

General Terms and Conditions for the Sale and Provision of Services by secunet (as per 05/2026)

Preamble

secunet is a leading cybersecurity company. In an increasingly connected world, the company combines products and consulting services to ensure resilient digital infrastructures and the utmost protection for data, applications, and digital identities. secunet specializes in areas where special security requirements apply, such as the cloud, the IIoT, eGovernment, and eHealth. With secunet's security solutions, companies can comply with the highest security standards in their digitization projects and thus drive forward their digital transformation. Over 1,000 experts strengthen the digital sovereignty of governments, companies, and society. secunet's clients include federal ministries, over 20 DAX-listed companies, and other national and international organizations. The company was founded in 1997 and is listed on the German Stock Exchange. secunet is an IT security partner of the Federal Republic of Germany and a partner of the Alliance for Cyber Security.

§ 1 Usage rights

- (1) secunet shall grant the contract partner a simple usage right to the contractual service, limited in terms of content to the contractual purpose and in terms of location to the place of contractual use, and limited or unlimited in terms of time depending on the contractual purpose.
- (2) The contract partner may only transfer the contractual service to a third party uniformly and by completely and permanently relinquishing its own use of the contractual service. In the case of a transfer that is limited in time, the temporary or partial transfer of use to third parties in return for payment is prohibited. The usage rights may be subject to further special restrictions, especially product-specific conditions.
- (3) In the event of a transfer to a third party, the contract partner shall only grant the third party the contractual service for use subject to an agreement containing corresponding conditions.
- (4) If additions, updates, upgrades, etc. are transferred that replace a previously transferred contractual service, these new versions shall be subject to these provisions. In this case, these rights shall expire with regard to a previously transferred contractual service even without an express request for return.
- (5) The software contains open-source components. The contract partner shall comply with the relevant license terms, which secunet shall provide in advance.
- (6) Without the consent of secunet, no modification, extension, or other alteration of the hardware and software, nor any decompilation of the software, is permitted. This does not apply to software components that are subject to the relevant open-source license terms.
- (7) Furthermore, unless expressly agreed otherwise, there is no entitlement to obtain further business secrets through observation, investigation, dismantling, or testing ("reverse engineering") insofar as the contractual services provided are not publicly available.

§ 2 Third-party rights

- (1) The contract partners declare and guarantee that they are the owners of all rights that are necessary to fulfill the purpose of this contract.
- (2) If a third party asserts against one contract partner that a service provided by the other contract partner infringes its rights, the contract partner shall notify the other contract partner without undue delay. The contract partners are entitled, but not obligated, to defend the asserted claims at their own expense, insofar as this is permissible. The contract partner against whom a third party has asserted a claim is not permitted to acknowledge these claims, admit the underlying facts, or conclude a settlement without the prior consent of the other contract partner.

§ 3 Statutory warranty

- (1) The contract partner shall inspect the contractual service without undue delay after delivery and notify secunet of any defects without undue delay. If the contract partner fails to notify secunet, the contractual services shall be deemed to have been approved, unless the defect was not apparent during the inspection. Such a hidden defect must be reported without undue delay after discovery; otherwise, the contractual service shall also be deemed approved for this defect. The contract partner shall fulfill its notification obligations by sending the notification in good time. The provisions of this paragraph shall not apply to defects that have been fraudulently concealed by secunet.
- (2) When notifying a defect, the contract partner shall describe the problems occurring as specifically as possible, stating the symptoms, and shall support secunet in analyzing the error and remedying the defect by providing secunet with comprehensive information and access to the contractual service. If necessary, the contract partner shall remove data, data carriers, modifications, and attachments before the defect is remedied.
- (3) In the event of defects, secunet shall, at its discretion, either remedy the defect or deliver a new product. secunet may, at its discretion, remedy the defect at the contract partner's premises or at its own business premises, or have it remedied by third parties. secunet may also provide services by remote maintenance in agreement with the contract partner. In cases of defective software, secunet may also remedy the defect by showing the contract partner ways to avoid the effects of the defect. An equivalent new program version or equivalent previous program version that does not contain the error shall be accepted by the contract partner if this is reasonable for it.
- (4) If subsequent performance is impossible for secunet or only possible under disproportionate conditions, secunet shall be entitled to take back the contractual service against reimbursement of the remuneration paid, minus an amount that takes the period of use into account. In this case, the contract partner shall be obligated to return the contractual service.
- (5) A merely insignificant reduction in quality does not constitute a defect.
- (6) If secunet performs services in troubleshooting or rectifying defects at the request of the contract partner without being obligated to do so, secunet may demand remuneration for this in accordance with its usual rates. This especially applies if a defect cannot be proven.

§ 4 Electronic devices, packaging, batteries

- (1) If the contract partner is based in Germany, secunet, as the manufacturer, shall assume the obligations under EU Directive 2012/19/EU (WEEE), Regulation 2023/1542 (Batteries) and Directive 94/62/EC on packaging and packaging waste or the respective national regulations, in particular regarding registration, reporting, and information obligations. Regarding disposal obligations, the following shall apply by way of derogation:
 - a) If the goods are electrical/electronic equipment or industrial batteries, or if they are packaging that is not subject to system participation, secunet shall, at the request of the contract partner to be made in writing upon conclusion of the contract, take over the disposal in accordance with the statutory provisions in return for reimbursement of the actual costs incurred. The transport costs to the return point to be determined by secunet shall in any case be borne by the contract partner. If secunet is not obligated to dispose of the goods, the contract partner shall be responsible for disposing of the delivered goods and packaging properly at its own expense in accordance with the statutory provisions after the end of use.
 - b) The contract partner shall contractually obligate commercial third parties to whom it passes on the delivered goods to dispose of the delivered goods properly at their own expense in accordance with the statutory provisions after the end of use and to impose a corresponding further obligation in the event of further transfer. If the contract partner fails to contractually obligate commercial third parties to whom it passes on the delivered goods to assume the disposal obligation and to impose a further obligation, the contract partner is obligated to take back the delivered goods at its own expense after the end of use and dispose of them properly in accordance with the statutory provisions.
 - c) These provisions apply within the scope of the relevant European legislation, including its implementation in national law, provided that mandatory law or mandatory official orders do not prevent the implementation of these provisions.
- (2) If the contract partner is based in another EU country or distributes the contractual products in another EU country, it shall assume the obligations of the manufacturer in accordance with EU Directive 2012/19/EU (WEEE), Regulation 2023/1542 (batteries) and Directive 94/62/EC on packaging and packaging waste and the respective national regulations, in particular with regard to the registration, reporting, disposal, and information obligations. secunet shall provide the contract partner with the necessary information (e.g., information on the relevant product weight, battery type, quantities, and packaging materials and weights) upon request. At secunet's request, the contract partner shall immediately provide all documents, evidence, and information relating to the above obligations. Mandatory legal, official, or contractual obligations regarding the above-mentioned directives shall take precedence.
- (3) In order for secunet to fulfill its reporting obligations, the contract partner shall provide secunet with a free sell-out report once a month. The sell-out reports should at minimum contain information on the quantities sold per product and the country of distribution of the product. secunet reserves the right to request further necessary information from the contract partner within the scope of the sell-out reports.

secunet shall treat the information contained in the sell-out reports as confidential and, in particular, shall not pass it on to third parties.

- (4) If the contract partner is not the end customer, the following applies: In order for secunet to be able to fulfill its legal reporting and documentation obligations, in particular under the German Electrical and Electronic Equipment Act (ElektroG), packaging law, and battery law, the contract partner shall provide secunet with a monthly report on the products placed on the market and sold ("sell-out report") free of charge. The sell-out report must at least contain information on the quantities sold or placed on the market per product, the brand, the device or product category, and the respective country of distribution or destination. This applies regardless of whether the distribution is carried out via dealers, sales partners, distributors, or in direct sales to end customers. secunet is entitled to request further necessary information from the contract partner within the scope of its legal reporting obligations, insofar as this is necessary for the fulfillment of regulatory obligations. secunet shall treat the information contained in the sell-out report as confidential and use it exclusively for the fulfillment of legal obligations and vis-à-vis the competent authorities and compliance bodies, and shall not pass it on to third parties without authorization.
- (5) In order to comply with the legal requirements of EU Regulation (EC) No. 1272/2008 (CLP) on the classification, labeling, and packaging of goods before they are placed on the market, the contract partner may only make changes to the transport packaging, product packaging, and accompanying documents in consultation with secunet.
- (6) The contract partner shall indemnify secunet against any claims by third parties based on the contract partner's failure to fulfill or improper fulfillment of its obligations defined in this paragraph.

§ 5 Liability

- (1) secunet shall be liable without limitation in cases of intent, gross negligence, gross organizational fault, for claims arising from death, physical injury or damage to health, fraudulent concealment of a defect, or for assumed contractual warranties, as well as for legal defects.
- (2) In cases of slight negligence, secunet shall only be liable in the event of a breach of a material contractual obligation and limited to the typically foreseeable damage.
- (3) secunet's liability for data loss shall be limited to the restoration costs that would have been incurred if the contract partner had made regular and appropriate backup copies and taken the necessary precautions. Section 254 of the German Civil Code (BGB) remains unaffected.
- (4) The above limitations of liability shall also apply directly to the benefit of secunet's employees, representatives, and vicarious agents.

§ 6 Retention of title

- (1) secunet shall retain ownership of the contractual service until full payment of the remuneration owed (retention of title).
- (2) The contract partner may neither pledge nor assign this contractual service as security.
- (3) Until full payment has been made, the contract partner shall only be permitted to resell or process the goods in accordance with the other provisions of this contract,

on the condition that the contract partner effectively assigns to secunet, by way of security, its claims against its customers arising from the resale or any other legal ground, and that, in the event of resale, the contract partner transfers ownership to its customer subject to payment. secunet revocably authorizes the contract partner to collect the assigned claims in its own name for secunet's account. This authorization to collect claims may only be revoked if the contract partner fails to properly meet its payment obligations.

- (4) Furthermore, secunet reserves the right to grant the contract partner the usage rights to the respective contractual service to which it is entitled under this contract until the remuneration owed for this has been paid in full. The above-mentioned provisions on pledging and securing or on resale and processing shall apply accordingly. Temporary use by the contract partner for testing purposes is permitted.

§ 7 Right of set-off and retention

The contract partner shall only be entitled to offset claims if its counterclaims are undisputed or have been legally established. The contract partner shall only be entitled to assert rights of retention based on counterclaims arising from the same contractual relationship.

§ 8 Remuneration, maturity

secunet's prices are subject to the applicable statutory value added tax. Remuneration shall be due and payable 30 days after invoicing. Any agreed remuneration for continuing obligations must be paid in advance.

§ 9 Compliance

- (1) The contract partner shall comply with the provisions of the [Code of Conduct for Suppliers and Business Partners \(v. 15.11.2022\)](#) and, in particular, observe the applicable legal regulations on combating corruption and the applicable antitrust laws.
- (2) In the event of a breach of these obligations, secunet shall be entitled to terminate this contract without notice. The contract partner shall indemnify secunet against all damages and claims by third parties arising from the breach and shall hold secunet harmless.

§ 10 Confidentiality

- (1) Confidential information is all information, regardless of its form, e.g., written, electronic, verbal, or visual, which is made available to the recipient within the scope of the purpose or otherwise becomes known, which has economic value or whose disclosure, use, or loss is likely to harm the interests of the disclosing contract partner and in respect of which the disclosing contract partner takes appropriate confidentiality measures. This includes, but is not limited to, technical information, e.g., designs, concepts, prototypes, software, algorithms, security architectures, commercial information, e.g., strategies, calculations, prices, customer and supplier data, organizational information, e.g., processes, internal guidelines, security measures, and other confidential information that is marked as such or is to be regarded as confidential according to the circumstances of its disclosure.

- (2) The contract partners shall treat all confidential information as confidential and use it only within the scope of the purpose of the contract. Neither of the contract partners is entitled to use this information, in whole or in part, for purposes other than those just mentioned or to make this information available to third parties. Regardless of which secunet company this contract is concluded with, none of the following companies shall be considered a third party: secunet Security Networks AG, secunet International GmbH, stashcat GmbH, and SysEleven GmbH.
- Third parties within the meaning of this contract are not the Federal Office for Information Security (BSI) to whom information must be made available in individual cases.
- (3) The contract partners may disclose confidential information to employees who need the respective confidential information for the purposes of implementing this contract, provided that the respective employees have undertaken to observe the required confidentiality in a written confidentiality agreement.
- (4) To fulfill their obligations, the contract partners shall take appropriate measures to protect all confidential information disclosed by the other contract partner from access by unauthorized persons. When handling confidential information, the receiving contract partner shall not, under any circumstances, fall below the standard of care that it applies to its own confidential information.
- (5) The receiving contract partner may only make copies of the confidential information to the extent that is strictly necessary, such as for data backup purposes.
- (6) Insofar as the disclosure of confidential information includes the transfer of contractual services and items, this does not entitle the receiving contract partner, unless expressly agreed otherwise with the disclosing contract partner, to obtain further business secrets through observation, investigation, dismantling, or testing ("reverse engineering"), unless these are already publicly available.
- (7) The above obligation does not apply to information that
- a) was already public knowledge at the time of its receipt by the receiving contract partner;
 - b) was already in the possession of the receiving contract partner at the time of receipt by the receiving contract partner;
 - c) becomes public knowledge after receipt without the receiving contract partner's involvement; or
 - d) becomes accessible from third parties without any obligation of confidentiality and non-use, provided that these third parties have not received the information directly or indirectly from the receiving contract partner;
 - e) must be disclosed due to legal provisions, official or court decisions. The contract partner obligated to disclose the information shall only inform the disclosing contract partner if legal provisions, official or court decisions require information about the disclosure of confidential information.
- (8) The burden of proof for the existence of the above exceptions shall be borne by the contract partner invoking the existence of these exceptions.
- (9) Unless the contract partners have agreed otherwise, the confidentiality obligations under the provisions of this paragraph shall end three years after the contract has been fulfilled.

§ 11 Data protection

- (1) The contract partners shall comply with all laws, guidelines, and regulations applicable to them and secunet relating to data protection and data security.
- (2) If personal data is entrusted to one contract partner, the other contract partner shall treat it confidentially and protect it from misuse by taking appropriate technical and organizational measures. When processing or passing on personal data, the relevant data protection laws and the provisions of the contractual agreements with secunet must be strictly observed. This results in the following data protection requirements:
 - a) The contract partners shall only employ employees who have committed themselves to confidentiality in the handling of personal data to fulfill their obligations. Corresponding declarations of commitment by the employees must be provided upon request.
 - b) The contract partners are prohibited from processing, disclosing, making accessible, or using personal data without authorization for any purpose other than the lawful performance of their respective tasks.
 - c) The loss, unlawful transfer, or disclosure of personal data must be reported to the other contract partner without undue delay (at secunet: to Datenschutz@secunet.com), as information obligations may apply.

§ 12 Delivery, transfer of risk

Unless otherwise specified, delivery shall be in accordance with EXW Incoterms 2020. In the case of software, the risk shall pass upon provision of the software for download or upon handover of the data carrier, unless otherwise specified.

§ 13 Export

- (1) The contract partners shall independently review and comply with all foreign trade regulations relevant to them, in particular import, export control, customs, and national, European, and international sanctions and embargo regulations. This applies both to independent exports or cross-border transfers, in particular resales, also to deliveries and to cross-border delivery and service relationships. The contract partner responsible under foreign trade regulations must obtain any necessary (export) licenses from the competent authorities. It shall bear all customs duties, fees, and other charges incurred in connection with cross-border deliveries and services. secunet shall not be obligated to provide advice.
- (2) Within the framework of their contractual relationships, the contract partners mutually agree to regularly check their data for any entries on economic, financial, or trade-related sanctions lists in compliance with data protection regulations, especially with regard to compliance with the above-mentioned sanctions and embargo regulations.

With regard to screening of the sanctions lists, the following also applies:

- a) The contract partners assure that neither they themselves nor their employees, nor any natural or legal persons in which they hold a direct or indirect majority ownership interest, are listed on any of the above-mentioned sanctions lists.

- b) The contract partner shall immediately notify secunet in writing (compliance@secunet.com) of any positive results arising from a check of the above-mentioned sanctions lists.
 - c) In the event of a positive result, secunet shall be entitled to terminate the contract for good cause.
 - d) The contract partner shall indemnify secunet against all claims by third parties resulting from a breach of legal and contractual obligations.
- (3) In accordance with Council Regulation (EU) No. 833/2014, the following applies:
 - a) The contract partner may not sell, export, or re-export goods delivered under or in connection with this contract and falling within the scope of Article 12g of Council Regulation (EU) No. 833/2014, either directly or indirectly, to the Russian Federation, nor may it carry out such actions for use in the Russian Federation.
 - b) The contract partner shall use all reasonable efforts to ensure that the purpose of paragraph 3 a) is not undermined by third parties in the commercial chain, including possible resellers.
- (4) Any culpable breach of the preceding paragraph shall constitute a material breach of the provisions of this contract, and secunet shall be entitled to take appropriate measures, including, but not limited to:
 - a) termination of this contract;
 - b) assertion of a contractual penalty amounting to 5% of the value of the goods sold, exported, or re-exported in violation of paragraph 3 a); and
 - c) assertion of a contractual penalty in the event of a breach of paragraph 3 b), whereby the amount of the contractual penalty shall be determined by secunet at its reasonable discretion in accordance with section 315 BGB (German Civil Code). The amount may be reviewed by a court in the event of a dispute. The contractual penalty shall be offset against claims for damages.
- (5) The contract partner shall inform secunet without undue delay of any problems in the application of paragraph 3, including any relevant activities of third parties that could impede the purpose of paragraph 3 a). Upon request, the contract partner shall provide secunet with information on compliance with the obligations under paragraph 3 within two weeks.

§ 14 Term, termination of contract

- (1) This contract shall enter into force upon signature by the contract partners.
- (2) For recurring services, the term of the contract shall be one year from the conclusion of the contract, unless otherwise agreed.
- (3) The right of both contract partners to terminate the contract for good cause remains unaffected. The contract partners may terminate the contract for good cause or withdraw from the contract, in particular if the other contract partner has filed for insolvency proceedings or if the other contract partner has suspended payments on a more than temporary basis or if insolvency proceedings have been opened against the contract partner's assets or the opening of such proceedings has been rejected due to lack of assets.
- (4) If there is a change in the majority ownership, shareholding structure, or legal form of the other party, secunet may terminate the contract for good cause.

§ 15 Limitation period

All claims arising from this contract shall become expire within a period of one year from the start of the statutory limitation period. This shall not apply to claims arising from liability for intent and gross negligence, in cases of malice, claims arising from the Product Liability Act and in the case of an assumed contractual warranty as well as to claims arising from death, physical injury or damage to health.

§ 16 Final provisions

- (1) This contract shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods and the provisions of international private law.
- (2) The courts in Germany shall have exclusive jurisdiction for all disputes arising from or in connection with this contract. However, secunet may, at its discretion, also file a claim with the competent courts at the contract partner's place of business.
- (3) The establishment of this contract and all agreements that contain an amendment, supplement, cancellation, or specification of this contract—in whole or in part—must be made in writing. If this contract contains references to the written form, the written form may also be replaced by electronic form or text form, provided that no legally binding formal requirements apply. Text form requires an electronic signature using a software solution. The above-mentioned formal requirement also applies to the amendment or cancellation of this text form clause.
- (4) Should individual provisions of this contract be or become invalid or unenforceable, or should a loophole become apparent in this contract, this shall not affect the legal validity of the remaining provisions. To fill the loophole, the contract partners shall then agree on an appropriate provision which, as far as possible, comes closest to what the contract partners would have agreed had they foreseen the loophole. This shall apply accordingly to invalid provisions that are not part of secunet's General Terms and Conditions.
- (5) Deviating, conflicting, or supplementary general terms and conditions shall not become part of the contract unless their validity is expressly agreed to in at least written form.
- (6) The contract partner shall independently back up its legally generated or stored data before ceasing use.
- (7) Upon request by the other contract partner, the contract partners shall hand over or destroy all business documents and any business material, such as software copies, relating to the contract to the other contract partner in accordance with data protection regulations, at the latest upon termination of the contract, and in compliance with the statutory retention periods. The deletion must be carried out in such a way that restoring the software and its accompanying documentation would require considerable effort. The deletion of the data must be confirmed at the request of the other contract partner. This shall not apply to backup copies of electronic data traffic.