AEB SE

General Terms and Conditions

AEB

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A General terms

1 Scope of these General Terms and Conditions

1.1   The following General Terms and Conditions provide the legal framework for the cooperation between merchants, companies, legal entities governed by public law, or special funds governed by public law ("Customer") and all the companies of the AEB Group ("AEB") and apply to all services between the Customer and AEB.

1.2   These General Terms and Conditions apply exclusively to all contractual relations between the parties except where otherwise agreed at least in text form. The content of the order confirmation as it refers to the payment terms and price conditions of the AEB quotation valid at the start of the corresponding contract term shall take precedence. No verbal collateral agreements are in place.

1.3   Opposing or supplemental terms, in particular the Customer's business terms and conditions, are not part of this contractual relationship, nor will they become part of the contractual relationship if AEB does not explicitly oppose their inclusion. The provision of contractually defined services by AEB does not imply the acceptance of such terms.

1.4   These general terms are supplemented or specified in greater detail by special terms in the subsequent sections. The special terms reflect the unique provisions of the various operating models or service types.

2 AEB services

2.1. Scope of services

2.1.1   AEB grants the Customer temporary use of software and services, either through the AEB data center ("AEB Cloud") or for installation and use in an IT environment not controlled by AEB ("On-Premise"). The two operating models can apply in combination, depending on the overall solution purchased by the Customer. For software used through the On-Premise model, the Customer and AEB together define the country or countries in which each installation is located except where prohibited under applicable law, especially export control laws.

2.1.2   The subject of the agreement is the standard version of the licensed software (for example: software that enables business services such as list screening or electronic communications with the customs authorities) excluding custom software, adaptations, or configurations.

2.1.3   The scope of AEB's contractual services (software, services, and other obligations) derives from the respective order confirmation, from the service descriptions or system descriptions relevant to this scope, and from these terms and conditions.

2.1.4   The applicable descriptions of software and services are either referred to in the quotation and its annexes or attached thereto. Otherwise, the Customer can obtain a copy of these annexes by email upon request.

2.1.5   All information of a legal nature (relating to customs law) in the online help or manuals of AEB's software products represents legally non-binding tips for users. This does not affect the product attributes described in the corresponding online help.

2.1.6   AEB's services provide the Customer with software-based support for its activities in the various distinct areas of activity used ("Solution Area"). AEB does not evaluate the results produced by the Customer using the software. AEB does not handle customs clearance or provide any legal or tax consulting services. This applies in particular but not exclusively to Customs Management and Trade Compliance Management products.

2.2   Right of use

2.2.1   AEB grants the Customer a single, non-exclusive, non-transferable right to avail itself of the purchased services and use the software under the terms set forth herein for the duration of this agreement. All other rights to the software and the associated documentation – in particular the right to modification, reproduction, or distribution – remain with AEB throughout the contract term and thereafter.

2.2.2   AEB grants its customers the right to use AEB's software and services on a continuing obligation basis. The Customer is prohibited from transferring its right of use to third parties or sharing the use with another legal entity.

2.2.3   This prohibition on transfers also applies specifically to cases in which AEB has a different legal entity as its contracting party due to a change in the Customer's legal identity (through legal transformation processes), not merely a change of company or legal structure.

2.2.4   If the Customer violates these terms of use, AEB is entitled to immediately terminate and suspend any services.

2.2.5   The consequences of violating the aforementioned rules – consequences for data protection or technical consequences due to the failure to allocate data sets – are borne solely by the Customer.

2.3   Maintenance

2.3.1   As part of maintenance, AEB provides subsequent versions of a comparable functionality and price point, provided that these do not require a change in the underlying technology. When a new software product is introduced, AEB will offer the Customer a separate quotation to switch to the newer solution.

2.3.2   If any of the licensed software or services require official certification for their intended use, AEB shall provide a current certified version. Reference is also made to 13.4.

2.3.3   Any necessary details of the scope of maintenance of the software created by AEB can be defined in the respective system description.

2.3.4   However, the maintenance obligation of AEB defined here does not apply to customer-specific elements such as adaptations, configurations, data models, GUI, apps, or other software. For such elements, maintenance services can be agreed individually. This does not affect any other claims by the Customer regarding the removal of defects.

2.3.5   AEB is entitled to analyze Customer data, including any error messages that are generated, in order to improve and further develop the services, products, and the underlying algorithms. This is always done in compliance with applicable legal requirements such as the law against unfair competition or the law protecting business secrets. Any personal data that is affected is handled in compliance with applicable data protection requirements. Data is not shared with third parties.

2.4   Support services

The standard support services included in AEB's scope of services are

defined in a separate document. The current description of support services can be found online at www.aeb.com/general-support-services.

2.5   System requirements

2.5.1   AEB's system requirements describe the minimum hardware and software requirements that the Customer must meet. The applicable system requirements are either referenced in the quotation or appended thereto. The Customer receives the system requirements and updates thereto by email upon request.

2.5.2   The Customer is responsible for checking whether the use of the software and services entails additional costs to the Customer, such as the costs of complying with the system requirements.

2.5.3   The system requirements do not constitute warranted characteristics of AEB's services, even if they are specified to the Customer. They evolve as technology evolves. AEB expressly reserves the right to change the system requirements as it maintains and develops the software. AEB shall provide the Customer with appropriate notification of especially important changes to the system requirements during development, such as when a new software version is released. Customers can find the current version of the applicable system requirements on the AEB Help Center at www.aeb.com/systemrequirements.

2.5.4   The rollout of a new software version can involve a change in the system requirements. AEB shall notify the Customer of any such rollout within a reasonable period of at least 60 days in advance. The Customer then has a temporary special right of termination. The Customer may exercise this right until 30 days before the announced rollout and cancel the contract as of the date the upcoming changes to the system requirements take effect.

3   Optional services

AEB offers the Customer additional services from the AEB service portfolio subject to additional terms and conditions set forth in the corresponding order.
Examples:
• AEB Customs Management services.
• Support of the Customer in the form of consulting, technical software configuration, software customizing, training, and help in implementing the software.
• Individualized support services with an expanded time frame or scope (such as extended hours of support).
• Maintenance and further development of custom adaptations or programming.
• Provision of dedicated resources such as databases and virtual servers.

4   Obligations of Customer

4.1   The Customer is responsible for checking whether the use of the AEB software gives rise to any third-party claims against the Customer (in particular due to a possible indirect use of SAP SE software). The Customer is solely responsible for bearing any associated costs or overhead. The Customer exempts AEB from any such third-party claims (potential costs for retroactive licenses, etc.).

4.2   The Customer is responsible for providing accurate and up-to-date master data and transaction data or any other usage-related or customer-related data (such as a BIN in Germany) that may be required to use the software and services. The Customer shall also file any necessary requests with the relevant authorities.

4.3   The Customer is responsible for promptly reporting important changes to customs numbers, authorizations, and the like if such changes are relevant to the communication with the customs authorities carried out through AEB. Any additional expenses incurred by AEB as a result of delayed notification will be charged to the Customer on a time and materials basis.

4.4   The Customer shall name a contact person to AEB at least in text form. This applies to changes as well. The contact person must possess the necessary technical and organizational skills. Verbal notification is not sufficient.

4.5   The Customer shall satisfy the requirements for its use (an adequate internet connection, software and hardware that meets the system requirements, etc.) at its own expense. The Customer shall take into account changes to the system requirements, such as for new software versions.

4.6   The Customer shall enable the use of the software only within the system requirements and take appropriate measures to limit the risk of any malfunctions. The following circumstances in particular can lead to or exacerbate the consequences of software malfunctions:
•   The Customer's host systems deliver faulty data or no data.
•   Support cases are not promptly reported to AEB.
•   The Customer enters incorrect data or uses the system improperly.

4.7   The Customer alone, not AEB, is responsible for ensuring due diligence and conducting its business transactions in compliance with the law, especially in the areas of Customs Management and Trade Compliance Management.

4.8   The Customer shall take all necessary and reasonable precautions to block unauthorized persons from accessing the software or using the software-associated services without authorization; this applies specifically to the Customer's workflows and communications equipment. In this way, the Customer prevents any disruptions to the proper and intended function of the software and software-associated services that may originate in the Customer's sphere of responsibility.

4.9   The Customer indemnifies AEB from any third-party claims resulting from violations of these terms.

4.10   The Customer is responsible for ensuring that its users have the necessary skills and expertise to use the software functionalities. Any training sessions that may be needed are available from AEB for a separate fee.

4.11   The Customer is solely responsible for final qualified evaluation of the results it produces.

4.12   The Customer alone is responsible for the codification of its goods by customs tariff and their classification using export control lists, for example. Texts or excerpts from product lists, for example, that appear in the AEB software are intended solely to help the Customer check its entries.

5   Terms and conditions for open-source software and proprietary third-party software

5.1   The software that AEB provides for download or otherwise makes available for use may contain open-source software components ("OSS Components") and/or proprietary software components from third-party providers ("Third-Party Components").

5.2   Although the licensing terms for the use of OSS Components or Third-Party Components may be subject to their own laws, warranties, and liability terms, AEB warrants and is liable for all contractually defined services under these General Terms and Conditions, especially those of subsections 7 and 9 of this section.

5.3   The Customer may use OSS Components and Third-Party Components under the licensing terms relevant to the component in question (hereinafter referred to together simply as "Licensing Terms"). OSS Components and Third-Party Components may only be used within the scope outlined in these General Terms and Conditions, in conjunction with AEB software, and in compliance with the relevant Licensing Terms.

5.4   The Customer can view the list of OSS Components and Third-Party Components, together with the relevant Licensing Terms and any additional information, at any time at www.aeb.com/licenses. The relevant Licensing Terms named there for each software program apply.

5.5   Licensing Terms, including additional information for the use of OSS Components or Third-Party Components, are subject to change by their respective licensors. AEB shall duly notify the Customer about new, modified, or additional Licensing Terms at www.aeb.com/licenses, with reference to the affected software. AEB will notify the Customer separately of especially important changes to Licensing Terms.

6   Terms for "Data Service" functionality

The software licensed by the Customer may, as its primary or secondary function, enable the screening of the Customer's data content against third-party data content ("Data Service"). Where this is the case, this part of the AEB services is subject to the following more specific terms:

6.1   The essential prerequisite for any use of third-party data in AEB's software by the Customer is always the Customer's own knowledge and expertise. The Customer itself is responsible for evaluating the results generated using the AEB software with such data.

6.2   The data content provided by AEB to the Customer for use in the software is obtained through the technical conversion of either publicly accessible, previously consolidated content (such as lists created and maintained by UN, EU, US or other authorities) or of content consolidated and offered by third parties.

6.3   AEB has no influence on the sources or on the creation and availability of consolidated data content. The complete recognition of all regional linguistic variants during data synchronization is not the current state of the art. Specifically, international spelling variants are always possible. AEB offers no guarantee for the editorial quality or the currentness, completeness, or accuracy of the data content it converts and makes available.

6.4   The service to be provided by AEB is limited to technically converting the ordered data content and making it accessible in the AEB software. It does not include editing or reviewing the data content.

6.5   At no time does AEB take ownership of the third-party data except where AEB offers an editorial service (content consolidation), either purchased or performed in house, that is explicitly designated as such. For this reason, AEB rules out any liability for poor editorial quality or other defects in the data content unless AEB is at fault in causing such defects.

6.6   For the duration of the period of use, the Customer must have a current and valid user license for the data content it selects and AEB provides. The data content used by the Customer is generally licensed and made available through AEB. In the event that data content used by the Customer is licensed directly between the content provider (such as a publisher) and the Customer, the Customer must provide AEB with proof of its right to use the content during the term of the contract with AEB before the content is made available. Contractual claims arising from the licensing relationship between the content provider and Customer can only be asserted vis-à-vis the content provider.

6.7   AEB advises the Customer that the Customer is always responsible for performing due diligence and complying with the law in its business transactions, especially when using the AEB software to support export control processes. This may require further independent research – when a sanctions list screening yields a positive match, for example – and even immediate consultation with the appropriate authorities.

6.8   AEB may offer the option, at no additional cost, to automatically incorporate third-party content such as non-customer-specific master data (package types from a packaging service provider, routing tables, foreign currency rates, addresses of customs offices, etc.) on behalf of the Customer. The Customer may also incorporate such data itself, however, depending on the functionality of its solution and the scope of its project.

7   Liability

7.1   Notwithstanding the limitations of liability set forth in subsections 5–12 of this section below, the parties are always liable without limit in cases of willful misconduct and gross negligence and where personal injury is involved. AEB also is liable without limit under the product liability law of Germany and in the absence of a quality explicitly guaranteed by AEB (promises of availability are not guaranteed qualities).

7.2   Any no-fault liability set forth in applicable law (such as section 536a (1), alternative 1 of the German Civil Code (BGB)) is hereby excluded.

7.3   Liability of the parties for the breach of immaterial obligations as a result of slight negligence, especially concerning the provision of required information, is excluded.

7.4   The parties are not liable to each other for services rendered without compensation and outside of the contractually defined service obligations.

7.5   In the event data is lost due to negligence on the part of AEB, AEB's liability is limited to losses that would have been incurred if the Customer had backed up the data in a manner appropriate to its importance. The Customer itself bears the losses to the extent it failed to regularly back up its data and thereby increased the losses unless AEB was responsible for impeding or preventing data backup. AEB recommends that the Customer run careful, comprehensive data backups in the Customer's area of responsibility.

7.6   In cases of negligence, the parties are liable for the losses foreseeable at the start of the contract term and typical for this type of contract but limited to an annual maximum (liability cap) calculated as the total annual fees owed by the Customer in the twelve months preceding the event that triggered the claim for damages. If it is not possible to obtain a total for the past twelve months, the available data is used to determine the monthly average, which is then multiplied by twelve.

7.7   The parties are not liable for indirect losses, concomitant losses, consequential losses, or consequential losses from defects.

7.8   The parties are not liable for any lost revenue, lost profits, lost entitlements or discounts, unnecessary expenses, or unrealized savings.

7.9   AEB is not liable for third-party damage claims against the Customer.

7.10   The Customer cannot assert any claims against AEB based on any agreement between the Customer and a third party that deviates from the statutory rules, a contract penalty promised by the Customer to third parties, or an agreement by the Customer with third parties to consolidate damage claims into a lump sum.

7.11   AEB is not liable for any losses caused by defects, especially malfunctions or the provision of incorrect data, in third-party software used by the Customer or a third party and not licensed by AEB. This includes host systems, auxiliary systems, and operating systems. This applies accordingly to files needed for product functionality that are transmitted or updated by the Customer or a third party. It also applies to unmonitored changes to any third-party software such as the automatic installation of untested updates.

7.12   AEB is not liable for losses ultimately attributable to defects in the equipment of third parties or the Customer (hardware, data lines, electrical boxes, etc.).

7.13   AEB is not liable for losses arising from improper operation of the software by the Customer.

7.14   Each party's defense of contributory negligence by the counterparty remains unrestricted.

7.15   Limitation periods are always subject to the applicable laws. The limitation period for the Customer's damage claims is one year except for claims arising from injury to life, limb, or health and/or arising from gross negligence or willful misconduct by AEB.

8   Force majeure

Neither party is obligated to perform the contractual obligations in the event of and for the duration of force majeure. The following circumstances in particular are to be regarded as force majeure within this meaning:
- Fire/explosion/flood for which the party is not responsible
- War, mutiny, blockade, embargo

- Labor disputes lasting more than six weeks and not brought about by the contracting party through any fault of its own
- Technical problems in communication and power supply grids out of the control of the respective party

Each party must promptly notify the other party in text form if a case of force majeure occurs.
The parties are not liable for the effects of force majeure, especially strikes.

9   Third-party intellectual property rights

9.1   AEB warrants that no third-party rights limit or exclude the Customer's legitimate use of the contractual software and services provided by AEB under this agreement.

9.2   Should third parties nonetheless assert claims against the Customer based on the infringement of intellectual property rights such as commercial trademark rights, copyrights, or other related rights deriving from the use of the AEB software and services, and should this impair the ability of the Customer to use the software and services, the following terms apply:
- The Customer shall promptly report such third-party claims to AEB, notify AEB of all information in the Customer's possession needed to clarify the situation, and provide AEB with any other support that is appropriate and reasonable for the Customer.
- The Customer shall not acknowledge the alleged infringement of rights. AEB shall handle the extrajudicial and judicial clarification of such claims at its own expense. AEB reserves the right to opt for a settlement. Clarification may require AEB to issue instructions to the Customer to immediately clarify such claims. In the absence of such instructions, the Customer must clarify the claims at its own discretion and to the best of its abilities.

- AEB shall indemnify the Customer from all substantiated claims and requests for damages relating to any infringement of intellectual property rights. The same applies to any other necessary costs incurred by the Customer because, for legal reasons, the Customer is allowed or required to take the appropriate defensive measures and enter into (settlement) negotiations.

If the Customer is wholly or partially unable to use the contractually agreed services due to intellectual property right claims, AEB has the option to
- either replace affected software components with other software components;
- or modify its services such that an equivalent scope of services is offered without the infringement of any rights;
- or procure a license from the third party at its own expense.

9.3   Should AEB be unable to either grant the necessary user rights or modify the contractually defined services within the scope outlined above (through an equivalent exchange, for example), both parties are entitled to termination for cause. This does not affect any other claims of the Customer against AEB, such as damage claims, up to the time a regular (partial) termination takes effect.

9.4   Claims against AEB are excluded insofar as the Customer itself is culpable for the infringement of intellectual property rights.

10   Confidentiality

10.1   The parties commit to preserve the secrecy of all confidential information that is disclosed or made known by chance in the course of their collaboration and not to disclose or make available such information to third parties. The sole exception from the obligation of confidentiality is if the receiving party is obligated to disclose information to government entities such as criminal or fiscal authorities. In such cases, however, the party so obligated must notify the other party of this circumstance without delay.

10.2   Information that is made available by the disclosing party to the receiving party verbally, in writing, or in other forms is considered confidential if either
- it is marked, described, or otherwise made recognizable as confidential material by the disclosing party; or
- its content can be presumed confidential according to standard business practices (business strategies, licenses, quotations, prices, costs, documentation, and data or know-how relating to sales or product developments); or
- it is derived from disclosed confidential information.

10.3   Information is not considered confidential if it was known to the parties before the agreement was signed, if it is publicly available, or if it was legitimately made available to the parties by a third party. Such circumstances must be proven by the party that claims them.

10.4   The receiving party must protect all confidential information, documents, and materials that it receives from the disclosing party against theft and unauthorized access.
The parties also commit to protect the data stored in their data processing systems through the possible technical measures recognized and proven as state of the art in order to prevent access by unauthorized third parties.

10.5   Third parties within the meaning of this confidentiality provision do not include the parties, their employees, or the their affiliates as defined by sections 15 ff. of the German Stock Corporation Act (AktG). Independent contractors and subcontractors of the companies are considered employees. Each party shall ensure that its affiliates and the employees of its affiliates

are separately required in writing by way of (employment) contracts or work and organizational instructions to comply with the relevant confidentiality rules. Disclosures may only be made to the extent necessary for the fulfillment of the contractually defined purpose. The parties accept any culpability of affiliated companies, independent contractors, and hired subcontractors as their own culpability.

10.6   The parties also commit to reproduce data or information they receive only to the extent absolutely necessary, primarily for data backup purposes. The provisions of this "Confidentiality" section apply accordingly to such reproductions as well.

10.7   Disclosure of confidential information is not a transfer of rights. The parties reserve all rights, especially copyrights and rights of use, and the right to register industrial property rights of any type.

10.8   Any data storage media that are provided and all copies thereof remain the property of the disclosing party. Data and data storage media must be surrendered, deleted in accordance with the latest technology, or blocked in accordance with data protection requirements by the receiving party by the end of the term of this agreement if so requested. This does not apply to information that is stored in automated backup systems and regularly overwritten. The parties may comply with their legal obligations to preserve records.
Insofar as not already prohibited by copyright or other laws, the Customer is not permitted to obtain trade secrets by observing, examining, reverse-engineering, or testing the products or objects provided.

11. Data protection

11.1   The parties agree to comply with the applicable rules of data protection law.

11.2   The Customer understands that use of the AEB software and services involves storing business and personal data on AEB computer systems. Proper processing, checking, and billing also requires that additional information be analyzed, stored, and backed up on data storage media.

11.3   This in turn requires an Agreement on Processing. The Agreement on Processing is based on the template provided by AEB. It applies to all AEB services relating to data protection and is a complete and accurate reflection of the actual situation in the AEB data center, including the participating subcontractors and the technical and organizational measures taken by AEB. For this reason, no other template is to be used.
The AEB template can be accessed on the AEB website at any time. The current link is www.aeb.com/agreements. The agreement may be signed electronically.

11.4   If the processing of personal data transmitted by the Customer requires approval, AEB is not liable in the event of the Customer's non-compliance, and the Customer must release AEB from related third-party claims. The Customer assures AEB that it will comply with its obligations to the persons involved.

12   System measurement

12.1   System measurements are one method, but not the only method, of determining the parameters on which billing is based.

12.2   AEB needs to be able to notify both its customers and its suppliers of the volume of services used. For this reason, the Customer is obligated to offer any necessary cooperation to enable system measurements. If the Customer fails to comply with such a request without undue delay, AEB is entitled to
- demand partial payments based on estimates of typical levels of usage equal to the previously invoiced amounts plus a surcharge of 50%, whereby the Customer is free to prove that the actual fees owed to AEB are lower; or
- immediately set up a technical block against further use of the part of the service in question; or
- immediately terminate the license of the part of the service in question.

12.3   AEB conducts system measurements in the AEB Cloud at least monthly. AEB currently conducts system measurements of On-Premise installations annually but reserves the right to conduct them monthly.

12.4   AEB invoices the Customer for any usage exceeding the quantity of the quoted and ordered services.

13   Fees

13.1   General provisions

13.1.1   All fees and any relevant countable, billing-related units and the details for their billing derive from the corresponding accepted quotation confirmed by AEB.

13.1.2   Every quotation can contain one-time and/or usage-based and regularly recurring fees.

13.2   Payments

13.2.1   All the prices named in the quotation are net prices subject to value-added tax at the applicable rate. The Customer is responsible for any taxes or fees incurred outside of Germany, especially any withholding tax or similar taxes that may be due.

13.2.2   Billing intervals
Fees are billed as quoted, then invoiced by AEB whether or not they are actually used by the Customer.
AEB invoices billable services monthly unless otherwise agreed. Further details on invoicing are described in the quotation.

13.3   Fee for exceeding the ordered scope of services

13.3.1   If the quotation does not name an individual price for each countable unit exceeding the ordered scope of services, then a pro-rated price based on the agreed price is calculated.

13.3.2   The Customer has the option to move to a smaller price plan than what it originally ordered (service downgrade) through a regular partial termination. If a continuation with a reduced transaction volume is desired after the partial termination takes effect, AEB shall issue a new quotation for the desired scope of services.

13.4   Fee when a new version is released

13.4.1   If compulsory laws or regulations require changes to the product functionality so that a new version (release) of the standard software must be developed and certified by AEB and used by the Customer, then AEB is entitled to charge

the Customer a lump sum to help cover the costs incurred. Any such lump sum that is charged must not exceed €200 per installed client to be adapted and per release.

13.4.2 If the required new release also affects customer-specific adaptations
- that must also be updated to preserve the permissibility of use or the desired functionality, and
- that AEB is assigned with implementing,
  then AEB shall provide the Customer with a quotation for these necessary updates upon request.

13.5 Unilateral fee adjustments by AEB

13.5.1 AEB reserves the right to adjust its fees and any price scales based on these fees. Such adjustments cannot be retroactive.

13.5.2 AEB may adjust its fees only once per calendar year. An adjustment may take effect at the start of any calendar month, even during a year of usage. The amount of adjustments is limited to 3% of the previous amount per full year of use. Unused options to adjust fees do not expire.

13.5.3 Unilateral adjustments by AEB take effective as announced but no earlier than eight weeks after they are communicated to the Customer in written or text form. No further explanation or the consent of the Customer are required.
Each such adjustment triggers a special right of termination for the Customer that the Customer may exercise within eight weeks after receiving notification of a fee adjustment to terminate the contract at the time the fee adjustment takes effect.

14 Amendments and adjustments to the terms and conditions

14.1 Changes to AEB's paid services

14.1.1 Right to make changes
AEB reserves the right to amend these terms and conditions as they relate to the paid services AEB provides under its continuing obligations. Changes take effect on the date specified in each instance. AEB will provide the Customer with detailed notification of the changes in written or text form in a timely manner – that is, at least 8 weeks before the changes take effect – and refer again to the binding effect of the changes on the announced date in the notification of the changes.
This right to make changes does not extend to changes that inappropriately disadvantage the Customer – for example, by significantly disrupting the contractually defined balance between the parties.
Changes that are reasonable either in the interests of the Customer or with regard to the performance of the contractually defined exchange of services may take place if there are compelling reasons or other equivalent reasons that require such changes.
Examples of compelling reasons include:
- Changes to underlying law or legislation (for example: tax or customs law, changes to the applicability or impact of comprehensive trade agreements that affect the service relationship)
- Technical changes or refinements (for example: relating to the industry standard for operating systems, database systems, storage systems, or communications networks)
- Significant changes to the economic circumstances (for example: procurement prices for hardware and software, increases in the cost of essential elements of the overall services provided by third parties, the taxation thereof, or the wage trends in the relevant sector)

- New organizational requirements of mass transport
- Loopholes in the General Terms and Conditions
- Regulations to adjust the functionalities defined in the guaranteed services

14.1.2 Customer's special right of termination
If these terms and conditions are amended with regard to paid services provided by AEB, the Customer has a temporary special right of termination. The Customer may exercise this right until the announced changes take effect and cancel the contract as of the date the changes take effect.

14.2 Termination of free services of AEB

AEB has the right to terminate any free services it provides with 8 weeks' notice. Termination takes effect on the date indicated. AEB will provide the Customer with detailed notification of the termination in written or text form in a timely manner – that is, at least 8 weeks before the termination takes effect – and refer again to this stipulation when announcing the termination.

14.3 Other amendments or additions to the General Terms and Conditions

14.3.1 Quotation of AEB
Changes to the General Terms and Conditions or newly introduced terms are presented to the Customer in the form stipulated by law at least 8 weeks before their proposed effective date.

14.3.2 Consent to changes
The Customer is considered to have accepted AEB's quotation unless the Customer registers its rejection before the proposed effective date of the

changes. In the quotation, AEB shall specifically notify the Customer of this tacit acceptance and the legal consequences of silence. After the effective date, AEB bases the ongoing business relationship on the modified General Terms and Conditions or newly introduced terms.

15 Contract term and termination

15.1 Start of contract term and minimum term

The contract begins on the third business day after the order confirmation has been sent to the Customer in written or text form. The contract can also begin by the mutually agreed provision of services to the Customer. Unless otherwise agreed, the contract is entered into for a period of 12 months (minimum term). The contract is then extended for an indefinite period. If the Customer substantially changes the scope of services – for example, by ordering additional software or services from AEB from a Solution Area not yet used by the Customer – this part is also subject to a minimum term.

15.2 Ordinary termination

Termination must be in either text or written form. Terminations by email should be directed to: cancellation@aeb.com. The period of notice is calculated based on the date on which the termination notice is received. Taking into consideration the minimum term, either party may terminate the contract at the end of any month with 90 days' notice unless otherwise agreed when the order was placed. Ordinary partial terminations are possible under these same rules.

15.3 Special rights of termination

The provisions on ordinary termination notwithstanding, termination may be effected at any time under the following rules:

15.3.1 Breach of a primary contractual obligation
If one of the parties is unable to perform one of its primary contractual obligations even after an appropriate grace period has been granted, the other party may terminate the contract at the end of the next full month. This does not affect other rights of the parties, such as rights of retention.
In the event of an unreasonable breach of contract by the Customer, AEB is entitled to terminate the contract in whole or in part without notice, even without prior warning. If the AEB Cloud is used, AEB is entitled to block the Customer's system access.
Provided there is no danger to the functioning of the AEB Cloud, any block must be announced at least 48 hours in advance. If there is a concrete danger to AEB's data center, AEB may immediately block system access without notice and shall inform the Customer thereof without delay.

15.3.2 Cancellation for cause
Common examples of cause include
• if the Customer is already late in paying the costs of the audit and analysis and customization, or
• if the Customer is repeatedly late in paying the annual software license fee, or
• if AEB ends maintenance of a software version used by the Customer and offers the Customer a subsequent version comparable in functionality and price, but the Customer refuses to use the subsequent version offered. Should AEB be entitled to terminate the contract after the maintenance of the software version used by the Customer has been discontinued, AEB shall not exercise this right if the software is used by the Customer in an On-Premise model and the parties have agreed on the Customer's

continued use of the software without AEB's maintenance and support obligations.

15.3.3 Prohibition of use and impossibility
This contract as it relates to the scope of services in question terminates at the end of any month in which it is determined that the use of the AEB software is prohibited by law or similarly binding provisions or is otherwise impossible, or if AEB is prevented from rendering its contractual obligations due to a legally binding title. AEB shall announce any changes as early as possible.
AEB has a special right of (partial) termination under the law for individual services such as separate Solution Areas or parts of such Solution Areas or services that can be reasonably separated when continued use of necessary third-party software becomes impossible for technical or legal reasons. AEB shall notify the Customer of any changes as early as possible.

16 Reproduction

16.1 The services and the software made available for use, the names of the software and system components, and all related system descriptions and documentation are subject to copyright and other intellectual property rights and may constitute or contain business secrets.

16.2 The Customer is permitted in the context of its use to make copies of the documentation of software and services for its own data backup. Additional reproductions or any sharing with unauthorized persons are not permitted. The contents must be treated with confidentiality, and all documentation remains the property of AEB. The Customer shall return the documentation upon completion of the contract and destroy or delete any copies.

16.3   Downloading or copying AEB software or parts thereof outside the contractually intended use is not permitted. The same applies to the copying of software or data of any type or portions thereof. The Customer is liable for any losses sustained by AEB as a result of violations.

16.4   The Customer is allowed to copy its own data and the results derived from its use of the contractually defined services onto its own computer systems if the user rights and the application offer this option to the user.

17   Miscellaneous

This agreement is entered into between the contract parties alone. The parties explicitly state that, in the absence of an explicit written provision to the contrary, they do not intend to give or promise any rights, claims, or other benefits to any third parties.

18   Severability

Should any provision of this agreement be found to be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

19   Applicable law, jurisdiction

This agreement is subject to German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Stuttgart (Germany) if the contract is entered into

between AEB and merchants, special funds under public law, or legal entities under public law.

B   Special terms for using the AEB Cloud

1   AEB Cloud service description

AEB services in the AEB Cloud are described in the separate AEB Cloud service description. The applicable version of the service description is available at www.aeb.com/aeb-cloud-en. AEB software and services can include communication with customs authorities and the archiving of customs-related messages. Details (retention periods, archiving, etc.) can be found in the corresponding service descriptions.

2   Use of the AEB Cloud

2.1   Customer obligations when using the AEB Cloud

2.1.1   The Customer shall prevent any impairments to the function of AEB's software and services that stem from the Customer's sphere of responsibility. The Customer shall take all necessary and reasonable precautions – especially as it relates to workflows, instructions, and communications equipment – to ensure that unauthorized employees or third parties are prevented from accessing the software or using services without authorization.
The Customer shall keep secret and protect the usage and access authorizations that were agreed or assigned to the Customer or users as well as any agreed identification and authentication safeguards. The Customer shall inform AEB immediately if there is any suspicion that the access data and/or passwords may have become known to unauthorized persons.

2.1.2   The Customer expressly warrants and represents that neither the Customer nor its employees or subcontractors will use the contractual software and services for purposes that are racist, discriminatory, pornographic, harmful to minors, politically extreme, or otherwise illegal or in violation of official regulations or requirements, and that the aforementioned parties will not create and/or store such data in the AEB Cloud. In the event of a violation of this rule, AEB is entitled after notifying the Customer in text form to block access to the AEB Cloud and delete the data in question.

3   Surrender of Customer data on users and usage after end of usage

3.1   After the contract term ends or a partial termination of individual Solution Areas takes effect, AEB shall, upon the request of and in consultation with the Customer, give the Customer access to its data in a conventional download format (.zip, .rar, etc.) chosen at AEB's discretion or on a conventional data storage medium (DVD, USB stick, SD card, etc.).

3.2   Once AEB provides the Customer with its data in this manner, it no longer has any responsibility to set up or maintain read-only access and retain the Customer's data. AEB is entitled to delete or block the Customer's data in accordance with data protection requirements if the Customer fails to take delivery of the data within three months after it is made available. Should the Customer neither accept the deletion nor wish to take delivery of the data on its own, it has the option to request and order a fee-based service from AEB for continued storage.

C   Special terms for On-Premise model

1   Scope of services

1.1   General provisions

1.1.1   AEB's service for software provided under the On-Premise model consists of granting the right to use the software, maintaining and developing the standard software, and providing standard support services.

1.1.2   Software provided for download is delivered to the Customer only in executable program code in electronic form. No source code is provided. If the relevant open-source licensing terms stipulate that the Customer is to be provided with source code, AEB shall provide the source code to the Customer.

1.1.3   The installation, configuration, and adaptation of software by AEB are not included. The nature and scope of this are agreed upon jointly, quoted, and ordered, typically using an IT project contract. Also not included in the scope of services is the administration of systems not installed in the AEB data center. Customer-specific adaptations and programming – including the support, maintenance, and development thereof – are also to be ordered separately.

1.1.4   The Customer may not carry out any modifications to the AEB software on its own. Should a modification be needed, AEB will either offer and perform the modification itself in exchange for appropriate, market-rate compensation or work with the Customer to coordinate the modification by the Customer or a third party.

1.1.5   If unsanctioned modifications by the Customer or a third party result in impairments of the contractually defined use, however, AEB is exempted from any and all warranty and liability obligations to the Customer as they relate to such impairments.

1.2   Maintenance and development

1.2.1   Current version
In the current version, AEB fixes bugs and makes improvements. Fixing bugs means that AEB remedies errors in the software, including the documentation, that prevent or substantially impair the value or usability of the software for the usage specified in the system description. Making improvements means that AEB makes minor enhancements or improvements to the functionality – to better reflect standard industry processes, for example, or to improve performance.

1.2.2   Maintenance of previous version
AEB commits to maintain not only the current version but also the immediately preceding version of the software. AEB does not maintain earlier versions. AEB commits to give the Customer at least six months' notice before ceasing to maintain any given version.
The obligation to make improvements and further develop the software applies only to the current version, however. For the preceding version, AEB undertakes only to respond appropriately to fix identified bugs or user interface problems.
AEB shall provide the Customer with regular updates for the software used under the On-Premise model in the form of service and feature packs for download. It is the Customer's responsibility to install these packs and to ensure the backup of data unless an order for this service has been placed with AEB.

Using a system that is no longer maintained is prohibited. The Customer may ask AEB for an exception to allow continued use, which AEB shall deny only when there is a good reason for doing so. In such a case, all of AEB's standard services are reduced solely to the right of use.

1.2.3   Remote maintenance
Customers using the On-Premise model are required under these terms and conditions to provide AEB Support with anonymized access to the software or relevant system component installed outside AEB's data center through a protected internet connection (remote maintenance). AEB shall fulfill its contractual obligations through this access. Access is essential for AEB to fulfill its contractual obligations.
Mandatory pre-requisites are:
- Access by AEB to all software or relevant parts of the system to be maintained where required to perform the services
- Access permission for all authorized support personnel of AEB to the software required to perform the services. The response time, quick troubleshooting in the case of an incident, and thus smooth operation rely to a large extent on the availability and stability of the remote connection. AEB gains access using AEB's standard applications (TeamViewer, Citrix, etc.) and methods and with standard authentication (token, password, etc.). Any deviation from this – such as using applications and methods requested by the Customer or providing a list of the names of the relevant support agents – is subject to a fee and done only upon request. Additional personal data of the support staff will only be provided with due regard for their rights and only in particularly justified exceptions (such as when legally required).

Any supplements to or special arrangements of the aforementioned services (such as the administration and use of personalized logins) are offered separately upon request and agreed to in a separate written contract (such as a Support SLA).

1.2.4   Modifications of data structures and program code
Maintenance and development may at any time cause changes to the internal data structures and internal program code of the software provided by AEB. For this reason, it is not possible for the Customer to make continued direct use of functionalities of internal programming (in SAP® object code, for example), such as through the Customer's own programming, and such use is not in any way the subject of this agreement. Should the Customer nevertheless access functionalities of internal programming of AEB software, then the Customer alone bears responsibility for any technical consequences or licensing violations that result. This does not apply to software functionalities documented by AEB and approved for use by the Customer, such as the interfaces documented by AEB.

2   Obligations of Customer

2.1   Obligations during use

2.1.1   The Customer must take appropriate precautions to limit any losses in the event that all or part of the software does not perform as contractually stipulated.

2.1.2   To make it possible for AEB to support and maintain the supported systems, the Customer may only use the software on hardware deemed suitable by AEB for the respective release.

2.1.3   The Customer is obligated to fully inform AEB at least four weeks in advance of any changes to the Customer's relevant hardware and software components, including changes to their accessibility and the installation site of the AEB software. Any costs or overhead that AEB incurs due to Customer changes will be billed to the Customer. If the Customer fails to comply with its

obligation to duly notify AEB, the resulting costs and overhead incurred by AEB will also be billed to the Customer. Such charges will be billed at the standard per diems in effect at that time.

2.1.4   To limit risk, the Customer shall avoid the following circumstances within its sphere of responsibility, as they can lead to or exacerbate the consequences of software malfunctions:
- A new version of the operating system or database is installed without consulting AEB.
- A service pack installation for which the Customer is responsible is not run or not run on time.
- The Customer's host systems deliver faulty data or no data.
- Disruptions are not promptly reported to AEB.
- Tables, parameter settings, or authorizations for which the Customer is responsible are incorrect.

2.2   Obligations at end of use
When the user agreement terminates, irrespective of the reason, the Customer shall without undue delay at the end of the contract term
- cease all use of the software, and
- delete the software, including all associated documents, documentation, and copies thereof, and
- provide AEB with written confirmation of both actions.

The Customer is not required to delete the data and work results generated using the software.

3   Additional installations

Each additional installation must be jointly coordinated with AEB in advance and is documented by AEB. This also applies to systems running parallel to the productive system.
An additional installation is defined as any new installation that requires the duplication of any magnetic, optical, or other data storage media for the system. The creation of system backup files as part of data backup operations is not considered to be an additional installation.
The use of additional system installations in the production environment is subject to a fee and permitted only if the Customer complies with the current pricing and licensing model, including the most recent terms and conditions. Only installations used for testing and development purposes are free.

D   Special terms for project services

1   General provisions

Customer-specific implementation, configuration, adaptation, extension, or development of software is handled through IT projects. The scope of services and obligations of cooperation of the Customer in the IT project shall be determined in one or more workshops, unless expressly agreed otherwise. The consensus reached will be documented by the parties in a manner appropriate to the project methodology (such as reports and/or functional specifications and/or backlog lists). Provisions on compensation and compensation models (milestones, bonuses, price per story point, per diems, etc.) are also defined when the project methodology is established. AEB shall treat the Customer's test data with confidentiality and protect it against unauthorized access. The test data is to be stored only for the purposes of fulfilling the contract and used only to render the AEB services (project, operational testing, etc.).

2   Obligations of Customer

2.1   Notification, cooperation, coordination

The Customer must promptly provide all resources (personnel, information, documents, records, hardware, test data, etc.) that are required for its cooperation and formal acceptance of the services. The Customer shall notify AEB about all relevant system environments and workflows.
The Customer shall provide AEB with access to the parts of its systems relevant to the performance of the contract to the extent necessary using

AEB's standard applications and methods (remote access). The Customer shall coordinate other suppliers and services for the project.
The Customer shall conduct structured tests of an appropriate scope on the subject of the order. These obligations of cooperation by the Customer are to be specified in reports, functional specifications, or similar documents with reference to the selected project method. They continue to apply accordingly during the operational phase.

2.2   Formal acceptance

The Customer is obligated to promptly accept the service provided for acceptance by AEB within the period and in the manner agreed to with AEB (project method).
The formal acceptance of services – including on a partial or interim basis – follows the applicable terms set forth by law. The use of all or some of the AEB services in a production environment is regarded as formal acceptance (or partial or interim acceptance, where applicable) of the services. The parties may jointly agree on another approval process on a case-by-case basis.

3   Timeline

The project timeline shall be determined jointly by the Customer and AEB and set forth in a binding agreement. Changes such as the suspension of a project may only be decided jointly.

E   Special terms for hardware

1   If the Customer purchases hardware through AEB, the law governing the sale of goods, including section 377 of the German Commercial Code (HGB), shall apply.

2   Any agreement on the delivery of hardware by AEB is subject to AEB's own receipt of delivery.

3   The delivery of hardware is free carrier (FCA Incoterms® 2020).

4   Should material defects occur, AEB may choose between replacing or repairing the defect item.

5   Any claims of material defects by the Customer expire one year following delivery of the hardware. This restriction does not apply to claims based on injury to life, limb, and health or to damage attributable to willful misconduct or gross negligence on the part of AEB.