

General terms and conditions

The General Terms and Conditions of retraced GmbH, Kölner Str. 336a, 40227 Düsseldorf (hereinafter referred to as "retraced") are divided into the following sections I. General Provisions", II. Special Provisions 1. SOFTWARE-as-a-Service (SaaS)" and 2. Special Provisions Services ("Implementation Services").

I. General provisions

The General Provisions form the legal framework for the deliveries and the provision of all services to the customer that is not a consumer (B2C), while the Special Section depicts the specific regulations for the respective types of services.

1. Subject matter of the contract and scope

1.1 The subject matter of the contract results from these General Terms and Conditions (T&Cs) as well as from the service orders and price lists which have priority in each case.

1.2 T&Cs of retraced apply exclusively. Any general terms and conditions/purchasing conditions of the client that contradict or deviate from these will not be recognized by retraced, unless retraced has previously expressly agreed to their validity.

2. Contracts and offers

2.1 The services of retraced are agreed in the service order as SaaS or implementation service.

2.2 The service features are described conclusively in the service order. Previously submitted offers by retraced are subject to change.

2.3 The contract comes into effect with the order confirmation of a service certificate by the client, at the latest, however, with the activation of the service by retraced.

3. Remuneration and terms of payment

3.1 All payments shall be made in EURO plus the statutory VAT.

3.2 Invoices shall be sent to the customer electronically by e-mail. The customer shall be in default even without a reminder if he does not pay within 30 days after receipt of an invoice.

3.3 If the contract includes services to be remunerated once (SaaS), this remuneration shall be due in advance for each contract year upon the conclusion of the contract.

3.4 The client can only offset against claims of retraced with undisputed or legally established counterclaims.

4. Liability

4.1 retraced is liable without limitation for intent and gross negligence, for breach of a contractually granted guarantee. For slight negligence, retraced is liable for damages resulting from injury to life, body and health of persons.

4.2 In the case of simple negligence, retraced is only liable for the violation of essential contractual obligations (so-called cardinal obligations, i.e. such an obligation, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the client regularly relies and may rely).

4.3 If retraced violates an essential contractual obligation with simple negligence, the obligation to pay compensation is limited to the typically foreseeable damage. In this case, retraced is not liable for any indirect or consequential damages (especially loss of profit).

4.4 retraced is liable for all damages from the respective contractual relationship at most up to the amount of the agreed remuneration.

4.5 Insofar as the liability of retraced is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

5. Business and trade secrets

5.1 The contracting parties shall disclose all information and knowledge obtained from or to the other contracting party in the course of the performance of the contract as well as all information made available for the purpose of executing a performance certificate, in particular such information resulting from protected documents, and to protect it from unauthorized knowledge, disclosure, duplication, use and other misuses by third parties not involved in the performance of the contract. The vicarious agents used for the performance of the service shall not be deemed to be third parties within the meaning of this agreement.

5.2 The parties shall ensure by means of suitable contractual agreements that their respective employees affected by this non-disclosure agreement are also obliged to maintain confidentiality in accordance with the provisions of these T&C. The same shall apply if the Parties use other third parties to perform their obligations. The Parties shall provide each other with written evidence of compliance with these obligations upon request and shall inform each other, in particular within the scope of legally or officially enforced obligations to provide information, to the extent possible and permissible, about the provision of information and shall support each other in the fulfillment thereof.

6. Data protection

6.1 Insofar as retraced is to process personal data on behalf of the Client, the contracting parties will conclude an agreement on commissioned data processing within the meaning of Art. 28 GDPR in good time before commencing the corresponding activity. The scope, type and purpose of the intended commissioned processing, the type of data and the group of data subjects as well as the subject and duration of the commission granted to retraced by the client will be laid down in the respective service

certificate or a supplementary agreement supplementing it at the latest at the start of the commissioned processing. Retraced will not use personal data for other purposes or store them for a period longer than that determined by the client. The client will be made aware of the respective technical and organizational measures (Art. 32 GDPR) of retraced at the time of commissioning and will be responsible for ensuring that these provide an adequate level of protection for the risks of the data to be processed.

6.2 The client undertakes to conscientiously comply with and observe all provisions of data protection law. If the client violates these provisions, he will indemnify retraced from all legal consequences of the violation.

6.3 For all information in connection with the handling of the personal data of our customers, retraced refers to its separate [privacy policy](#) and terms of use.

7. Term of the contract and termination, consequences of termination of the contract

7.1 This Agreement shall enter into force upon signature. It shall be automatically renewed for a further year in each case if it is not terminated in writing by one of the parties with a notice period of at least 90 days to the end of the respective contract.

7.2 The right to extraordinary termination remains unaffected.

8. Final provisions

8.1 The client may only assign or otherwise transfer claims, other rights and obligations arising from this contract to a third party with the prior written consent of retraced.

8.2 Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the other provisions as a whole. The ineffective provisions shall be replaced by an appropriate provision which, as far as possible, comes as close as possible to what the contracting parties would presumably have wanted according to the meaning and purpose of the contract.

8.3 retraced is entitled to amend or supplement these T&C at any time. The changes or amendments will be announced to the client by e-mail at least six weeks before they take effect. If the client does not agree with the changes, he can object to the changes in text form with a notice period of one week at the time of the intended entry into force of the changes or additions. If the customer does not object, the changes or additions to the General Terms and Conditions shall be deemed to have been approved by the customer. With the notification of the amendment or supplement to the General Terms and Conditions, the Provider shall specifically draw the Customer's attention to the intended significance of his conduct.

8.4 All disputes between the parties shall be governed exclusively by the laws of the Federal

Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

8.5 The place of jurisdiction for all disputes arising from and in connection with these General Terms and Conditions is the registered office of retraced.

II. Special provisions for SOFTWARE-as-a-service (SaaS)

1. Services

The services include the temporary provision of a software application via the Internet as well as the provision of storage capacity for the customer's application data. Details are regulated in the service certificate/service description.

2. Duties and obligations of the customer

2.1. The customer has the following obligations in particular:

2.1.1. The services may not be misused, in particular

- no information with illegal or immoral content may be transmitted or posted on the Internet and no reference may be made to such information.

- the national and international copyright and trademark, patent, name and labeling rights as well as other industrial property rights and personal rights of third parties must be observed.

2.1.2. The customer is obliged to inform his users in good time before the start of use about the details of this contract, in particular about the rights and obligations in accordance with the General Terms and Conditions. The customer shall be liable for all breaches of duty by its users and other third parties who commit breaches of duty within the sphere controllable by the customer, unless it can prove that it is not responsible for the breaches of duty.

2.1.3 Personal access data (user name and passwords) must not be passed on to third parties and must be kept protected from access by third parties. For security reasons, they must

be changed before the first start-up and at regular intervals thereafter. If there is reason to suspect that unauthorized persons have gained knowledge of the access data, the customer must change them immediately.

2.2. retraced is entitled to block the service at the expense of the customer in the event of serious violations of the obligations incumbent on the customer as well as in the event of justified substantial suspicions of a violation of obligations pursuant to clause 2.1.

3. Rights of use

3.1 The customer and the users set up by him receive the non-exclusive right, limited to the period of use or the term of the contract, to access the software functionalities via the Internet. The customer does not receive any further rights.

3.2 The customer is not entitled to use the software beyond the use permitted in accordance with this contract or to have it used by third parties or to make it accessible to third parties. In particular, the customer is not permitted to reproduce or sell the software or parts thereof.

3.3. The customer shall also pay the prices incurred by the users set up by him and thus authorized. This also applies to affiliated companies within the meaning of §§ 15ff. AktG.

4. Data use / Third-party content

4.1 If retraced processes personal data within the framework of the execution of the contract, the client is responsible for compliance with the data protection regulations. The processing of personal data by retraced takes place on the basis of the data processing agreement to be concluded separately in accordance with Art. 28 GDPR.

4.2 The parties agree that retraced uses the injected and processed client data to ensure the digital traceability of the supply chain and that deletion - subject to data protection obligations - may be excluded by law.

4.3 retraced may display content from third parties through the Services or may provide information about or links to third-party products or services. Your interactions with any such third parties, and any terms, conditions, warranties, or representations associated with such interactions, are solely between you and the applicable third parties. retraced is not responsible or liable for any loss or damage of any sort incurred as the result of any such interactions or as the result of the presence of such third-party information made available through the Services.

III. Special provisions (Services)

1. Services and consultations ("platform onboarding")

1.1. retraced provides consulting and support services for the client if agreed.

1.2. The services of retraced are provided exclusively to support the client in a project that the client carries out under his sole responsibility. In connection with the provision of the services, retraced assumes no responsibility for a specific result. Concrete work results are not owed unless otherwise expressly agreed.

2 Remuneration and terms of payment

2.1 Insofar as the parties have agreed on time-based remuneration for services, the time spent shall be calculated in sections of 20 minutes, whereby each section or part thereof shall be rounded up and shall be subject to payment. This shall also apply if the service contingents agreed in the service certificate are exceeded. Upon request, Retraced shall provide the Client with a statement of the time spent within ten working days.

2.2 Unless otherwise agreed, travel time shall be charged to the client at the respective agreed hourly rate. Travel costs and expenses will be invoiced to the client at cost. In doing so, retraced will endeavor to find the most economically sensible travel option.