General Terms and Conditions for the use of the myERP24 software

Software-as-a-Service · Provision for use for a limited time · riebotec UG (haftungsbeschränkt), Wuppertal, Germany

§ 1 Scope, definitions

(1) These General Terms and Conditions (“Terms”) apply to all contracts between riebotec UG (haftungsbeschränkt), Martin-Luther-Straße 15, 42285 Wuppertal, Germany (“riebotec”), and its customers for the provision and use of the myERP24 software (“Software”) as software-as-a-service and for related services (setup, migration, support, training).

(2) riebotec's offers are directed exclusively at businesses (§ 14 BGB), legal entities under public law and special funds under public law. Contracts with consumers are not concluded.

(3) Conflicting or deviating terms of the Customer do not become part of the contract, even if riebotec does not expressly object to them or performs with knowledge of such terms.

(4) “Tenant” means the logically separated instance of the Software assigned to the Customer. “Packages” are the functionally delimited, individually licensable modules of the Software (e.g. CRM & Service, Sales, Purchasing, Accounting, Tax, Time & HR, AI assistants). “Users” are the natural persons authorised by the Customer with their own access. “Customer Data” is all data entered, imported or generated for the Customer by the Software.

§ 2 Conclusion of contract

(1) The presentation of the Software on the website does not constitute a binding offer. The contract is concluded by riebotec's acceptance of the Customer's offer (order, signed order form or conclusion in the program interface) through order confirmation in text form or by activation of the Tenant.

(2) The contract documents apply in the following order of precedence: the order form or order confirmation, the service description of the booked Packages, the Data Processing Agreement (Annex DPA), these Terms.

(3) Early Access and pilot agreements may contain deviating conditions (e.g. free add-on Packages for twelve months, shortened terms), which are recorded in the order form.

§ 3 Subject matter, scope of services

(1) riebotec provides the Software to the Customer in its current version for use via the internet for the duration of the contract. The Software is operated on servers in a data centre in Germany. The point of delivery is the router output of the data centre. riebotec is not responsible for the Customer's internet connection or the devices and browsers used by the Customer.

(2) The functional scope results from the booked Packages and the service description valid at the time of conclusion. Packages without a valid licence are not displayed in the program interface. The Customer may add Packages and users at any time with effect from the following month; reductions are possible at the end of the respective term.

(3) The scope of services includes storage of Customer Data, daily backups, maintenance and updating of the Software (updates, bug fixes, security patches) and support under § 8.

(4) riebotec may develop and change the Software provided the contractually agreed functional scope is essentially preserved and the change is reasonable for the Customer. riebotec gives at least four weeks' notice of material changes in the program interface or by e-mail. Functions marked “pilot”, “prepared”, “roadmap” or “coming soon” are not part of the contract.

(5) Use of interfaces to third-party services (in particular Microsoft 365, bank access via FinTS, e-mail mailboxes, DATEV export, ELSTER) requires that the Customer holds the necessary contracts, credentials and permissions with the respective third party. riebotec does not owe the availability or immutability of these third-party services.

(6) The Software's AI assistants (posting AI, tax assistant, document recognition) generate suggestions. They do not replace professional review; every suggestion requires approval by the Customer. riebotec does not provide tax or legal advice; tax-form worksheets, evaluations and exports generated by the Software must be checked by the Customer or its tax advisor before use.

§ 4 Availability, maintenance

(1) riebotec guarantees an availability of the Software of 99.5 % on a monthly average at the point of delivery. Availability means the ability to log in and use the essential functions.

(2) The following do not count as downtime: (a) announced maintenance windows of up to eight hours per month, preferably on working days between 22:00 and 06:00 or at weekends, announced at least 48 hours in advance in the program interface; (b) disruptions outside riebotec's area of responsibility, in particular of the internet, third-party services under § 3 (5) or the Customer's systems; (c) force majeure; (d) interruptions necessary to avert acute security risks, which are communicated without delay.

(3) If the agreed availability is not reached in a month, the Customer may claim a credit on the monthly fee: 5 % for availability below 99.5 %, 10 % below 99.0 %, 25 % below 98.0 %, each based on the fee for the affected month. The claim must be asserted in text form within 30 days of the month end. The Customer's further rights, in particular the right to reduce the fee under § 536 BGB and the right to terminate for cause, remain unaffected; credits are set off against a reduction.

(4) riebotec monitors the Software continuously. Fault reports are accepted via the support function in the program interface and by e-mail.

§ 5 Rights of use

(1) riebotec grants the Customer for the term of the contract the non-exclusive, non-transferable, non-sublicensable right to use the Software to the agreed extent (Packages, number of users) for its own business purposes via a browser or the myERP24 mobile app. No source or object code is handed over.

(2) The Customer may not make the Software available to third parties, rent, lend or operate it for third parties (except involving its tax advisor or other service providers as users for the Customer's own transactions), may not decompile, reverse-engineer or create derivative works except as mandatorily permitted by §§ 69d, 69e UrhG, and may not circumvent security mechanisms.

(3) Accesses are personal. Each user requires their own access; simultaneous use of one access by several persons is prohibited. The Customer may replace users at any time.

(4) Templates, reports, forms and configurations created by the Customer and all Customer Data remain the property of the Customer. riebotec receives only the rights of use necessary for performance of the contract.

(5) If the Customer seriously or, despite a warning, repeatedly violates the rights of use, riebotec may block access after prior notice and terminate the contract for cause.

§ 6 Obligations of the Customer

(1) The Customer ensures the system requirements for use (current browser, stable internet connection, a supported device for the mobile app) on its own responsibility.

(2) The Customer protects credentials against unauthorised access, uses multi-factor authentication for administrators, manages its users' roles and permissions carefully and informs riebotec without delay of suspected misuse.

(3) The Customer is responsible for the content, accuracy and lawfulness of Customer Data. It will not store unlawful content or introduce malware. It checks entries, imports and suggestions, documents, postings and evaluations generated by the Software before using them.

(4) The Customer remains responsible for compliance with its commercial and tax law obligations, in particular retention periods (§ 147 AO, § 257 HGB) and the principles of proper bookkeeping (GoBD). riebotec provides the audit-proof archive, the immutable journal, the process documentation and export functions (DATEV, GoBD/Z3) for this purpose; the Customer verifies their suitability for its circumstances with its tax advisor.

(5) The Customer reports defects without delay with a comprehensible description via the support function and supports riebotec to a reasonable extent in error analysis.

(6) The Customer is obliged to export data regularly and at the latest before the end of the contract (§ 11). riebotec provides self-service functions for this at all times.

(7) The Customer keeps its contact and billing details in the program interface up to date.

§ 7 Customer Data, backup, data protection

(1) riebotec processes personal Customer Data exclusively as processor in accordance with the Data Processing Agreement (Annex DPA), which forms an integral part of this contract. The place of processing is Germany; sub-processors are located in the EU.

(2) riebotec backs up Customer Data daily and retains backups on a rolling basis for at least 30 days. The backup serves to restore the overall system in the event of disruptions; restoring individual records deleted by the Customer from backups is an additional service subject to separate remuneration.

(3) riebotec implements the technical and organisational measures described in Annex DPA, in particular tenant separation, transport encryption, data vault with AES-256-GCM, role and permission checks, audit trail and incident management.

(4) riebotec may use Customer Data in anonymised and aggregated form without personal reference to secure, analyse and develop the Software (Annex DPA § 11 (1)).

(5) **Contribution to product improvement.** The Customer may additionally permit riebotec to use posting and document-structure data in pseudonymised form to improve the AI assistants and document recognition for all customers. This use is for riebotec's own purpose outside the processing on behalf; riebotec is itself the controller in this respect. The approval is **disabled by default**, is granted exclusively by an administrator of the Customer in the program interface under *Administration → Privacy → Contribution to product improvement* and can be **revoked there at any time with effect for the future**. Scope, safeguards, exclusions (no names, bank details, free text, personnel files), consequences of revocation and information obligations are conclusively governed by Annex DPA § 11. Granting or revoking has no effect on the scope of services or the fee.

(6) Local learning models of the AI assistants that learn exclusively from the Customer's own approved postings in its browser remain in the Customer's Tenant and form part of the processing on behalf.

§ 8 Support

(1) riebotec provides support for the use of the Software on working days (Monday to Friday, except nationwide public holidays and public holidays in North Rhine-Westphalia) from 09:00 to 17:00 CET/CEST via the support function of the program interface and by e-mail.

(2) Fault reports are classified by severity: class 1 (Software unusable or data loss imminent) – response within 4 hours during support hours, remedy or workaround as quickly as possible; class 2 (essential function impaired) – response within one working day; class 3 (other errors, questions) – response within three working days.

(3) Support does not include training, individual customisation, data clean-up, advice on bookkeeping or tax, or assistance with third-party services; riebotec offers these services separately on a time-and-materials basis or by quotation.

§ 9 Fees, payment, price adjustment

(1) The fee is based on the pricing model agreed at conclusion (per user and month, base plus Packages, or company flat rate) and is due monthly in advance unless annual payment is agreed. All prices are in euros plus statutory VAT.

(2) Invoicing is electronic (e-invoice). Payments are due within 14 days of the invoice date without deduction; SEPA direct debit may be agreed.

(3) In the event of default, riebotec may, after a reminder with a 14-day deadline and notice of blocking, block access until settlement. The obligation to pay remains. Statutory default interest and lump sums remain unaffected.

(4) riebotec may adjust the fee with three months' notice to the start of a new term, at the earliest twelve months after conclusion and at most once a year, insofar as costs for data centre, staff, licences or third-party services have changed. If the increase exceeds 5 % of the previous fee, the Customer may terminate the contract with effect from the increase; riebotec points this out in the notice.

(5) Early Access conditions (e.g. two add-on Packages free for twelve months, credit of the remaining term of the previous contract) apply to the extent agreed in the order form. After expiry of the conditions, the then valid list prices apply, of which riebotec gives six weeks' notice; the Customer may cancel the affected Packages until then.

(6) The Customer may only set off or exercise a right of retention with undisputed or legally established claims.

§ 10 Term, termination

(1) The contract begins with activation of the Tenant. The minimum term is twelve months unless otherwise agreed (pilot agreements: 30 days). It is extended by a further twelve months unless terminated with three months' notice to the end of the term. For monthly terms the notice period is one month to the end of the month.

(2) The right to extraordinary termination for cause remains unaffected. Cause exists for riebotec in particular if the Customer is in default with two monthly fees, seriously violates the rights of use or fails to remove unlawful content despite a warning. Cause exists for the Customer in particular if availability under § 4 is not reached in three consecutive months or riebotec seriously breaches obligations under Annex DPA.

(3) Terminations require text form; termination by the Customer is also possible via the program interface by an administrator.

§ 11 End of contract, data export, deletion

(1) The right of use ends with the end of the contract. riebotec keeps the Tenant available in read-only mode for 60 days, during which the Customer may export all Customer Data: master and case data (CSV), documents (PDF/original), postings (DATEV EXTF) and GoBD export (Z3) including process

documentation. On request riebotec assists on a time-and-materials basis.

(2) After the 60 days, riebotec deletes the Customer Data in accordance with Annex DPA § 10. The Customer is responsible for fulfilling its retention obligations by exporting in time. Extended read access (“archive access”) may be agreed separately.

(3) Migration services at the start of the contract (import of master data, documents and balances from the previous system via CSV) are provided by riebotec to the agreed extent; the Customer is responsible for the accuracy and completeness of the source data and accepts the imported data before going live.

§ 12 Defects

(1) riebotec warrants that the Software essentially has the functionality specified in the service description. riebotec remedies defects within a reasonable period by rectification, update or provision of a reasonable workaround.

(2) riebotec's strict liability for defects already existing at conclusion under § 536a (1) alt. 1 BGB is excluded. The Customer may exercise the right of reduction under § 536 BGB only if it has reported the defect and it has not been remedied within a reasonable period; claims for repayment of overpaid fees remain unaffected.

(3) Impairments based on improper use, unmet system requirements, changes by the Customer or third parties or on third-party services under § 3 (5) are not defects. It is not a defect if AI suggestions are incorrect in individual cases, provided the approval function and verifiability are ensured.

(4) If a third party asserts that use of the Software infringes its rights, riebotec defends the Customer at its own expense, provided the Customer informs riebotec without delay and leaves the defence to riebotec. riebotec may at its option modify or replace the Software or procure the right of use for the Customer.

§ 13 Liability

(1) riebotec is liable without limitation for intent and gross negligence, for damage from injury to life, body or health, under the Product Liability Act and to the extent of a guarantee assumed.

(2) For slightly negligent breach of essential contractual obligations (cardinal obligations – obligations whose fulfilment makes proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely, in particular provision, availability, backup and data protection), liability is limited to the typical, foreseeable damage, but not more than the fee paid by the Customer in the twelve months before the damaging event, at least EUR 10,000. Otherwise liability for slight negligence is excluded.

(3) For loss of data, riebotec is liable within the limits of paras. 1 and 2 only to the extent of the effort that would have been required for restoration had the Customer performed proper and regular backups (use of the export functions provided); riebotec's backup obligation under § 7 (2) remains unaffected.

(4) riebotec is not liable for tax or economic consequences of suggestions, evaluations or forms adopted without review (§ 3 (6)) or of late exports (§ 6 (6), § 11).

(5) The above limitations also apply in favour of riebotec's legal representatives, employees and agents. Liability under Art. 82 GDPR is governed by Annex DPA § 12.

§ 14 Confidentiality, reference

(1) The parties treat all confidential information of the other party obtained in the course of the contract as confidential, use it only for performance of the contract and protect it with appropriate measures, also for five years after the end of the contract. Statutory disclosure obligations remain unaffected.

(2) riebotec may name the Customer as a reference only with its prior consent in text form.

§ 15 Force majeure

Neither party is liable for non-performance of its obligations insofar as this is due to circumstances beyond its control that were not foreseeable at conclusion (in particular natural disasters, war, epidemics, official orders, large-scale failures of power supply or telecommunications, attacks on IT infrastructure despite appropriate protective measures). The obligations are suspended for the duration of the disruption; if it lasts longer than three months, either party may terminate the contract extraordinarily.

§ 16 Changes to the Terms and service description

(1) riebotec may change these Terms and the service description with effect for the future where necessary for a valid reason (changes in law or case law, technical development, security requirements, extension of the service offering) and the balance of performance and consideration is not materially shifted to the Customer's detriment.

(2) Changes are communicated to the Customer at least six weeks before taking effect in text form and in the program interface. If the Customer does not object within this period, the changes are deemed accepted; riebotec draws specific attention to this consequence in the notice. If the Customer objects, riebotec may terminate the contract ordinarily with effect from the change.

(3) Changes to Annex DPA § 11 (product improvement) cause an approval granted to lapse and require renewed active approval by the Customer.

§ 17 Final provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods and conflict-of-law rules.

(2) The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Wuppertal, provided the Customer is a merchant, a legal entity under public law or a special fund under public law. riebotec may also sue the Customer at its general place of jurisdiction.

(3) The Customer may transfer rights and obligations under this contract to third parties only with riebotec's consent in text form; § 354a HGB remains unaffected. riebotec may transfer the contract to an affiliated company or a legal successor continuing operation of the Software; the Customer is informed and may terminate extraordinarily within six weeks.

(4) The contract language is German. Translations are for information only; the German version prevails.

(5) Should individual provisions be or become invalid or unenforceable, the validity of the remaining provisions is unaffected. The statutory provision applies in place of the invalid provision.

Annexes: Service description of the Packages (current version) · Data Processing Agreement (Annex DPA) with Annexes 1–4 · Price list (current version) · Order form / Early Access agreement.