

# Terms and conditions for the use of "Mobile ID Manager" via the Internet (Software as a Service)

## 1 Services

- 1.1 The provider shall provide the contractual services, in particular access to the software, in its area of availability (from the data center interface to the Internet). The scope of services, the quality, the intended use and the conditions of use of the contractual services are set out in the current version of the data sheet for BALTECH Mobile ID at , supplemented by the operating instructions for the software (<https://docs.baltech.de/mobile-id-overview>).
- 1.2 Additional services, such as the development of customized solutions or necessary adaptations, require a separate contract.
- 1.3 The provider can provide updated versions of the software.  
The Provider shall inform the Customer of updated versions and corresponding instructions for use by electronic means and make these available accordingly.

## 2 Formation of the contract

- 2.1 A contract for the use of the software is concluded when an administrator account is opened at <https://mobile-id.baltech.de>.
- 2.2 The contract must be concluded by an authorized employee or representative of the customer.

## 3 Scope of use

- 3.1 Upon conclusion of the contract, the provider grants the customer the simple, non-exclusive right to use the relevant administrator account to set up Mobile ID project accounts for the administration of Mobile ID projects.  
A Mobile ID project is characterized by a joint administrative body and a user group that is defined externally, such as a property with different tenants who share the central facilities, or several properties of the same end user.  
The use, resale or rental of a Mobile ID project account for setting up and managing various Mobile ID projects is explicitly prohibited. The Provider points out in particular that the use of separate project accounts is a central requirement for the secure operation of Mobile ID.  
During the term of the contract, the customer may access the contractual services by means of telecommunications (via the Internet) and use the functionalities associated with the software by means of a browser or other suitable application (e.g. "app") in accordance with the contract. The customer shall not receive any further rights, in particular to the software or any infrastructure services provided in the respective data center. Any further use requires the prior written consent of the provider.
- 3.2 In particular, the customer may not use the software beyond the agreed scope of use .
- 3.3 The provider is entitled to take appropriate technical measures to protect against non-contractual use. The contractual use of the services may not be impaired more than insignificantly as a result.
- 3.4 In the event that the scope of use is exceeded by a user in breach of contract or in the event of an unauthorized transfer of use, the customer must provide the provider immediately upon request

with all information available to him to assert claims due to the use in breach of contract, in particular the name and address of the user.

- 3.5 The provider may revoke the customer's access authorization and/or terminate the contract if the customer significantly exceeds the permitted use or violates regulations to protect against unauthorized use. In connection with this, the provider may interrupt or block access to the contractual services. The provider must first set the customer a reasonable grace period to remedy the situation. The mere revocation of access authorization shall not be deemed to be a termination of the contract. The provider can only maintain the revocation of access authorization without termination for a reasonable period of time, up to a maximum of 3 months.
- 3.6 In the case of paid versions, the provider's claim to remuneration for use exceeding the agreed use remains unaffected.
- 3.7 The customer shall be entitled to reinstatement of the access authorization and the access option after he has proven that he has ceased the use in breach of contract and prevented any future use in breach of contract.

## 4 Availability, performance deficiencies

The provider strives to provide permanent system access to the software and services, i.e. 24 hours a day, 365 days a year. However, availability at all times is expressly not guaranteed and is not owed. In particular, access may be temporarily restricted for technical reasons, such as necessary maintenance and repair work. As far as possible, necessary maintenance and repair work will be announced, in particular routine maintenance and repair work. In this context, it should be noted that the software is also available as an on-premises solution.

- 4.1 In the event of only an insignificant reduction in the suitability of the services for contractual use, the customer shall have no claims for defects. The strict liability of the provider for defects that already existed at the time the contract was concluded is excluded.
- 4.2 § Section 578b BGB remains unaffected.

## 5 Data protection

Insofar as the provider has access to personal data of the customer or from the customer's area, it shall act exclusively as a processor and shall only process and use this data for the execution of the contract. The Provider shall comply with the Customer's instructions for the handling of this data. The customer shall bear any disadvantageous consequences of such instructions for the execution of the contract. In order to regulate the provider's handling of the customer's data, an agreement on order processing applies in addition to these GTC, see Annex 1. Information on data protection can also be found in the data protection information.

- 5.1 The customer remains the controller both generally in the contractual relationship and in terms of data protection law. If the customer processes personal data in connection with the contract (including collection and use), the customer warrants that it is authorized to do so in accordance with the applicable provisions, in particular those of data protection law, and shall indemnify the provider against third-party claims in the event of a breach.
- 5.2 The following shall apply to the relationship between the Provider and the Customer: The Customer shall be responsible for the processing (including collection and use) of personal data vis-à-vis the data subject, unless the Provider is responsible for any claims of the data subject due to a breach of duty attributable to it. The customer shall responsibly examine, process and respond to any inquiries, requests and claims of the data subject. This also applies in the event of

a claim against the provider by the data subject. The Provider shall support the Customer within the scope of its obligations.

## 6 Obligations of the customer

- 6.1 The customer must protect the access authorizations assigned to him or the users as well as identification and authentication information from access by third parties and not pass them on to unauthorized persons.
- 6.2 The customer is obliged to indemnify the provider against all claims of third parties due to legal infringements that are based on an illegal use of the subject matter of the service by the customer or are carried out with the customer's approval. If the customer recognizes or must recognize that such an infringement is imminent, there is an obligation to inform the provider immediately.
- 6.3 The customer must use the options provided by the provider to back up his data in his original area of responsibility.

## 7 Non-contractual use, compensation for damages

- 7.1 For each case in which a contractual service is used without authorization in the customer's area of responsibility, the customer shall pay compensation in the amount of the remuneration that would have been incurred for the contractual use within the framework of the minimum contract term applicable to this service. The customer reserves the right to prove that the customer is not responsible for the unauthorized use or that no or significantly less damage has occurred. The provider remains entitled to claim further damages.

## 8 Fault management

- 8.1 The provider shall receive fault reports from the customer, assign them to the agreed fault categories (Section 8 .3) and carry out the agreed measures to analyze and rectify faults on the basis of this assignment.
- 8.2 The Provider shall accept proper fault reports from the Customer during its normal business hours and assign an identifier to each one. At the customer's request, the provider shall confirm receipt of a fault report and provide the assigned identifier.
- 8.3 Unless otherwise agreed, the provider shall assign fault reports received to one of the following categories after initial inspection:

- a) Serious disorder

The disruption is due to a fault in the contractual services that makes the use of the contractual services, in particular the software, impossible or only possible with severe restrictions. The customer cannot reasonably work around this problem and therefore cannot complete tasks that cannot be postponed.

- b) Other disruption

The disruption is due to a fault in the contractual services which restricts the use of the contractual services, in particular the software, by the customer to a more than insignificant extent without there being a serious disruption.

- c) Other notification

Fault reports that do not fall into categories a) and b) are assigned to other reports. Other messages are only handled by the provider in accordance with the agreements made for them.

- 8.4 In the event of reports of serious faults and other malfunctions, the provider shall immediately initiate appropriate measures based on the circumstances communicated by the customer in order to first localize the cause of the fault.

If, after initial analysis, the reported fault does not prove to be a fault in the contractual services, in particular the software provided, the provider shall inform the customer of this immediately.

Otherwise, the provider shall initiate appropriate measures for further analysis and rectification of the reported malfunction or - in the case of third-party software - forward the malfunction report together with its analysis results to the distributor or manufacturer of the third-party software with a request for rectification.

The Provider shall immediately provide the Customer with measures available to it to circumvent or rectify a fault in the contractual services, in particular the software provided, such as instructions for action or corrections to the software provided. The Customer shall immediately adopt such measures for circumventing or correcting faults and shall immediately report any remaining faults to the Provider again if they are used.

## 9 Contact point (hotline)

### 9.1 Contractual services

The provider shall set up a contact point for the customer (hotline). This office processes the customer's inquiries in connection with the technical requirements and conditions of use of the software provided as well as individual functional aspects.

### 9.2 Acceptance and processing of inquiries

A prerequisite for the acceptance and processing of inquiries is that the customer designates to the provider appropriately qualified professional and technical personnel who are assigned internally by the customer to process inquiries from users of the software provided. The Customer shall be obliged to submit inquiries to the hotline only via this personnel designated to the Provider and to use forms provided by the Provider. The hotline shall accept such inquiries by e-mail, fax and telephone during the Provider's normal business hours.

The hotline shall process proper inquiries in the normal course of business and answer them as far as possible. The hotline may refer to documentation and other training resources available to the customer for the software provided in order to provide an answer. If a response by the hotline is not possible or not possible in a timely manner, the provider shall - if this has been expressly agreed - forward the inquiry for processing, in particular inquiries regarding software not produced by the provider.

Additional services provided by the hotline, such as other response times and deadlines, as well as on-call services or on-site visits by the provider to the customer, must be expressly agreed in advance.

## 10 Contract term and termination of contract

- 10.1 The contractually agreed services shall be provided from the conclusion of the contract (see section 2).

- 10.2 Project accounts in the free version can be deleted by the customer at any time. Paid versions can be terminated with a notice period of 4 weeks to the end of the year. If this is not done, the contract shall be extended by a further year.
- 10.3 The right of each contracting party to extraordinary termination for good cause remains unaffected.
- 10.4 Any notice of termination must be made in writing to be effective. Section 8.4 of the General Terms and Conditions for BALTECH Mobile ID shall apply.
- 10.5 The customer shall back up its data on its own responsibility in good time before termination of the contract. For data protection reasons alone, the customer will generally no longer be able to access these databases after termination of the contract.

## 11 Validity of the general terms and conditions

- 11.1 In addition, the general terms and conditions for BALTECH Mobile ID apply.

**Important note:** This is a translation of the original German document. Only that original is legally binding. No legal claims or titles result from this English translation.

## History

Version	Date	Description
1.0	19.07.2024	Initial version