

**General Terms and Conditions for the use of the Mentana-Claimsoft GmbH
FP Sign signature solution including software delivery and maintenance**

1. Scope

- 1.1. The following General Terms and Conditions (hereinafter also referred to as "GTC") apply exclusively to the business relationship between Mentana-Claimsoft GmbH (hereinafter "Provider / Licensor") and the Customer (hereinafter "User / Licensee") in their valid version at the time of conclusion of the contract.
- 1.2. These terms and conditions can be retrieved at any time in the Provider's FP Sign Portal. User terms and conditions that deviate from the general terms and conditions published in the FP Sign-Portal of the Provider are not recognised, unless the Provider expressly agrees to their validity in writing.

2. Subject matter of contract: FP Sign

- 2.1. The Provider offers FP Sign as a portal solution to be used via a browser and as a desktop app, as a mobile app, or as an integrated solution in existing user systems (e.g. CRM and ERP systems), without using a browser. The present GTC for the use of the signature solution FP Sign from Mentana-Claimsoft GmbH govern the contractual relationship between the Provider and the User in relation to all applications mentioned in point 2.1. sentence 1.
- 2.2. The use of FP Sign requires access to the internet. These services are not part of this contract.

3. Conclusion of contract

- 3.1. By submitting the online registration form, the User submits an offer to conclude the FP Sign user agreement. The contract is concluded upon the confirmation of registration by the Provider.
- 3.2. The contract can also be concluded in text form when using the desktop app or the integrated solution.
- 3.3. FP Sign can be used immediately after activation. A claim for registration or conclusion of contract does not exist.
- 3.4. The Provider exclusively concludes contracts with customers who are natural persons if they have unlimited legal capacity and have reached the age of 18. The Provider is entitled to determine the age of the User as part of the identification process according to Section 6.
- 3.5. The Provider shall store data required for the conclusion of the contract and order processing, in particular the email address and possibly also mobile telephone number (mobile tan procedure). The Provider may process and use this data as far as necessary for the conclusion of the contract and the provision of the service. There will be no collection or processing of location data for the purposes of geolocation.

4. Attaching electronic signatures

- 4.1. With the FP Sign signature solution, simple electronic signatures, advanced electronic signatures or qualified electronic signatures are attached to documents (signed). The signing of the documents can be done by the Customer or by the provider (under the

authority of the customer / intermediary). By selecting the option "in power of attorney/intermediary", the customer gives the Provider power of attorney to sign the documents provided by the Customer, while using a signature of the Provider.

5. Activation

5.1. After registration, an FP Sign account will be created for the User. The use of the FP Sign is only possible after the Provider has activated the FP Sign account. Activation takes place as soon

(a) as the User has been clearly identified by the Provider and the identity data of the User has been collected and successfully verified (see point 6.1),

(b) the User has confirmed in writing that they have taken note of the GTC,

(c) the User has successfully completed the activation link in the confirmation email.

6. Identification

6.1. The Provider is obliged to reliably establish the identity of the User if, during the registration process, the User agrees that the Provider shall sign the documents on behalf of the Customer (power of attorney). In the case of natural persons (private customer and authorised representative of the legal person) the provider shall collect and store first and last names, date of birth, address, email address, personal ID (Post Ident method), telephone/mobile number (optional), fax number (optional) and De-Mail address (optional) of the User.

6.2. Identity verification is carried out by the Post Ident procedure, by Video Ident procedure (initiated in the registration process) or by an official ID card containing a photo of the holder and fulfilling the passport and identity card requirements in Germany, in particular on the basis of a passport, identity card or passport or statement of identity recognised or approved in accordance with domestic or foreign law provisions or documents with equivalent security. The identity of the User can also be checked by means of the electronic proof of identity according to Section 18 of the German Act on Identity Cards (*Personalausweisgesetz*) or by means of a qualified electronic signature according to Section 2 No. 3 of the German Digital Signature Act (*Signaturgesetz*).

6.3. In the case of legal persons, partnerships or public bodies, identity is verified by checking the authorised person (or representative) as described in point 6.2.

6.4. The User agrees that the Provider may process or use personal data for identification purposes, which have been collected at an earlier time.

7. Costs and billing

7.1. Costs arise after conclusion of the contract, which are charged to the User.

7.2. The fees for the provision and use of the FP Sign signature solution are based on the price list available in the FP Sign Portal.

7.3. The User will receive an electronic invoice (to the email address given at registration, for example). An invoice by letter is only possible in exceptional cases. A processing fee (see price list) is incurred for the creation and dispatch thereof. Invoicing takes place monthly with retroactive effect. The invoice amounts are usually collected by direct debit. The User

grants the Provider the corresponding direct debit authorisation. The use of the direct debit system is mandatory for private customers.

- 7.4. Objections to the amount of the invoiced fee must be made in writing or by email / De-Mail within one month of receipt of the invoice. The timely dispatch of the objections is sufficient to meet the deadline.

8. Security instructions

- 8.1. The Provider allows the User to access their FP Sign account via a secure login. Registration takes place via email address and password. The password must contain at least 8 characters (including special characters and numbers).

- 8.2. In the event that the User requests an identity confirmation via mobile tan (two-factor authentication) from the countersigning office, the specification of the mobile telephone number is mandatory. However, provision of the counter signature document is also possible without this confirmation of identity.

- 8.3. The service provider offers transport encryption (TLS) as standard. During transport encryption, the transport path from the client to the server is encrypted.

9. Duties and obligations of the User

- 9.1. The User must provide all data required for the registration and, if necessary, identification (see point 5.1) completely and truthfully. Changes to the registration data (e.g. change of address, name change) must be reported to the Provider without delay.

- 9.2. Users must ensure that their access data is protected against unauthorised use by third parties.

10. Use restrictions

- 10.1. By using the FP Sign Website/Services, the User expressly agrees not to perform activities which, at the sole discretion of the Provider:

- are harmful, threatening, abusive, harassing, sexually explicit or pornographic, discriminatory, vulgar, profane?, obscene, offensive, hate speech, violent or inciteful?, violent? or objectionable;
- violate the rights of third parties (including, without limitation, the rights of privacy, copyright, brand, patent, trade secret or other intellectual property or proprietary rights);
- violate federal, state or local laws or regulations;
- misidentify, misrepresent or conceal the association with another person or entity; further prohibited activities are
- access or use of another user's account without his or her permission;
- distribution of computer viruses or other codes, files or programs that disrupt, destroy or restrict the functionality of computer software or hardware or electronic communications devices;
- performance of "Hacks" or accessing another user's confidential records without permission;

- attempt to derive source codes from the website;
- removal, bypass, deactivation or other invasions of security-related features that enforce restrictions on the use of the website;
- all activities (e.g. screen scraping, database scraping, etc.) carried out with the aim of obtaining lists of users or other information;
- selling, renting, lending or otherwise exploiting rights to the website or services

11. Liability of the Provider, warranty rights

11.1. Insofar as the Provider provides telecommunications services to the public for the purposes of the German Telecommunications Act (*TKG*), the Provider is liable for financial losses in accordance with the statutory liability limit of Section 44a of the German Telecommunications Act (*TKG*) only up to an amount of 12,500 euros per user and up to an amount of 10 million euros for all injured parties concerned, per damage-causing event. If the claims of all the injured parties exceed the upper limit in a single damage-causing event, the claims of the individual parties are reduced in proportion to the total damage and the maximum limit. This limitation of liability does not apply if the damage was caused intentionally or through gross negligence by the Provider, its vicarious agents and/or legal representatives.

11.2. If no telecommunications services are provided to the public within the meaning of the German Telecommunications Act (*TKG*), the Provider will be held liable according to the statutory provisions in the event of wilful intent or gross negligence for any damage attributable thereto.

11.3. If the Provider violates a material contractual duty due to simple negligence, i.e. an obligation the fulfilment of which is essential for the proper performance of the contract and on whose observance the contract partner regularly trusts and can rely, which is not connected with the provision of telecommunication services to the public within the meaning of the German Telecommunications Act (*TKG*), the liability for any resulting property damage and financial losses is limited to the foreseeable damage typical to this type of contract. Otherwise, any liability of the Provider in the event of ordinary negligence is excluded.

11.4. The exclusion of liability or limitation of liability in the event of ordinary negligence according to Section 11.2. does not apply ordinary negligence has resulted in injury of the life, body or health. The Provider will then be liable according to the statutory provisions. If damage has been caused by vicarious agents and / or legal representatives of the Provider, this provision shall apply accordingly.

11.5. The Provider may not be held liable for any damage resulting from power outages and delays due to unforeseeable events for which the Provider, its legal representatives or agents are not responsible, such as, in particular, force majeure, labour disputes, riots and armed or terrorist conflicts.

11.6. Legal warranty rights apply.

12. Contract period and termination options

12.1. The FP Sign contract is concluded at the standard rate of 3 months or 6 months for business rates, unless another period is agreed by a separate contract.

- 12.2. The User is entitled to ordinary termination of the FP Sign contract at any time by giving 4-months' notice in writing or by email / De-Mail to the Provider to the end of the contract (see point 12.1), indicating the customer number.
- 12.3. The Provider is entitled to terminate the FP Sign contract with a notice period of 4 weeks to the end of the contract. Termination can be made in writing or by email / De-Mail.
- 12.4. In the event that neither Contracting Party terminates the FP Sign contract by giving notice as provided under Section 12.2 or Section 12.3 the contract shall be deemed renewed for another period of 3 months (standard tariff) or 6 months (business tariff).
- 12.5. The right of both parties to terminate the contract without notice for good cause remains unaffected.
13. **Subject matter of contract: software delivery and maintenance when using the FP Sign Desktop app / mobile app**
- 13.1. The subject matter is the granting of rights of use and exploitation of the FP Sign Desktop app by the Licensor to the Licensee as well as providing maintenance and support for the Licensee in handling the licensed software.
- 13.2. Granting of rights
- 13.2.1. The Licensor hereby grants the Licensee the time-limited right (see point 11GTC) and a simple, non-transferable right to use the licensed software in accordance with these GTC.
- 13.2.2. The right to reproduce the licensed software is limited to the installation of the licensed software on a computer system in the direct possession of the Licensee for the purpose of use and for duplication necessary for the loading, advertisement, expiration, transfer and storage of the licensed software and the right to make a backup copy of the licensed software by a person authorised to do so in accordance with Section 69d Para. 2 of the German Act on Copyright and Related Rights (UrhG).
- 13.2.3. The right to decompress the licensed software is not granted.
- 13.2.4. Further rights of use and exploitation of the licensed software are not granted to the Licensee.
- 13.2.5. Upon request, and if there is legitimate interest, the Licensee will allow the Licensor or a third party commissioned by the Licensee to determine whether the use of the licensed software is within the scope of the rights granted herein; Licensee will use its best endeavours to assist the Licensor in conducting such an audit.
- 13.3. Delivery and Installation of the Licensed Software
- 13.3.1. The Licensor shall grant the Licensee the number of copies of licensed software required to exercise the rights of use and exploitation granted herein, in machine-readable form, according to its choice, either stored on a type of data storage media in common use at the time or transferred by remote data transfer. The Licensee shall receive the documentation as an electronic document in German as well as a copy of the user manual of the licensed software as an electronic document in German. The parties agree that the place of performance for the transfer of the licensed software is the registered office of the Licensor. The Licensee bears all costs and risks associated with the transfer. Upon handover of the licensed software, the risk of transport (in particular the risk of accidental loss or destruction) of the copies of the licensed software passes to the Licensee.

- 13.3.2. The licensed software will be installed by the Licensee on behalf of the Licensor. The Licensee must inform the Licensor in writing about the respective installation locations of the copies of the licensed software. This also applies to any subsequent change of the installation locations.
- 13.3.3. Licensor retains ownership of all copies of the licensed software until full payment of royalties. In the event the Licensee breaches the agreement, in particular defaults payment, the Licensor shall have the right to demand the surrender, at the Licensee's expense, of all copies of the licensed software to which the Licensor has reserved property rights, or, as appropriate, to demand the assignment of such rights to the Licensee against third parties. Upon request, the Licensee will confirm in writing to the Licensor that no copies of the licensed software have been retained and that all installations of the licensed software have been irrevocably deleted from the systems of the Licensee or third parties.
- 13.4. Royalties
- 13.4.1. The royalties for granting the rights granted herein are set out in the valid price list.
- 13.5. Claims for material defects
- 13.5.1. The software provided by the Licensor corresponds essentially to the product description. Claims for defects do not exist in the case of insignificant deviations from the agreed or assumed quality and in case of insignificant impairment of serviceability. Product descriptions are not guaranteed unless otherwise agreed in writing. In the case of update, upgrade and new version deliveries, claims for defects with regard to the innovations introduced by the update, upgrade or new version delivery are limited to claims available under the previous version.
- 13.5.2. If the Licensee requires supplementary performance due to a defect, the Licensor has the right to choose between repair, replacement delivery or performance. If the Licensee grants the Licensor an additional reasonable period of grace, after an initially granted period has lapsed without success, and this second period of grace also passes without result or if a reasonable number of attempts for subsequent improvement, replacement or compensation has remained without result, the Licensee may, in its own discretion and according to the statutory provisions, withdraw from the contract or demand a reduction in price and seek compensation for losses or expenses. Subsequent performance may also be effected by the handover or installation of a new program version or a workaround. If the defect does not negatively or only negligibly affect functionality, the Licensor shall, to the exclusion of further claims for defects, be entitled to remedy the defect through the supply of a new version or an update in the context of its version, update and upgrade plan.
- 13.5.3. Defects shall be reported in writing by means of an understandable version of the defect symptoms and, as far as possible, by written records, hard copies, or other documents illustrating the defects. Defect notifications should make it possible for the error to be reproduced. The Licensee's statutory duties to investigate and notify remain unaffected.
- 13.5.4. In addition, a statutory warranty claim applies, limited to 12 months. The warranty claim begins with the delivery of the licensed software. In the case of the delivery of updates, upgrades and new versions, the warranty claim for these parts begins with each delivery.
- 13.5.5. Claims for damages are subject to the restrictions of Section 13.12.1

- 13.5.6. If the defect is attributable to the defectiveness of the product of a Supplier and if such Supplier does not act as a vicarious agent of the Licensor, but Licensor merely provides the Licensee with a third-party product, then the defect claims of the Licensee shall initially be limited to the assignment of the damage claims of the Licensor against its Supplier. This does not apply if the defect is due to improper handling of the Supplier's product for which the Licensee is responsible. If the Licensee is unable to assert its claims against the Supplier out of court, the subsidiary liability of the Licensor remains unaffected.
- 13.5.7. Alterations or extensions of the services or the delivered goods that are undertaken by the Licensee or any third party shall cause the damage claims of the Licensee to lapse, unless the Licensee proves that the change or extension is not the cause of the defect. The Licensor is also not liable for defects resulting from improper operation, operating conditions or the use of unsuitable equipment by the Licensee.
- 13.5.8. The Licensor may refuse to undertake subsequent performance until the Licensee has paid the agreed remuneration to the Licensor, less that part which corresponds to the economic importance of the defect.
- 13.6. Claims for Legal Defects
- 13.6.1. The software delivered and/or provided by Licensor is free of third-party rights that would prohibit the contractual use thereof. Exceptions to this are customary retentions of title.
- 13.6.2. If such rights are attributable to third parties, the Licensor shall do everything in its power and at its own expense, to defend the software against the asserted third-party rights. The Licensee shall immediately notify the Licensor in writing of the assertion of such third-party rights and shall grant the Licensor all powers of attorney and all authorisations that are necessary to defend the software against the asserted third-party rights.
- 13.7. Should legal defects exist, the Licensor is entitled to choose to either
- 13.7.1. remove through lawful actions the rights, or their assertion, of third parties that adversely affect the contractual use of the software, or
- 13.7.2. modify or replace the software in such a way that it no longer infringes the rights of third parties if and insofar as this does not significantly impair the due functionality of the software, and
- 13.7.3. is obligated to reimburse the Licensee the incurred repayable costs required for taking legal action.
- 13.7.4. If the indemnification pursuant to Section 13.7 fails within a reasonable period of grace established by the Licensee in written form, then the Licensee may, in accordance with the statutory conditions, rescind the contract or seek reduction and compensation.
- 13.7.5. Otherwise, Sections 13.5.4, 13.5.5 and 13.5.8 apply accordingly.
- 13.8. Subject matter of contract: Maintenance
- 13.8.1. The Licensor provides the following services ("Customer Support") based on these terms and conditions:
- Advisory and support services relating to the functions of the licensed software;
 - To deal with errors that occur during the proper use of the licensed software or become apparent in the associated program documentation;

- The provision of updates or upgrades of the licensed software.
- 13.8.2. The services also include the handling of errors or other defects in the licensed software, by the Licensor, regardless of its use by the Customer. Existing warranty claims of the Customer remain unaffected.
- 13.8.3. Within the meaning of these terms and conditions, the handling of errors includes localisation of the cause of errors, fault diagnosis and services that are aimed at correcting the error (especially patches and service packs). The Licensor assumes no responsibility for correcting the error. The Licensor may also choose to provide error handling services by circumventing, updating or upgrading delivery and after consultation with the "Customer", also by delivering a new version.
- 13.8.4. Insofar as the Licensor, on the basis of these GTC, allows computer programs or other copyright-free works to be used, these computer programs and works and the rights of use granted to the User or Licensee shall be subject to the respective license agreement of the maintained software.
- 13.8.5. Customer Support only includes the licensed software that is installed.
- 13.8.6. Not included in the services of Customer Support are:
- Services beyond the agreed periods of support;
 - Services for the licensed software that have been altered by any programming work not performed by the Licensor;
 - Services for computer programs or parts thereof not belonging to the licensed software;
 - Services for the licensed software where the Licensee has not installed the updates or other fixes provided and the reported error therein has already been corrected, unless their installation is regarded as unreasonable by the Licensee for reasons beyond their control;
 - Services for outdated versions of the licensed software, which are no longer maintained by the Licensor and
 - Services that become necessary because the Licensee has not fulfilled its duty to co-operate.
- 13.9. Availability of Customer Support
- 13.9.1 Customer Support is provided between 8:00 am and 5:00 pm on weekdays. The periods of Customer Support are subject to the time zone of the registered office of the Licensor.
- 13.10. Cooperations and obligations of the parties
- 13.10.1. The parties undertake to cooperate closely and efficiently, for which the personal, organisational, professional and technical responsibility of the Licensee is essential, in particular
- to provide proper documentation and information necessary for the provision of the service, regarding in particular, existing equipment, devices, computer programs and computer program parts intended to co-operate with the service;
 - to provide necessary workrooms and work equipment;

- to document errors detected during tests or live operations, in a comprehensible form and to notify the Licensor immediately;
- to make available systems, facilities and staff suitable for cooperation, to the extent necessary to provide services, at its own expense;
- to fulfil the (cooperation) obligations in due time, to perform the (co-operative) actions on time and to submit declarations in due time.

13.10.2. The Licensee must carry out an in-depth analysis of the system environment prior to the error message to ensure that the error is not the result of system components which are not covered by this agreement.

13.10.3. The Licensee shall promptly install updates or carry out other remedial actions provided by Licensor.

13.10.4. The Licensee grants the Licensor the right to use the systems of third parties, as far as this is necessary to provide the services due under these terms and conditions.

13.11. If the Licensee fails to fulfil the tasks within its sphere of responsibility, the Licensor's performance obligations shall be suspended for the duration of the failure if the Licensor's performance obligations cannot be delivered without the fulfilment of the Licensees said tasks, or could only be delivered with a disproportionate degree of effort. In addition, following prior notification of the agreed fee, the Licensee shall also pay the Licensor the additional costs thereby incurred, as calculated on the basis of the relevant applicable man-day rates/hourly rates. This shall not affect any statutory right to terminate in favour of the Licensor.

13.12. Claims for material defects of updates, upgrades and new program versions

13.12.1. Insofar as updates, upgrades, new program versions or other purchased items or work services are delivered or provided to the Licensee within the framework of these GTC, the claims for defects with regard to the updates contained therein, which do not constitute a mere remedy of defects, shall be determined in accordance with the Sections 13.5.2 to 13.5.8.

13.13. Liability, damages

13.13.1. The Licensor is liable for damage incurred in the performance of the contract only in accordance with the following provisions in Sections 13.13.1.1 to 13.13.1.6:

13.13.1.1. The Licensor is liable according to the statutory provisions for intentional or grossly negligent material damage caused by the Licensor, its legal representatives or executives, as well as material damage intentionally caused by vicarious agents; for gross negligence of other vicarious agents, for gross negligence on the part of other vicarious agents, liability shall be determined in accordance with the provisions for slight negligence listed in Section 13.13.1.4 below.

13.13.1.2. The Licensor shall assume liability according to the statutory provisions for damage caused by intentional acts or gross negligence committed by the Licensor, its statutory representatives or vicarious agents, which result in injury of the life, body or health.

13.13.1.3. The Licensor is liable for damage due to the absence of guaranteed properties up to the amount that was covered by the purpose of the guarantee and which was foreseeable by the Licensor at the time it provided such guarantees.

13.13.1.4. The Licensor is liable for product liability damage in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz).

13.13.1.5. The Licensor is liable for damage which result from the violation of cardinal duties by Licensor, its statutory representatives or vicarious agents; cardinal duties are essential obligations that form the basis of the contract, which were decisive for the conclusion of the contract and upon the fulfilment of which the Licensee may particularly rely. If these cardinal duties are violated through mere negligence, then its liability is limited to the amounts that were foreseeable by the Licensor at the time of the respective performance.

13.13.1.6. The Licensor is liable for the loss of data only up to the amount that would have been incurred in proper and regular backup of the data for their recovery.

13.13.1.7. Further liability on the part of the Licensor is excluded.

14. Right of revocation and revocation policy

14.1. **The User may revoke their contractual declaration to conclude the use of the FP Sign service within 14 days, without giving reasons, in writing (e.g. De-Mail, letter, email, fax), stating the customer number. The period shall commence following receipt of this notification in text form, but not prior to conclusion of contract and not before fulfilment of the information obligation of the Provider in accordance with Article 246 § 2 in conjunction with § 1 para. 1 and 2 EGBGB (Introductory Law to the German Civil Code) and not before fulfilment of the information obligations of the Provider in accordance with § 312e para. 1, sentence 1 BGB (German Civil Code) in conjunction with Article 246 § 3 EGBGB. The timely dispatch of the revocation shall be sufficient for compliance with the revocation period. The revocation shall be sent to:**

**Mentana-Claimsoft GmbH
Trebuser Str. 47
Haus 1
15517 Fürstenwalde**

Email: support.@mentana.de

De-Mail: support@mentana.de-mail.de

Fax: +49 3361 -36715092

14.2. **In the event of a valid revocation, the services received on both sides shall be returned and, if applicable, any benefits derived (e.g. interest) be surrendered. If the User cannot wholly or partially return the received services or can do so only in a deteriorated condition, they shall pay compensation to the Provider if applicable. This may result in the User nevertheless having to fulfil the contractual payment commitment for the period up to revocation. Obligations to reimburse payments must be fulfilled within 30 days. The time period begins for the User with the dispatch of their revocation and for the Provider with its receipt.**

End of the revocation policy

15. **Final provisions**

- 15.1. The Provider reserves the right to change these terms and conditions or fees. In this case, the User will be informed in an appropriate, legally permissible manner about the changes by the Provider. If the changes are not objected to in writing or by email/De-mail within six weeks after receipt of the notice at the User, the changes will be considered to have been accepted. When notifying the changes, the Provider will point out this consequence to the User.
- 15.2. If individual provisions, or parts thereof, of these General Terms and Conditions are found to be invalid or unenforceable or become invalid or unenforceable as a result of changes in the legislation after the conclusion of the contract, the remaining provisions shall remain unaffected.
- 15.3. The invalid or unenforceable provisions shall be replaced by valid and enforceable provisions that come as close as possible to the meaning and purpose of the invalid provision. If these General Terms and Conditions are found to be incomplete, such provisions shall be deemed agreed which correspond to the meaning and the purpose of the General Terms and Conditions and of the respective contract concluded between the User and the Provider.
- 15.4. In case of disputes with the Provider regarding the fulfilment of obligations stipulated in Sections 43a, 45 to 46 Para. 2 and Section 84 of the German Telecommunications Act (*TKG*), the User can apply for an arbitration procedure with the German Federal Network Agency (*Bundesnetzagentur*).
- 15.5. According to § 36 para. 1 Verbraucherstreitbeilegungsgesetz ("Consumer Dispute Settlement Act") we hereby state that we will not participate in a dispute settlement procedure before a consumer arbitration board.
- 15.6. The exclusive place of jurisdiction for all disputes arising from or on the occasion of this contract is the place of office of the Provider.
- 15.7. The law of the Federal Republic of Germany applies, excluding the UN Sales Convention (CISG).