract was concluded.

(3) These rules also apply to the loss of data. Insofar as the liability of XICTRON is excluded or limited under this Section D9, this also applies to the personal liability of the legal representatives, employees and vicarious agents of XICTRON. For the packages, these rules replace Section A10 and the liability rules in Part C.

Section D10 Rights in the implementation, content, data and domain

(1) Content and data of the customer, in particular its texts and images as well as customer, order and form data, and its domain belong to the customer at all times. XICTRON uses them only to perform the contract. For naming the customer as a reference under paragraph 7, XICTRON may additionally use the name, logo and views of the customer's published website, as long as the customer has not objected to this in text form.

(2) Under the subscription, the customer receives, for the duration of the contract, a simple, non-transferable right to use the implementation, i.e. the design, programming, templates and configuration, for its website or shop. The right ends with the contract, unless the customer buys out the subscription under Section D11.

(3) The customer may use content that XICTRON creates for the customer under a separate order, for example texts or images, without limitation in time and space after payment, including after the end of the subscription. Third-party content, for example licensed images or fonts, is governed by its licence terms.

(4) In the case of a one-off purchase upon acceptance, and after a buy-out upon payment, the customer receives a right, unlimited in time and space and transferable, to use and edit the implementation created for it and to have it operated and edited by third parties. XICTRON hands over to the customer all files and access credentials as well as source files and documentation, insofar as the service description specifies them. The right is non-exclusive insofar as the implementation contains general components, templates and tools that XICTRON also uses for others. Open source and other third-party components are governed by their licences.

(5) The domain is registered to the customer. If the customer has it registered via XICTRON, the customer is entered as the holder; XICTRON does not relinquish the domain without the customer's consent and hands over the code for a transfer within five working days of request.

(6) The customer's rights under paragraphs 1, 3 and 4 do not lapse as a result of a default of payment; default is governed by Section D5 (4). The rights under paragraph 4 do not arise before full payment of the remuneration.

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D-31185 Söhlde
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(7) The customer may at any time refuse in text form a reference to XICTRON on the website (name, logo or link under Section A13) and being named as a reference under Section A13; XICTRON then removes the reference without counting it towards the allowance.

Section D11 Buy-out: switching from subscription to purchase

(1) The customer may buy out the subscription at any time, i.e. purchase the website or shop. The price is the one-off price of the package booked at that time according to the offer or, after a switch under Section D6 (6), according to XICTRON's notification on that switch, less any set-up fee paid. Monthly fees already paid are not credited. XICTRON does not charge again for separately commissioned and paid additional services.

(2) The subscription ends upon expiry of the calendar month in which the payment is received. Monthly fees for the period thereafter are not incurred, including for any remaining minimum term. The customer receives the rights and documents under Section D10 (4) upon receipt of payment.

(3) Upon request, the parties agree on hosting and support after the buy-out in a separate contract.

Section D12 End of contract: export, handover and deletion

(1) If the subscription ends, for whatever reason, XICTRON exports the customer's content and data in common formats and hands them over to the customer without additional costs: texts and data, in the case of a shop also product, customer and order data, as CSV, JSON or XML, and images and other media in their original formats. XICTRON only hands over the implementation itself after a buy-out.

(2) The customer may request the export from receipt of the termination; XICTRON hands it over within ten working days of the request. Without a request, XICTRON hands it over at the end of the contract. Until the end of the contract, the website remains online unless it is blocked under Section D5 (4). The export is also deemed handed over if XICTRON makes it available to the customer for retrieval and notifies the customer of this in text form; it remains available for at least 30 days.

(3) XICTRON deletes the customer's content and data 30 days after the end of the contract, but not before handover of the export and only insofar as there is no statutory retention obligation. Upon request, XICTRON confirms the deletion in text form. Backups are deleted when they expire in the regular course, at the latest seven months after the end of the contract.

(4) Even after termination for good cause, XICTRON only deletes the customer's content, data and domain after handover of the export; Section C12 does not apply in this respect.

Section D13 Form of declarations

(1) Declarations under this Part D require text form; an e-mail is sufficient. Notwithstanding Section A9, this also applies to termination by the customer.

XICTRON - Lennart Harmes
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D-31185 Söhlde
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Part E XICTRAQ (Website Monitoring as Software-as-a-Service)

Section E1 Validity and subject matter

(1) This Part E applies to contracts for the use of the software-as-a-service platform XICTRAQ® (hereinafter 'Platform' or 'Service'). As a Special Part, it takes precedence over the General Provisions in Part A (Section A1); unless this Part E provides otherwise, Part A applies.

Section E2 Group of customers

(1) Notwithstanding Section A2, XICTRON concludes contracts under this Part E exclusively with businesses within the meaning of Section 14 of the German Civil Code (BGB), with legal entities under public law and with special funds under public law. Conclusion of a contract with consumers within the meaning of Section 13 BGB is excluded; this also applies to the free plan.

(2) Upon registration and upon each booking of a paid plan, the customer expressly confirms that it is acting as a business, as a legal entity under public law or as a special fund under public law.

(3) XICTRON may, before and after conclusion of the contract, require suitable proof of business status (e.g. extract from the commercial register, trade registration, VAT identification number or proof of freelance activity). Until such proof is submitted, XICTRON may refuse registration or suspend the use of paid functions. If the customer does not submit the proof within 14 days of being requested to do so, XICTRON may terminate the contract without notice.

(4) Businesses do not have a statutory right of withdrawal. If, contrary to paragraph 1, a contract is nevertheless concluded with a consumer, the consumer's mandatory statutory rights remain unaffected; Annex 1 applies to a withdrawal.

Section E3 Registration, conclusion of contract and user account

(1) Use of the Platform requires the opening of a user account. The customer shall provide truthful information upon registration and keep it up to date.

(2) Notwithstanding Section A3, the contract is concluded by confirmation of the registration or by selection of a paid plan and its confirmation in the checkout process. The customer receives a confirmation by e-mail.

(3) The customer is obliged to treat its access data confidentially and to protect them against access by third parties. The customer is liable for acts performed under its user account, unless it is responsible neither for the use by third parties nor for the disclosure of the access data.

Section E4 Description of services

(1) XICTRON provides the customer via the internet with a software-as-a-service platform with which the customer can have the websites it specifies automatically checked for technical characteristics. Depending on the plan, this includes in particular uptime monitoring, SSL and security header checks, automated checks of technical characteristics that may be relevant to data protection (GDPR) and accessibility (BFSG), Core Web Vitals, cookieless analytics, DNS/domain monitoring and multi-level alerting. A legal review or assessment is not part of the service (paragraph 5).

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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(2) The specific scope of services depends on the plan selected by the customer (Free, Starter, Business or Agency). The plan description on www.xictraq.com/de/preise valid at the time the contract is concluded is authoritative.

(3) The Platform is an informational aid. The provision of the Platform for use is governed by the statutory provisions in accordance with Section E13 and Section E14. The performance of the checks and the sending of notifications are additionally governed by the provisions on contracts for services (Sections 611 et seq. of the German Civil Code (BGB)). A particular result – in particular the reliable, complete or correct detection, measurement or reporting of a state of the monitored website – is not owed. All evaluations, scores, traffic-light colours, reports, recommendations and notifications are non-binding indications based on automated checks and may contain errors, gaps, misinterpretations as well as false alarms (false positives) and missing reports (false negatives).

(4) XICTRON may use third parties (subcontractors) to provide its services; XICTRON remains responsible to the customer for their performance in accordance with this Part E. The engagement of sub-processors is governed by Annex E1 clause 5.

(5) The Platform does not constitute legal, tax, data protection, security or accessibility advice and does not replace such advice by qualified professionals. In particular, the labelling of a website as ‘GDPR-compliant’, ‘BFSG-compliant’, ‘secure’, ‘error-free’ or similar assessments within the Platform does not constitute a binding legal assessment. The customer is itself responsible for the legal, security-related and operational assessment of its websites and for all consequences to be drawn from it.

(6) The Platform is no substitute for the customer's own monitoring, backup, alerting and emergency strategies and is not intended for use in safety-critical environments or environments with high-availability requirements (e.g. medicine, aerospace, energy supply, financial transactions). The customer is obliged to maintain independent, redundant monitoring and alerting systems for critical infrastructure.

(7) XICTRON provides the services with the care required in business dealings (Section 276 (2) BGB). Uninterrupted availability of the Platform, the monitoring agents, the API, the dashboards, report generation or the notification channels is not owed; the provisions on availability in Section E5 and the liability provisions in Section E14 apply.

Section E5 Availability, maintenance and third-party services

(1) XICTRON endeavours, where possible, to provide the Platform with an availability of 99.5% on an annual average, measured at the data centre's transfer point to the internet. This is a non-binding target value, not a warranted characteristic, a guarantee or a contractually owed service level agreement (SLA). No claims can be derived from falling short of the target value, unless Section E14 provides otherwise.

(2) Periods of scheduled maintenance, periods of force majeure, outages of upstream suppliers (data centre, network operators, DNS providers, upstream APIs such as Google Safe Browsing, RDAP registries, DNSBL lists, TLS libraries and the like), outages of notification channels (e-mail providers, Slack, Microsoft Teams, Discord, Telegram, webhooks, on-call services and the like) and disruptions in the public internet are disregarded when calculating availability.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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(3) Maintenance work is carried out, where possible, at times of low usage and announced insofar as foreseeable. There is no entitlement to prior notice; security-critical maintenance may also be carried out without prior notice.

(4) The Platform uses third-party services. Publicly accessible data sources and information services of third parties whose information the Platform queries and evaluates (e.g. RDAP/WHOIS registries, DNS information, DNSBL and blocklists, Google Safe Browsing) are the subject matter of the check and not part of XICTRON's service. XICTRON owes neither their availability nor the accuracy of their information, but only their querying and reproduction in accordance with Section E6 (1).

(5) XICTRON is liable for third parties that XICTRON uses to provide its service (in particular the data centre and dispatch service providers) in accordance with Section E14.

(6) If a third party changes or discontinues a data source or interface on which a function is based, XICTRON may adapt the function in accordance with Section A4, replace it with an equivalent one or, if no replacement is available on reasonable terms, discontinue it.

(7) Notwithstanding Section A4 (1) and (2), XICTRON may further develop the scope of services and individual functions and in doing so change or discontinue individual functions, provided that the core functions of the contractually owed plan are retained, the remuneration remains unchanged and the change is reasonable for the customer, taking into account the interests of XICTRON. XICTRON announces material changes by e-mail or within the Platform within a reasonable period before they take effect.

Section E6 Monitoring results and notifications

(1) Monitoring results, evaluations, reports, scores, ratings, recommendations, forecasts and notifications (hereinafter ‘Results’) are generated by automated checks that XICTRON carries out at the intervals selected by the customer from its measuring points in accordance with the procedures described in the Platform. What is owed is the performance of these checks and the provision of the Results generated thereby. States that occur between two checks or are not detectable from the measuring points are not captured by the checks; assessments that require a legal evaluation are captured only as a technical indication.

(2) The following are not owed: a) distinguishing genuine outages from reports based on geoblocking, rate limiting, firewall or bot protection measures of the monitored website; b) delivery of a notification beyond its handover under Section E14 (6); c) consistency of measured values, analytics data, scores, traffic-light colours and exports with other measuring systems or assessment standards; d) a legal assessment; classifications such as ‘GDPR-compliant’, ‘BFSG/WCAG-compliant’, ‘accessible’, ‘imprint-compliant’ or ‘secure’ are technical indications within the meaning of Section E4 (5); e) the accuracy of information from third-party data sources within the meaning of Section E5 (4); f) the suitability of white-label reports, client portals, audit widgets and embed codes for the purposes of the customer's end customers.

(3) Conclusions, business decisions and marketing, SEO or legal measures that the customer or third parties take on the basis of Results are their responsibility. XICTRON's liability in connection with Results is governed solely by Section E14.

(4) Before taking measures with external legal effect – in particular declarations to authorities, courts, insurers, contractual partners or end customers, declarations of conformity or accessibility statements and cease-and-desist letters – the customer shall itself check the underlying Results and, where legal consequences may

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arise, have them checked by qualified professionals (e.g. lawyers, data protection officers, security auditors, tax advisers). Before taking measures with significant or hardly reversible consequences for its systems (e.g. shutting down, migrating, resetting), the customer shall verify a report with reasonable means of its own.

(5) Any disclosure of the Results to third parties (e.g. end customers, supervisory authorities, insurers, opposing parties in litigation) is made exclusively at the customer's own responsibility.

(6) The customer shall indemnify XICTRON against claims of third parties – including the customer's own end customers under the Agency plan – based on the customer having breached paragraph 4 or having used or disclosed Results incompletely or for purposes other than those intended. This does not apply if the customer is not responsible for the breach; the customer shall set out and prove that it is not responsible for it. The indemnification covers the reasonable costs of legal defence. It does not apply insofar as the claim is based on intent or gross negligence on the part of XICTRON, its legal representatives or vicarious agents, or on an injury to life, body or health for which they are responsible.

(7) XICTRON should inform the customer of claims asserted under paragraph 6; a failure to inform the customer only causes the indemnification to lapse insofar as it has made the defence against the claims more difficult.

Section E7 Free plan and trial period

(1) XICTRON provides a free plan (Free) with a limited range of functions without a fixed term. XICTRON may discontinue the free plan at any time without stating reasons, terminate the contract for the free plan at any time or change its range of functions; Section E12 (4) applies to the data.

(2) If the customer on the free plan does not log in for the period specified in the plan description, XICTRON may pause the checks; the next login resumes them.

(3) For paid plans, XICTRON may grant a trial period of up to 14 days, during which the selected plan can be tested without any payment obligation. After expiry of the trial period, the selected plan automatically becomes subject to a charge, unless the customer terminates the contract before expiry of the trial period.

Section E8 Remuneration and payment

(1) The prices shown on the XICTRAQ website at the time the contract is concluded apply. Notwithstanding Section A5, the prices shown are gross prices and include statutory value added tax (currently 19%). If XICTRON does not owe German value added tax for the service — in particular upon proof of a valid VAT identification number from another Member State of the European Union (reverse charge to the customer) or in the case of customers from third countries —, invoicing is made without German value added tax. In this case, the subscription price is reduced by the value added tax included; add-on packages are charged at the amount shown without value added tax.

(2) Notwithstanding Section A6, the remuneration becomes due in advance monthly in the case of monthly payment and annually in the case of annual payment, in each case on the first day of the billing period. The billing period begins on the day the contract is concluded or after expiry of any trial period.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
Bank: Deutsche Bank

(3) If payment by bank transfer is agreed, the due date under paragraph 2 remains; the customer is in default without a reminder if it does not pay within seven days of receipt of the invoice, and the consequences of default under Section A6 (3) apply. If, in the case of payment via Stripe, the debit fails or is reversed for a reason for which the customer is responsible, the amount is payable within 7 days of receipt of a notification; upon expiry of this period, the customer is in default without a reminder. The right to assert further damage in addition to the consequences of default under Section A6, in particular bank and chargeback costs for which the customer is responsible, remains reserved.

(4) Online payments are processed via the payment service provider Stripe (Stripe Payments Europe Ltd., Dublin). The customer accepts the Stripe terms of use. Payment data are processed exclusively by Stripe and are not stored on XICTRON's servers. If payment by bank transfer is agreed, the customer transfers the invoice amount to the account stated in the invoice; Stripe is not involved in this.

(5) Blocking of the user account in the event of outstanding claims is governed by Section A7. Before blocking, XICTRON informs the customer in text form that no checks and notifications take place during the blocking. The blocking is lifted as soon as the arrears have been settled. The obligation to pay the remuneration continues during a blocking due to default of payment in accordance with Section 326 (2) of the German Civil Code (BGB). There is no entitlement to a refund of payments already made in the event of blocking due to default of payment.

(6) Notwithstanding Section A5, XICTRON may change the prices with effect from the beginning of a new billing period. XICTRON notifies the customer of a change in text form at least four weeks before it takes effect (e.g. by e-mail to the account e-mail address). In the event of a price increase, the customer may terminate the contract until the new prices take effect, with effect from the end of the current billing period; termination is also possible in the user account under ‘Billing & Invoice’. If the customer does not terminate, the new prices apply from the beginning of the new billing period. XICTRON specifically points out in the notification the right of termination, the deadline and the consequence of failing to terminate. If the customer terminates on account of a price increase, the remuneration already paid for the current billing period is not refunded.

(7) Notwithstanding Section A7 (1) sentence 2, the customer may only set off claims that are undisputed or have been finally established by a court against remuneration claims under this Part E; the right to reclaim remuneration paid in excess remains unaffected.

Section E9 Obligations of the customer

(1) The customer may only monitor its own websites or websites for which it holds the express permission of the operator. Before starting the monitoring, it shall ensure that the monitoring does not infringe any third-party rights, and shall prove the permission in text form upon request.

(2) The customer undertakes not to misuse the Service, in particular not to overload third-party infrastructure (denial of service), to circumvent technical protection measures or for other unlawful purposes.

(3) The customer is obliged to comply with the quotas included in its plan (e.g. number of websites, number of checks, API calls). Exceeding them entitles XICTRON to invoice additional services or to throttle the Service accordingly.

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Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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IBAN: DE33 2707 0369 0055 3743 00
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(4) The customer shall indemnify XICTRON against claims of third parties, in particular of operators of monitored websites, based on the customer having culpably breached paragraph 1 or 2. The indemnification covers the reasonable costs of legal defence.

(5) If XICTRON has concrete indications of a breach of paragraph 1 or 2, in particular a complaint from the operator of a monitored website, XICTRON may suspend the checks concerned immediately until the customer proves its authorisation. XICTRON informs the customer without undue delay.

(6) Insofar as it has influence over this, the customer shall ensure that XICTRON's checks are not blocked by protective measures of the monitored websites (e.g. firewall, bot protection, rate limiting, geoblocking). It shall keep the stored contact details and notification channels functional and test them after each change using the test notification offered in the Platform.

Section E10 Rights of use

(1) For the duration of the contract, XICTRON grants the customer a simple, non-transferable, non-sublicensable right to use the Platform to the contractually agreed extent.

(2) The customer may use the Platform exclusively for its own business purposes. Under the Agency plan, the customer may additionally use the Platform within the scope of the agreed white-label functionality for monitoring the websites of its own end customers.

(3) All copyrights, trademark rights and other property rights in the Platform and in the associated documentation remain with XICTRON or its licensors.

(4) For the duration of the contract, the deletion run-off period (Section E12 (4)) and until deletion in the course of the regular backup rotation, the customer grants XICTRON the simple, non-transferable right to retrieve, reproduce, store and evaluate content of the monitored websites and to display it to the customer and, under the Agency plan, to its end customers (e.g. screenshots, source code, headers, comparison versions), insofar as this is necessary to provide the service. XICTRON may have this right exercised by subcontractors acting for XICTRON.

(5) The customer shall ensure that it is authorised to grant the right under paragraph 4. It shall indemnify XICTRON against claims of third parties based on the customer having culpably acted without this authorisation; the indemnification covers the reasonable costs of legal defence.

Section E11 Data protection

(1) In addition to Section A14, the processing of personal data within the scope of the Platform is governed by the XICTRAQ privacy policy; it is carried out in compliance with the requirements of the GDPR.

(2) The Platform and databases are operated on servers controlled by XICTRON in data centres within the EU; the hosting processors are named in the XICTRAQ privacy policy. Individual processors named there process data in third countries; the basis of the transfer is stated in the XICTRAQ privacy policy.

(3) Insofar as XICTRON processes personal data on behalf of the customer within the scope of the Platform – in particular in connection with cookieless analytics, heatmaps, optional session recording, status page subscriptions or form analytics on websites specified by the customer or with the optional order import from a

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
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shop connected by the customer –, Annex E1 applies. Annex E1 constitutes the data processing agreement under Article 28 (3) GDPR within the meaning of Section A14; it is concluded in electronic format upon acceptance of these GTC (Article 28 (9) GDPR). No separate contract or additional signatures are required.

Section E12 Term, termination, end of contract and switching of provider

(1) The contract for a paid plan is concluded for an indefinite period. The minimum contract term corresponds to the selected billing period (monthly or annual).

(2) Notwithstanding Section A8 and Section A9, the contract may be terminated by either party by ordinary termination with effect from the end of the current billing period. Termination by the customer requires text form; it may also be carried out directly in the user account under 'Billing & Invoice'.

(3) The right to extraordinary termination for good cause remains unaffected. Good cause for XICTRON exists in particular in the event of serious breaches of Section E9. Good cause for XICTRON further exists if the customer is in default for more than 30 days with an amount exceeding the remuneration for one month. If XICTRON terminates for good cause for which the customer is responsible, XICTRON may demand as damages the remuneration that would have accrued until the end of the current billing period, less expenses saved. The customer remains entitled to prove that no damage or significantly lower damage has been incurred.

(4) After termination of the contract, the customer data remain stored to the previous extent for a further 30 days (deletion run-off period). Within this period, the customer may export its data itself or continue the contract; upon request in text form, XICTRON provides an export within the period. After expiry of the deletion run-off period, the customer data are irrevocably deleted or anonymised within the scope of XICTRON's deletion concept, unless statutory retention obligations prevent this. A switch to the free plan does not end the contract, and the account remains in existence; for data exceeding the retention periods of the free plan, sentences 1 to 3 apply accordingly. If the customer deletes its account itself (Settings → Profile), the contract ends upon deletion; no deletion run-off period then takes place, and the customer data are deleted immediately. Invoices are retained in accordance with the statutory retention obligations. Statutory data subject rights, in particular to access and data portability under Article 15 and Article 20 GDPR, remain unaffected.

(5) Switching of provider (Articles 23 to 31 of Regulation (EU) 2023/2854): a) The customer may request in text form, with a notice period of 2 months, to switch to a data processing service of another provider or to an on-premises ICT infrastructure, or to have its exportable data erased. In the case of a switch to another provider, it provides the necessary information about that provider. After expiry of the notice period, it may inform XICTRON which of these measures it is carrying out. The right to ordinary termination under paragraph 2 remains unaffected. b) Within a transitional period of 30 calendar days after expiry of the notice period under letter a, XICTRON makes the exportable data and digital assets available via the export and API functions. During this period, XICTRON reasonably supports the customer and third parties authorised by it in the switching and in the customer's exit strategy, including the relevant information for this, acts with due care to maintain business continuity and the contractual services, provides clear information about known risks to the uninterrupted provision of services attributable to XICTRON and ensures a high level of security of the data during the transfer and the retrieval period under letter e. c) If the transitional period is technically unfeasible, XICTRON notifies this, stating reasons, within 14 working days of the switching request and

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
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specifies an alternative transitional period of no more than 7 months. The customer may extend the transitional period once by a period that it considers more appropriate for its purposes. d) The following are exportable: account, website and monitor configurations including alert channels and maintenance windows, check and measurement results with history, alert and event histories, reports, analytics, heatmap, form analytics and session recording data, status pages with their subscriptions and imported order data. Excluded, because trade secrets of XICTRON would otherwise be infringed, are XICTRON's internal evaluation and scoring logic, models and source code; this exception does not impede or delay the switching. e) After expiry of the transitional period, the customer may retrieve the exportable data for a further 30 calendar days. After successful switching, all exportable data and digital assets generated directly by the customer or relating directly to the customer are thereafter completely erased, unless there is a statutory retention obligation. f) The contract ends as soon as the switching has been successfully completed or, if the customer does not wish to switch but to have its exportable data erased, upon expiry of the notice period under letter a; XICTRON informs the customer of the termination. g) Until termination, the agreed remuneration continues to be payable, pro rata for a billing period beginning after receipt of the switching request. The claim to remuneration for the billing period current upon receipt of the switching request remains unaffected as consideration for the agreed term; XICTRON credits expenses saved. h) XICTRON does not charge switching fees. XICTRON provides support that the customer requests beyond the obligations under this paragraph in return for remuneration agreed in advance in text form. i) The obligations under Chapter VI of Regulation (EU) 2023/2854 do not apply to a trial period under Section E7 (3) (Article 31 (2)).

Section E13 Defects

(1) XICTRON warrants the provision of the Platform in conformity with the contract in accordance with the service description valid at the time. Insignificant impairments of suitability for the contractual use are disregarded.

(2) The customer shall notify defects without undue delay, at the latest within 14 days of discovery, in text form to mail@xictraq.com and describe them in sufficiently concrete terms (in particular the function concerned, time, steps to reproduce). Insofar as XICTRON was unable to provide a remedy as a result of an omitted or late notification, the customer is not entitled to reduce the remuneration, to claim damages or to terminate without setting a reasonable period for remedy. The customer shall compensate for the damage resulting from an omitted or late notification.

(3) The customer cannot enforce a reduction by deduction from the current remuneration, unless the defect is undisputed or has been finally established by a court. The customer's right to reclaim remuneration paid in excess in accordance with the provisions on unjust enrichment remains unaffected.

(4) Strict liability, irrespective of fault, for defects that already existed at the time the contract was concluded under Section 536a (1) alternative 1 of the German Civil Code (BGB) is excluded.

Section E14 Liability

(1) Notwithstanding Section A10, XICTRON's liability is governed by this Section. XICTRON is liable without limitation for damage resulting from injury to life, body or health, for damage based on intent or gross negligence, and in the case of fraudulently concealed defects or the assumption of a guarantee. Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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Bank: Deutsche Bank

(2) In the event of a slightly negligent breach of a material contractual obligation, the fulfilment of which makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely (cardinal obligation), XICTRON's liability is limited to the damage typical for the contract that was foreseeable at the time the contract was concluded. Otherwise, XICTRON's liability for slight negligence is excluded.

(3) In the cases of paragraph 2, XICTRON's liability is limited to EUR 12,500 per claim. For all claims in a contract year combined, it is limited to EUR 25,000. A contract year is the period of 12 months from conclusion of the contract and each subsequent twelve-month period.

(4) Under the free plan, XICTRON is not liable for slight negligence, except in the cases of paragraph 1, because the service is provided free of charge (cf. Section 599 of the German Civil Code (BGB)).

(5) In the cases of paragraph 2, XICTRON is liable for indirect damage and consequential damage, in particular loss of profit, lost savings, business interruption, ranking and reputational losses, only insofar as these were foreseeable and typical for the contract as a possible consequence of the breach of duty at the time the contract was concluded. In the cases of paragraph 2, XICTRON reimburses contractual penalties, liquidated damages and SLA credits that the customer has promised to third parties only if the customer informed XICTRON in text form of this risk and its amount before the contract was concluded. In the cases of paragraph 2, XICTRON reimburses fines imposed on the customer only if the customer informed XICTRON in text form of this risk before the contract was concluded.

(6) XICTRON's obligation to deliver a notification is fulfilled as soon as the notification has been handed over to the mail server responsible for the recipient address specified by the customer or to the interface of the third-party service selected by the customer (e.g. Slack, Microsoft Teams, Discord, Telegram, the customer's webhook recipient, push or on-call service). XICTRON does not owe further delivery by this mail server or third-party service.

(7) XICTRON is not liable for damage insofar as it is based on the customer or third parties having misinterpreted correct Results. Paragraph 1 remains unaffected.

(8) XICTRON is not liable for impairments of monitored websites, their infrastructure or interfaces caused by the checks insofar as the customer could have avoided them by using the setting options (check intervals, maintenance windows, exclusions). Paragraph 1 remains unaffected.

(9) XICTRON is not liable for damage insofar as it is based on force majeure, disruptions of the public internet or outages of services of third parties that are not vicarious agents of XICTRON. Paragraph 1 remains unaffected.

(10) For damage resulting from states of the monitored website not being detected or reported, or being detected or reported incompletely, late, incorrectly or more than once, or from Results being incorrect, incomplete or outdated, XICTRON is liable only in accordance with paragraphs 1 to 5. Contributory fault of the customer, in particular the unchecked use of Results or the lack of own monitoring for critical systems contrary to Section E4 (6), shall be taken into account in accordance with Section 254 BGB.

(11) The customer is obliged to export and back up reports and history data that it requires permanently at reasonable intervals via the export and API functions of the Platform.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

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(12) For the loss of or damage to data that the customer was able to back up via these functions, XICTRON is liable in the cases of paragraph 2 only for the damage that would also have occurred with such a backup, in particular for the effort of making the backed-up data available again. XICTRON's obligations under Annex E1 clause 4 remain unaffected.

(13) Notwithstanding Section A11, claims of the customer for damages and for reimbursement of futile expenses – with the exception of the cases specified in paragraph 1 – become time-barred 12 months from the time at which the customer became aware, or should have become aware without gross negligence, of the circumstances giving rise to the claim, and irrespective of such knowledge at the latest 5 years from the date on which the claim arose.

(14) The above limitations of liability also apply in favour of the legal representatives, vicarious agents and subcontractors of XICTRON and accordingly to their personal liability.

Section E15 Aggregated measurement data and references

(1) Notwithstanding Section A13, XICTRON may use and publish technical measurement data without personal reference (in particular availability, response time, certificate, DNS and header findings) in aggregated form that does not permit any conclusions to be drawn about the customer or individual monitored websites, also after the end of the contract, for improving and safeguarding the Service, for statistics and for benchmark values. Personal data that XICTRON processes on behalf of the customer are excluded from this; they are governed solely by Annex E1.

(2) In addition to Section A13, XICTRON is entitled to name the customer with its company name as a reference customer on its own websites, in presentations and in other media. In doing so, XICTRON may also show the customer's logo; for this purpose, the customer grants XICTRON a simple, royalty-free right to use its logo for reference purposes. The customer may object to being named and to the use of the logo, in each case on the basis of a legitimate interest, in text form with effect for the future.

(3) Notwithstanding Section A13 (1), (2) and (4), the parties undertake to keep confidential all confidential information of the other party that has become known in the course of performing the contract and to use it only for the purposes of performing the contract; Section A13 (3) and (5) apply accordingly. Paragraphs 1 and 2 remain unaffected.

Annex E1 Agreement on Processing on Behalf

No. 1 Subject matter, duration, nature and purpose

(1) The subject matter of the processing is all personal data that XICTRON processes for the customer in the course of providing the services described in Part E. Within the meaning of the GDPR, the customer is the controller (Article 4 no. 7 GDPR) and XICTRON the processor (Article 4 no. 8 GDPR).

(2) Duration: The processing takes place for the term of the main contract plus the deletion run-off period (30 days) provided for in Section E12 (4) and beyond that until fulfilment of the deletion or return obligations under clause 9 of this Annex.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
Bank: Deutsche Bank

(3) Nature and purpose of the processing: provision of a software-as-a-service platform for monitoring the customer's websites; collection, storage, evaluation and display of technical measurement and diagnostic data; cookieless visitor statistics, heatmaps, optional session recording and form analytics on websites selected by the customer; delivery of alerts and reports; hosting of public status pages and management of their subscriptions; provision of API access; at the customer's request, retrieval of the order status and, where order import is enabled, of the order data from a shop connected by the customer via its interface and their evaluation in the customer's e-commerce reports.

(4) Type of data: in particular pseudonymous visitor and session identifiers, formed as a hash value from the IP address and a random value generated anew each day (salt), which is deleted at the end of the day, so that thereafter no assignment to the IP address is possible in the visitor statistics (the IP address itself is not stored in the visitor statistics; access logs of the web server contain it for ten days, error logs until their size-dependent rotation, see section 3 of the privacy policy); page view metadata (path, referrer, UTM parameters, device/browser type, language); location information from IP geodata (country, region, city, postcode, coordinates) as well as internet provider and network identifier (ASN); form interaction events (without plain-text inputs); clicks as individual clicks with coordinates, element type and visible text of the clicked element (e-mail addresses outside the website's own domain masked) as well as scroll depth; JavaScript error messages of the page (e-mail addresses and access values in contained addresses, such as token= or key=, masked); in the case of customer recognition by the tracker, the customer number and, where the shop provides them, name, company and customer group or type (no e-mail addresses); optionally session recordings (with input masking); e-mail addresses of status page subscribers and, where order import is enabled, order data from the connected shop (order number, time, amounts, tax, shipping costs, currency, payment and shipping method, status, order items) with first name and surname, company and customer number of the person placing the order; e-mail address, address, telephone number, comment of the person placing the order and VAT identification number are not retrieved in this process.

(5) Categories of data subjects: end visitors of the websites monitored by the customer, subscribers to the customer's status pages, where order import is enabled the customers of the connected shop (including persons whose order was recorded in the shop by telephone or by other means without visiting the website), and any natural persons publicly named in the imprint/privacy section of the monitored website.

No. 2 Instructions and responsibility

(1) XICTRON processes personal data only on documented instructions from the customer; this also applies to the transfer of personal data to a third country or an international organisation, unless XICTRON is required to do so by Union or Member State law — in such a case, XICTRON informs the customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest (Article 28 (3) lit. a GDPR). Documented instructions include in particular the configurations that the customer makes in the user account (adding/removing websites, activating or deactivating heatmaps, session recording, form analytics, status pages, alert channels, data export/deletion actions) as well as Part E including this Annex.

(2) If the customer issues individual instructions outside the range of functions of the Platform, it remunerates the resulting additional effort at the hourly rate shown in XICTRON's price list at the time the instruction is issued; XICTRON notifies the expected effort in advance in text form.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
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IBAN: DE33 2707 0369 0055 3743 00
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(3) XICTRON informs the customer if, in its opinion, an instruction infringes the GDPR or other data protection provisions; it may suspend execution until the matter has been clarified.

(4) The customer remains solely responsible for the lawfulness of the processing, in particular for the legal basis (Articles 6, 9 GDPR), the information of its data subjects (Articles 13/14 GDPR), the obtaining and documentation of any consents, cookie and TDDDG (German Telecommunications Digital Services Data Protection Act) compliance management on its own websites and for the assessment of the suitability of the Platform for its processing purposes (data protection impact assessment under Article 35 GDPR).

(5) The customer shall indemnify XICTRON against claims of data subjects and other third parties as well as against the reasonable costs of legal defence insofar as these are based on the customer having breached its obligations under paragraph 4 or having issued unlawful instructions. This does not apply if the customer is not responsible for the breach of duty. XICTRON informs the customer without undue delay of claims asserted and gives the customer the opportunity to comment; XICTRON coordinates acknowledgements and settlements with the customer in advance.

No. 3 Confidentiality

XICTRON guarantees that the persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and ensures that all employees are bound to data secrecy before taking up their activities (Article 28 (3) lit. b, Article 32 (4) GDPR).

No. 4 Technical and organisational measures (TOMs)

(1) XICTRON takes the technical and organisational measures required under Article 32 GDPR to ensure a level of protection appropriate to the risk. The current TOM description is available at www.xictraq.com/de/docs/security#toms and forms part of the contract.

(2) XICTRON is entitled to further develop the measures, provided that the level of protection appropriate to the risk according to the respective state of the art is maintained.

No. 5 Sub-processors

(1) The customer hereby grants XICTRON general written authorisation under Article 28 (2) sentence 2 GDPR to engage further processors (sub-processors). The sub-processors engaged at the time the contract is concluded are listed by name in the privacy policy.

(2) XICTRON informs the customer in text form of any intended engagement or replacement of a sub-processor at least 14 days before the engagement (e.g. by e-mail to the account e-mail address or by publication in the privacy policy with an active in-app notice).

(3) The customer may object to the engagement within this period in text form on specific, fact-based data protection grounds. In the event of a justified objection, the parties are obliged to seek a mutually agreeable solution together. If such a solution cannot be reached, the customer is entitled to terminate the main contract with effect from the end of the current billing period. Until the termination takes effect, XICTRON does not use the sub-processor to which the customer has justifiably objected for the customer's data. If XICTRON nevertheless uses it for the customer's data before then, the customer may terminate the main contract with effect from the time of the engagement; XICTRON then refunds pro rata the remuneration paid in advance for the period after the termination takes effect. Otherwise, a refund of remuneration already paid is excluded.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
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XICTRON does not reimburse costs and expenses incurred by the customer as a result of the termination or the switch to another provider insofar as XICTRON has fulfilled its obligations under this clause 5. XICTRON's liability under clause 10 and under Article 28 (4) sentence 2 GDPR remains unaffected. An objection on economic, strategic or other grounds not related to data protection is irrelevant.

(4) XICTRON binds each sub-processor by a written contract that imposes on it essentially the same data protection obligations as are set out in this agreement, including sufficient guarantees for appropriate TOMs. Insofar as sub-processors have their registered office in a third country, XICTRON concludes EU standard contractual clauses and takes supplementary measures where necessary.

(5) Pure telecommunications services (e.g. internet access, spam and virus filters, routing services serving exclusively for transmission) as well as cleaning, security or postal services are not deemed sub-processing within the meaning of this agreement.

No. 6 Assistance with data subject rights

(1) XICTRON assists the customer, insofar as possible, with appropriate technical and organisational measures in fulfilling its obligation to respond to requests from data subjects (Articles 12 et seq. GDPR). For most cases, the Platform provides the customer directly with self-service functions (data export, deletion tools in the account area).

(2) If a data subject contacts XICTRON directly, XICTRON forwards this request to the customer without undue delay and does not answer it itself, unless this is exceptionally required by law.

(3) The customer remunerates assistance going beyond the self-service functions (in particular manual research, individual data exports, processing outside the Platform) at the hourly rate shown in XICTRON's price list at the time of the request; XICTRON notifies the expected effort in advance in text form.

No. 7 Assistance with security and notification obligations

(1) XICTRON informs the customer without undue delay, but at the latest within 72 hours of becoming aware of it, of any personal data breach within the meaning of Article 33 GDPR that has occurred within its sphere of responsibility and concerns data of the customer. The information contains the details required under Article 33 (3) GDPR insofar as known to XICTRON.

(2) XICTRON assists the customer in fulfilling the obligations under Articles 32 to 36 GDPR, taking into account the nature of the processing and the information available to XICTRON. Responsibility for notification to the supervisory authority and for informing the data subjects lies with the customer as controller.

No. 8 Inspection and audit rights

(1) XICTRON demonstrates compliance with the obligations under this Annex to the customer primarily by means of suitable evidence, for example the current TOM description, reports on internal or external audits and, where available, certifications or approved codes of conduct (Article 28 (5) GDPR).

(2) If the evidence specified in paragraph 1 is not sufficient to fulfil the customer's audit rights, the customer may, no more than once per calendar year, after prior announcement with a reasonable notice period (at least 30 days), at its own expense and while safeguarding XICTRON's business and trade secrets, carry out

XICTRON - Lennart Harmes
Glockruthenallee 16
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inspections during normal business hours. On-site inspections are only permissible on a subsidiary basis if document-based inspections are not sufficient, and only by auditors bound to confidentiality who are not in a competitive relationship with XICTRON.

(3) In the event of an assumption of a data protection breach by XICTRON substantiated by concrete, documented facts, or if the competent supervisory authority requires an inspection from the customer by enforceable order, supplementary inspections are permissible; mere suspicions or references to third-party publications do not give rise to a right of inspection.

(4) The customer remunerates XICTRON's effort for inspections under paragraphs 2 and 3 that goes beyond providing the evidence under paragraph 1 at the hourly rate shown in XICTRON's price list at the time the inspection is announced. If an inspection reveals a not insignificant breach by XICTRON of this Annex or the GDPR, XICTRON bears its own effort for this inspection. The customer bears its own costs of an inspection; claims under Section E14 remain unaffected.

No. 9 Return and deletion

(1) After the end of the provision of the processing services and expiry of the deletion run-off period under Section E12 (4), XICTRON deletes all personal data of the customer within a further 30 days, unless the customer has previously requested in text form their return by way of a data export; after the export, the data are likewise deleted. Copies in data backups are overwritten in the course of the regular rotation.

(2) Data whose retention is required by law (in particular under commercial and tax law) remain unaffected by this and are retained for the respective period and then deleted.

No. 10 Liability

XICTRON's liability for damage resulting from the processing of personal data is governed by Section E14. Article 82 GDPR remains unaffected; in the internal relationship between the parties, claims for damages attributed to a party are borne in proportion to the respective responsibility (Article 82 (5) GDPR).

No. 11 Precedence and final provisions

(1) In the event of conflicts between this Annex and other provisions of these GTC, the provisions of this Annex take precedence insofar as the processing of personal data on behalf is concerned.

(2) Should a provision of this Annex be or become invalid, the validity of the remaining provisions remains unaffected.

Part F XICflow

Section F1 Scope, plans, quotas and trial period

(1) This Part applies to XICflow, XICTRON's platform for creating, editing, hosting and publishing websites with the support of AI (Platform). Part A applies in addition. If XICTRON provides project services for the customer outside the Platform, Part B applies to them.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
USt-IdNr: DE287767293

Telefon: 05123 - 9579000
E-Mail: mail@xictron.com
Website: www.xictron.com

IBAN: DE33 2707 0369 0055 3743 00
BIC: DEUTDE2HXXX
Bank: Deutsche Bank

(2) The functions, limits and monthly quotas of the Platform are determined by the plan selected at the time the contract is concluded and its description in the ordering process. Monthly quotas, for example for AI text actions and AI images, start anew with each calendar month. Unused monthly quotas lapse at the end of the calendar month.

(3) Purchased AI credits are an additional balance for actions beyond the monthly quota. A purchased credit package lapses upon expiry of 31 December of the third calendar year after the purchase. The balance that lapses earliest is used first.

(4) If the ordering process provides for a trial period for the first paid subscription of a customer account, use of the selected plan during the trial period is free of charge. The trial period is granted only once per customer account. If the customer does not terminate before its end, the subscription becomes subject to a charge at the end of the trial period at the price stated in the ordering process.

(5) XICTRON may end the free use of the Platform without a paid subscription (free scope) at any time in text form; Section F5 (4) and (8) apply accordingly to the customer's data.

Section F2 Customer content, restrictions and blocking

(1) The customer may not store or publish any content via the Platform that violates applicable law or the rights of third parties, in particular no criminal content, no content that infringes copyright, trademark, personality or competition law, no malware and no content intended to deceive visitors (for example to harvest access credentials).

(2) If XICTRON becomes aware, for example through a notice under paragraph 5 or its own review, of facts suggesting a breach of paragraph 1, XICTRON may block the content concerned. If this is not sufficient, XICTRON may block the website concerned or the customer's access in whole or in part. XICTRON chooses the mildest suitable measure, limits it to the duration of the breach and takes into account the legitimate interests of the customer and the fundamental rights of the parties involved. XICTRON does not permanently delete blocked content before the procedure under paragraph 4 has been completed or the objection period has expired.

(3) Before blocking the entire website or the customer's access, XICTRON gives the customer the opportunity to comment. This does not apply if malware or content for harvesting access credentials originates from the website, if it contains obviously criminal content or if an official or court order requires immediate blocking; in these cases, XICTRON conducts the hearing without undue delay afterwards.

(4) XICTRON notifies the customer of every measure under paragraph 2 without undue delay with a clear and specific statement of reasons. The customer may object within 14 days of receipt of the statement of reasons by e-mail to mail@xicflow.com; an employee of XICTRON reviews the objection, decides anew and communicates the result. If the measure proves to be unjustified, XICTRON lifts it without undue delay. XICTRON only uses automated procedures for detecting impermissible content after they have been described in this Section.

(5) Any person may report indications of illegal content electronically by e-mail to mail@xicflow.com.

(6) If the customer is solely or predominantly responsible for the breach, its obligation to pay remuneration continues during a blocking; XICTRON must allow expenses saved to be credited.

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Section F3 Further development of the Platform

(1) XICTRON may change the Platform beyond what is necessary to maintain conformity with the contract if one of the following reasons applies: a) adaptation to amended laws, case law or official requirements; b) closing security vulnerabilities or preventing misuse; c) elimination or change of third-party services that XICTRON uses for the Platform, in particular AI models, data centres and interfaces, insofar as XICTRON is not responsible for the elimination or change; d) technical development of the Platform. The overall character of the selected plan is preserved; agreed quotas and functions remain in place or are replaced by at least equivalent ones. In the cases of letters a to c, sentence 2 applies only insofar as an equivalent replacement is possible for XICTRON with reasonable effort. The customer incurs no additional costs as a result of the change. XICTRON informs the customer clearly and comprehensibly about the change.

(2) If a change impairs the customer's access to or usability of the Platform more than insignificantly, XICTRON informs the customer in text form within a reasonable period before the change about the characteristics and the time of the change and about the customer's rights under paragraphs 3 and 4.

(3) If the customer is a consumer, the customer may in this case terminate the contract free of charge within 30 days of receipt of the information or, if the change takes place later, of the change. The right does not exist if the impairment is only insignificant or if access to and usability of the unchanged Platform are preserved for the customer without additional costs.

(4) If the customer is a business, it may terminate the contract within the same period if the change materially impairs access or usability.

(5) For the Platform, this Section takes precedence over Section A4. Section A14 remains unaffected for the change of infrastructure, data centres and service providers insofar as this does not change the functions and usability of the Platform.

Section F4 Term and termination of subscriptions

(1) Notwithstanding Section A8, a subscription runs for the billing period of one month or one year selected in the ordering process. It is extended by the same billing period in each case if it is not terminated by the end of the current billing period. The termination takes effect at the end of the current billing period.

(2) If the customer is a consumer, a subscription with an annual billing period is not extended by a further year after expiry of the first year. It then continues for an indefinite period and may be terminated at any time with a notice period of one month. XICTRON refunds pro rata remuneration paid in advance for the period after this termination takes effect.

(3) After the end of a subscription, the customer account continues to exist within the free scope as long as XICTRON offers it; its limits apply. The switch to another provider, the export and the deletion of the data are governed by Section F5.

(4) If the customer is a business, a termination requires written form or a declaration via the termination function in the customer account to be effective; termination by e-mail is not sufficient.

(5) If the customer is a consumer, the customer may terminate, in addition to the form under Section A9, also via the termination function in the customer account or via the termination button on the website.

XICTRON - Lennart Harmes
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Section F5 Switching of provider, data export and deletion

(1) The customer may request that its exportable data and digital assets be transferred to another provider or to its own systems (switching). It declares the request with a notice period of two months in text form or via the customer account. After expiry of this period, it may inform XICTRON whether it is switching to another provider (with the necessary information about that provider), switching to its own systems or only wishes its data to be deleted. The right to terminate under Section F4 and Section A8 remains unaffected.

(2) XICTRON completes the switching within 30 calendar days after expiry of the period under paragraph 1 (transitional period). During this time, XICTRON reasonably supports the customer and third parties commissioned by it, continues to provide the contractual services with due care, provides information about known risks to uninterrupted provision, ensures a high level of security of the data during the transfer and during the retrieval period and provides the information relevant to the customer's exit strategy. If the transitional period cannot technically be met, XICTRON notifies this, stating reasons, within 14 working days of the request and specifies a transitional period of no more than seven months. The customer may extend the transitional period once by a period that it considers appropriate for its purposes.

(3) The following are exportable, exhaustively: account data (name, plan, status, creation date, billing details), the members of the account with name, e-mail address and role, the websites with pages, page content and page structure, collections including entries, design and domain settings, form submissions, invoices and the files of the media library with their details. Not exportable are access secrets (passwords, secrets of two-factor authentication), internal payment identifiers and data specific to the internal functioning of the Platform (template logic, model and control parameters, internal logs), insofar as their disclosure would endanger trade secrets of XICTRON.

(4) After the transitional period, the customer may retrieve its data for 30 calendar days (retrieval period). Thereafter, XICTRON completely deletes all exportable data and digital assets of the customer; statutory retention obligations remain unaffected.

(5) The contract ends upon completion of the switching or, if the customer only wishes deletion, upon expiry of the period under paragraph 1. XICTRON informs the customer of the termination.

(6) Until 12 January 2027, XICTRON may charge a fee for completing the switching in the amount of the costs directly incurred by it as a result of this switching. From 12 January 2027, switching is free of charge.

(7) If the customer is a business and a subscription with a fixed term ends due to a switching before expiry of the term, the customer owes the agreed remuneration for the remaining term less the expenses that XICTRON saves as a result of the premature termination.

(8) If the customer is a consumer, XICTRON shall, after the end of the contract and upon request, make available to the customer the content that the customer provided or created when using the Platform free of charge, without hindrance, within a reasonable period and in a common and machine-readable format.

(9) XICTRON provides information on the jurisdiction to which the ICT infrastructure used for the Platform is subject and on the measures against unlawful governmental access from third countries to non-personal data on the XICflow website.

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Part G XICBOT

Section G1 Scope, group of customers and scope of services

(1) This Part applies to XICBOT, XICTRON's AI chat assistant, which XICTRON sets up and operates for the customer or which the customer sets up itself via a customer account (Assistant). Part A applies in addition. For the setting up as a project service, Part B applies in addition.

(2) XICBOT is available only to businesses (Section A2).

(3) The functions, limits and monthly quota are determined by the agreed package and the order confirmation. Each answer, together with the tool calls executed for it, is booked against the quota of the current calendar month. Once four fifths of the quota have been used, the Assistant answers more briefly until the end of the month, with a smaller model tier and with fewer tool calls per answer. Once the quota has been used up, the Assistant outputs the emergency answer stored by the customer until the change of month. Unused quota lapses at the end of the calendar month.

(4) XICTRON only owes a particular availability or response time if this is agreed in the order confirmation.

Section G2 Answers of the Assistant

(1) The Assistant generates answers automatically with the help of a language model on the basis of the content that the customer provides or approves (knowledge base) and the visitors' inputs. The answers are not reviewed by a human before they are output, neither at XICTRON nor at the customer. Automatic review steps provided for in the order confirmation or in the service description referred to therein remain unaffected.

(2) In individual cases, answers may be incomplete, incorrect or misleading, even if the Assistant has been properly set up and is properly operated. What is owed is the provision of the Assistant with the functions specified in the order confirmation and the service description referred to therein, not the substantive correctness of each individual answer.

(3) The customer decides on the content of the knowledge base, the areas of use of the Assistant and the notices to visitors. Unless the order confirmation provides otherwise, the customer shall not use the Assistant for declarations that are intended to be legally binding on it, in particular not for concluding contracts, binding price or delivery commitments or legal, tax or health information, and shall refer visitors to a human contact person for these matters.

(4) The customer shall not remove or conceal the notice that visitors are interacting with an AI system (Article 50 (1) of Regulation (EU) 2024/1689).

(5) If the customer is a consumer, paragraph 2 applies only if XICTRON specifically informed the customer of this characteristic before the customer submitted its contractual declaration and it was expressly and separately agreed.

(6) XICTRON's liability for damage is governed by Section A10.

XICTRON - Lennart Harmes
Glockruthenallee 16
D-31185 Söhlde
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Section G3 Property rights in content and answers of the Assistant

(1) Notwithstanding Section B13, the indemnification by XICTRON does not apply insofar as the claims are based on content, data or materials that the customer has provided or included in the knowledge base, on inputs from visitors, on answers of the Assistant that reproduce such content or inputs, or on changes, combinations with third-party services or use contrary to the contract that do not originate from XICTRON.

(2) The customer's statutory rights on account of defects of title remain unaffected. Claims for damages and the indemnification by XICTRON are governed by Section A10.

(3) For third-party claims on account of content, data or materials provided by the customer or included in the knowledge base, the indemnification under Section A12 applies.

Section G4 Remuneration and term of operation

(1) The ongoing remuneration for the provision of the Assistant is due monthly in advance on the first day of the billing month. If the customer chooses annual billing, it is due annually in advance. For part months, it is charged pro rata.

(2) Unless the order confirmation specifies a fixed term, the operation of the Assistant runs for an indefinite period. Either party may terminate it with a notice period of one month to the end of a calendar month.

(3) Termination of the operation does not affect the remuneration for a setting up already performed.

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Annex 1 Withdrawal Instructions and Model Withdrawal Form

Consumers (Section 13 of the German Civil Code (BGB)) have a right of withdrawal for contracts that they conclude with XICTRON off-premises or exclusively by means of distance communication (distance contract). This applies to all services of XICTRON, irrespective of the brand under which or the website through which the contract is concluded. This Annex does not apply to businesses (Section 14 BGB).

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period will expire after fourteen days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (XICTRON, owner Lennart Harmes, Glockruthenallee 16, 31185 Söhlde, telephone: +49 5123 957 90 00, e-mail: mail@xictron.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an e-mail). You may use the attached model withdrawal form, but it is not obligatory.

You may also exercise your right of withdrawal online via the 'Withdraw from contract' button in the customer account or on the website through which you concluded the contract. If you use this online function, we will send you an acknowledgement of receipt on a durable medium (e.g. by e-mail) without undue delay, containing information on the content of the withdrawal statement and the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

XICTRON - Lennart Harmes
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End of the instructions on withdrawal

Early expiry of the right of withdrawal

In the case of a contract for services that obliges you to pay a price, your right of withdrawal expires upon complete performance of the service if, before performance began, you expressly consented to our beginning performance before the end of the withdrawal period, you transmitted this consent on a durable medium in the case of an off-premises contract, and you acknowledged that your right of withdrawal is lost upon complete performance of the contract by us.

XICTRON - Lennart Harmes
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Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

– To XICTRON, owner Lennart Harmes, Glockruthenallee 16, 31185 Söhlde, e-mail: mail@xictron.com:

– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

_____

– Ordered on (*)/received on (*)

_____

– Name of consumer(s)

_____

– Address of consumer(s)

_____

– Signature of consumer(s) (only if this form is notified on paper)

_____

– Date

_____

(*) Delete as appropriate.

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