

Terms and Conditions for IMDS-a2 Services

We process your order based on our Terms and Conditions which are stated below. Please read them carefully. As a matter of course you can save and print them.

1. Initiating the Contract

- (1) By clicking the button „Accept“, the customer agrees to these Terms and Conditions as the basis for the order.
- (2) In order to fulfill services concerning the business connections, DXC Technology (hereinafter referred to as “DXC”) is entitled to realize them via allied companies or sub-contractors.

2. Subject and Term of the Contract

- (1) These Terms and Conditions regulate the delivery of the IMDS-a2 Services by DXC. The scope of the IMDS-a2 Services is the provision of the application software IMDS-a2, which provides access to the DXC IMDS-System via the internet. The license fee includes an automatic update of the application software. The customer is allowed to upload his local processed data to the DXC server, and download data to be processed locally.
- (2) Application Software
 - After providing a binding order, the customer can download the necessary application software for the IMDS-a2 Services from an DXC server and execute it. During the term of the contract DXC grants a non-exclusive, non-transferable license right to use the application software (license). The software package „Java Runtime Environment, JRE“, including Java Webstart, from ORACLE must be locally installed on the customer’s computer system in an appropriate version, before the customer is able to use the application software IMDS-a2.
 - The application software and the documentation shall remain the sole and exclusive property of DXC at all times and may only be used for the intended internal business operations of the customer. A de-compilation or disassembling of the application software is prohibited. A reverse-engineering is strictly forbidden. After termination of this contract concerning the use of the IMDS-a2 Services, the customer is not longer entitled to use the application software. The customer has to ensure that the application software is used in compliance with these Terms and Conditions by each end-user.
 - The customer may make one copy of the application software for the purpose of data security. Copies for other purposes may be made only with the prior written consent of DXC.

- The customer shall be obliged to adopt on all copies the copyright notices existing on the application software. The parties agree that ownership of all copies shall be with DXC. The customer shall be obliged to keep the copies in a safe place, as long as the right to use the application software on which the copy is based is not terminated or has not expired for some other reason.
- (3) The use of the IMDS-a2 Services requires an appropriate IT-infrastructure and system requirements. A description of the minimum standards is available under the menu item “System” on the IMDS Public Pages. In either case an Internet-connection is necessary to access the IMDS server. Any requirements of usage described in this chapter 2.3 are not part of the DXC services and have to be provided by the customer at his own responsibility and cost. The customer is solely responsible that the Java Software package is executable in his IT environment with regard to individual internet firewalls and proxies.
 - (4) After ordering the IMDS-a2 Service the customer gets access to the server to use the IMDS-a2 Services. The access to use the services is granted by a unique User-ID provided by DXC. A transfer of the User-ID to a third party is strictly prohibited.
 - (5) If not otherwise agreed in writing, the contract concerning the IMDS-a2 Services will be valid for a fixed term of twelve (12) months. The term starts with the day of the first availability of the IMDS-a2 service to the user, except a trial period is agreed separately. Before the end of the license period the IMDS-a2 user gets a notification email with the license expiry date and detailed information about the necessary steps for a license renewal. The user acknowledges that the renewal does not apply automatically and that DXC is not obliged to send such a notification. The renewal shall only be valid under the conditions the user follows all steps and DXC sends an according final confirmation.

3. Change of Conditions

Conditions concerning the DXC services may be modified by DXC by written notice. The changes shall come into effect one (1) month after the end of the month in which notice was given.

4. Common Responsibilities of DXC and Customer

DXC will provide the IMDS-a2 Services within the agreed period of time. The customer will perform duties of cooperation and facilitation, and pay the stipulated price in particular. Neither of the parties is liable for the non-performance of its contractual obligations, which are not within their own sphere of influence. The customer accepts that DXC has no influence on the data signaling rate of the internet and within the customer’s infrastructure. In this respect DXC’s liability is excluded.

5. The Customer's Duties to Co-operate

- (1) The customer shall use the services in accordance to the legal and official provisions. This includes protection of data privacy, data security, export of individual and technical data. If necessary, the customer secures himself the needed official or private approbation.

- (2) The customer shall not use the services unlawfully, and not act neither bothering nor unreasonable.
- (3) The customer shall be liable for achieved results concerning the use of the services. The legality of usage is not audited by DXC.
- (4) The customer shall be solely responsible for the content, maintenance status, and propriety of its processed data.
- (5) In case of an infringement of contractual duties and obligations by the customer, DXC is entitled to take one or more of the following measures after setting an appropriate period of time:
 - restriction of access to the services for the duration of violation of the contract,
 - termination of the services with immediate effect,
 - forward the facts to a competent authority.

6. Disclosure of Provided Customer-related Data

- (1) Company Data for the Ordering and Invoicing Process

For the sole purposes of invoicing the IMDS-a2 Services license, DXC shall be entitled to disclose the company data, such as company name and address, provided by the Customer to a third party.

- (2) User-related Data

The customer's company gives its consent that DXC shall be entitled to use the e-mail addresses and telephone numbers provided by the customer's users in order to inform the users about new features or other items related to the IMDS-a2 Services.

7. Material Defects

- (1) As far as contract work is part of the contract, DXC does provide the services as contractually agreed. DXC will rework defects of contract work as far as the customer gives DXC written notice. If DXC can not rework a defect within an appropriate period of time, the customer may reduce the agreed purchase price or withdraw from the concerned service. Withdrawal in cases of minor or insubstantial defects is excluded. Claims relating to this article expire 12 months after the acceptance of the service concerned. Excluded from any warranty are defects which occur because of inappropriate usage, non-compliant encroachments into the application flow, or breach of service conditions by the customer. Any warranty for defects caused by defects or faults from a third party product is expressly excluded.
- (2) DXC does not warrant any uninterrupted and faultless usage of the services by the customer (e.g. downtimes of the server), or the remedy of any defect. The provision of capacity or performance is also excluded.
- (3) DXC does not warrant correctness especially for data provided or stored by the customer or third parties. The customer and/or the third party are solely liable for the correctness and integrity of customer data.

8. Legal Deficiencies

- (1) DXC warrants that the services to be rendered do not infringe any industrial property rights of third parties in Germany.
- (2) If a third party claims a corresponding infringement of industrial property rights against the customer and the customer notifies DXC thereof, DXC shall then at its own option:
 - a) ward off the claim or settle the claim and bear all necessary expenses including the cost of judicial disputes and damage claims of the third party;
 - b) obtain a right of use for the customer; or
 - c) replace the service by such services which do not infringe industrial property rights.
- (3) If an infringement of industrial property rights cannot be eliminated by taking the measures mentioned before, DXC may take back the services rendered and refund the price paid for this. If the infringement of industrial property rights is due to the customer's conduct, in particular changes in services, the laying-down of certain work sequences or use in connection with deliveries and services not rendered by DXC, the customer shall nevertheless pay the fee agreed by DXC for the delivery or performance.

In so far as DXC uses corresponding methods and tools for the rendering of services during the performance period, the customer undertakes not to alter, remove, copy, pass on or disclose to a third party without the prior written consent of DXC any methods and tools handed over to the customer or any accompanying documentation. All rights in the methods and tools used as well as accompanying documentation shall remain solely with DXC.

DXC shall in no way be prevented from developing, acquiring or selling knowledge, techniques or services which the customer is to be provided with under this agreement.

9. Liability

The liability of DXC and its employees and vicarious agents regardless of the legal basis shall be governed as follows:

- (1) DXC shall be liable for damages caused by willful intent or gross negligence.
- (2) In the case of slight negligence, DXC shall not be liable for damages, unless DXC's liability is due to a breach of a material contractual duty ("cardinal duty"). For slight negligence, the liability of DXC is limited to the amount of the annual Service fee for the Services.
- (3) For all cases concerning initial impossibility, DXC shall only be liable if DXC has prior knowledge concerning the obstacle or if the lack of knowledge is based on gross negligence.
- (4) Claims for compensatory damages against DXC will no longer be capable of being asserted 12 month after the claim arises. This does not apply to the liability of DXC by willful intent.
- (5) The aforementioned exclusions, limitations, and restrictions of liability do not apply in case of claims in accordance with the product liability act ("Produkthaftungsgesetz") and for bodily injury or death.

- (6) Customer is liable for contributory negligence. DXC is not liable for damages caused by third parties or customer's improper or illegal use of the services, especially use contrary to operating guidelines.
- (7) DXC is liable for data recovery only if the customer performed all standard and adequate data back-up and security precautions. The customer must ensure that the data to be recovered is contained in a machine-readable format and that it can be recovered with minimum effort.
- (8) The customer shall be obliged to give DXC written notice as soon as customer becomes aware of a situation which may give rise to damage so that DXC has the opportunity to minimize or avoid such damage.
- (9) DXC is not liable for the accuracy or correctness of customer or third party data provided by customer or the third party to DXC.

10. Fees, Conditions of Payment

- (1) All prices are exclusive of value-added tax. Value-added tax shall be charged additionally where applicable.
- (2) The prices for the usage of IMDS-a2 Services will be invoiced once a year in advance.
- (3) The invoice will be transferred to the customer electronically as a PDF-file. Transfer of the invoice by mail, via telex or fax is basically not designated.
- (4) The invoice is due for payment upon receipt into the e-mail inbox of the responsible representative of the customer.
- (5) DXC is entitled to increase the prices by giving three (3) months' notice. The adjustment shall come into effect three (3) months after the end of the month in which notice was given.

11. Withdrawal of Contract

DXC is allowed to withdraw from the contract if the customer did not pay the licensing fee at least sixty (60) days after receiving the letter of confirmation and the invoice. The withdrawal can be declared via email (electronic form) to the customer's representative.

12. Nondisclosure

- (1) The parties to the agreement will treat all of the company and business secrets that they become aware of in connection with the execution of the activity – also and in so far as they refer to third parties – in confidence and will keep them secret from third parties.
- (2) Technical expertise, operating methods, security measures, customer data and purchase sources for goods (called "information" below) are also company secrets.

- (3) The obligation of secrecy and the obligation to treat information, documents and files in confidence also applies vis-à-vis the employees of the respective party to the agreement if they are not included in the collaboration in the company's interest and authorized to handle the matters that involve this.
- (4) The prior, written authorization of the other respective party is required for passing information along to third parties.
- (5) DXC can pass the information along to companies within DXC Corporation if this is necessary for the execution of this agreement; the confidentiality in accordance with this section will be kept in the process.
- (6) The obligation of confidential treatment does not apply to ideas, concepts, expertise and techniques or to information that was already known to the parties to the agreement or that becomes known to the parties to the agreement outside of the collaboration according to the stipulations of this set of agreements.
- (7) The parties to the agreement are released from the obligation of confidential treatment if they have to disclose the information that was obtained due to legal regulations or the orders of entities of the state, but not before the circumstances have been announced in writing to the other respective party to the agreement. If the party to the agreement that is impacted by this files an appropriate appeal against the disclosure of the information, the other party to the agreement will also continue to be bound to its contractual obligation of confidentiality.
- (8) The customer alone will be responsible ("master of the data") for the legality with regard to the processing or use or transfer of personal data in accordance with the order.
- (9) The guarantee of the dependability of the acquisition, storage, processing and use of the personal data transferred by customer is incumbent upon customer alone.
- (10) The parties to the agreement will see to it, in accordance with § 5 of the Federal Data Protection Act, that the employees working for them are obligated in writing to keeping the data secret and are given appropriate instruction in this.
- (11) The comprehensive confidentiality obligations will also continue to exist after the termination of this contractual relationship.

13. Miscellaneous Provisions

- (1) The performance of the service is in accordance exclusively with these Terms and Conditions of DXC. Terms and conditions of the customer are not applicable.
- (2) The customer shall not assign or transfer - except relinquishment of outstanding debts in accordance to §354a German Commercial Code - to a third party rights or duties under this agreement without the prior written approval of DXC.
- (3) If one of the parties renounces or refrains from exercising rights under this agreement, this shall not lead to a waiver of other rights.
- (4) The customer is liable to adhere to all appropriate laws of import and export.

- (5) The agreement is governed by the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods and excluding remnants and references to foreign law.
- (6) Stuttgart / Germany is agreed to be the exclusive place of jurisdiction also in proceedings based on documentary evidence, an unpaid cheque or a bill of exchange.
- (7) Supplementary agreements have not been made. Amendments and supplements to this agreement must be in writing unless otherwise foreseen in this agreement. This form requirement may only be waived by a written agreement.
- (8) Should any part or provision of this agreement be held enforceable or conflicting with the applicable laws, the parties agree to replace such provisions to provisions, which will be as closely as possible reflect the original intention of the parties.