

2024-11-15

UseGroup Inh. Jochen Stärk • Huswertstr. 14 • 60435 Frankfurt

Jochen Stärk

Huswertstr. 14

60435 Frankfurt

between

the service provider Jochen Stärk (sole proprietorship), Huswertstr. 14, 60435 Frankfurt, Germany, hereinafter referred to as "Usegroup" and the customer <name> <address>, hereby agree to the following

Maintenance contract

As of January 1st, 2025, usegroup will take over maintenance and support for the e-procurement software "Mustangproject" as well as the "Mustang Server" and "Mustang .net".

§1 In addition to the further development, usegroup is in particular responsible to pay attention to any security issues that may have been discovered and to inform the customer regularly about relevant changes (updates in particular in case of security issues or legal changes new obligatory versions of standards like XRechnung).

§2 Included are two support hours/year in English or German language. This annual support quota can be used for validation, software or development support, as well as for training. It expires if not used. These hours can be carried out by "usegroup" employees or suitable external persons commissioned by Usegroup. Additional support hours can be purchased in consultation at the reduced price of 100 €. Transmitted data within this support, in particular invoice and/or customer data, will be treated confidentially.

§3 Within the scope of Mustang Server, access to the service, access to API management, if any, as well as the use of up to 1,000 operations/month is included.

§4 Within the scope of all products (Mustang+Java, the Quba e-invoice viewer, the Mustang command line tool, the Mustang validator, Mustang Server) commercial distribution is permitted, especially within the scope of this agreement. Additional open source dependencies may apply, specifically for example the software "Ghostscript" within Mustang.net.

The following additional contract options are applied

☐ High traffic, ☐ Investment security, ☐ Service level agreement, ☐ Liability agreement,
☐ confidentiality agreement, ☐ on premises version of the API.

§5 This agreement may be terminated by either party at the end of the respective month. The service provider shall charge the customer € 848 net per year for support, maintenance and software. Upon conclusion of the agreement or termination, a pro rata monthly calculation shall be made.

Additional costs for the options: Annually _____ € net.

An invoice is sent after cancellation or regular yearly for the past year between January first and 10th.

Frankfurt, the 15.11.2024

usegroup (Jochen Stärk)

<customer> the

Appendix 1: Data processing agreement for Mustang Server.

§ 1 Subject and duration of the processing

The provider processes personal data on behalf of the customer. The subject of the processing can be address data, contact information, bank credentials and/or information about ordered goods or prices of the customer for sending or receiving electronic procurement messages. The duration of this processing corresponds to the term of the service agreement. The provisions on termination of the service agreement shall also apply to this contract. Both parties are entitled to terminate this agreement. Furthermore, the parties agree that previous contracts for data processing shall be terminated by mutual consent upon conclusion of this agreement.

§ 2 Specification of the processing

(Scope, nature and purpose of data processing, type of data, group of data subjects)

The scope, nature and purpose of data processing are limited to the use of invoice or order data for processing incoming and outgoing invoices and orders. The subject of the processing of personal data is customer data from the recipient as well as supplier information. The parties affected by the handling of their personal data within the scope of this order are customers, their invoice/order recipients, business contacts and interested parties. The types of data processed and the categories of data subjects are set out in §15 of this contract.

§ 3 Technical and Organizational Measures, Impact Assessment

The provider is obligated to document the technical and organizational measures required pursuant to Art. 32 GDPR prior to the start of the collection, processing, or use of the personal data - with particular regard to the specific execution of the order - and to make this documentation available to the customer upon request. The technical and organizational measures required in accordance with Art. 32 DSGVO are listed for the aforementioned purpose in the data security concept attached as Annex 1 and are part of this Agreement. The technical and organizational measures are subject to technical progress and further development; in this respect, the provider is permitted to implement alternative adequate measures, provided that this does not fall below the security level of the specified measures. The provider shall take technical and organizational measures to ensure the confidentiality, integrity, availability and resilience of the systems and services in connection with the processing on a permanent basis. The customer is aware of these technical and organizational measures and is responsible for ensuring that they provide an appropriate level of protection for the risks of the data to be processed.

§ 4 Correction, deletion and blocking of data

The provider shall only correct, delete or block the personal data collected, processed or used on behalf of the customer upon instruction by the customer or affected parties. Any costs incurred for this shall be borne by the customer.

§ 5 Data protection control and duty to inform

The service provider has the following duties according to Art. 28 ff DSGVO:

- Written appointment - if required by law - of a data protection officer. The contact details of the data protection officer will be provided to the client upon request.
- Maintaining the confidentiality of the data in accordance with Art. 29 DSGVO. All persons who have access to the customer's personal data (or that of recipients of the customer) in accordance with the order shall be obligated to maintain the confidentiality of the data and shall be instructed on the special data protection obligations resulting from this order as well as the existing instruction and purpose limitation.
- Immediate information of the customer about control actions and measures of the supervisory authority according to Art. 57 GDPR. This also applies insofar as a competent authority investigates the provider pursuant to Art. 83 of the GDPR.
- Reporting to the provider in all cases where the provider or persons employed by the provider or subcontractors have violated the customer's personal data protection regulations or the provisions of the contract. This shall also apply in the event of loss or unlawful transmission of or knowledge of personal data and in the event of serious disruptions of the operational process, suspected other violations of regulations for the protection of personal data or other irregularities in the handling of personal data of the customer.
- The performance of contract control by means of regular audits by the contractor with regard to the execution or fulfillment of the contract, in particular compliance with and, if necessary, adjustment of regulations and measures for the execution of the contract.

§ 6 Subcontracting relationships

The provider shall be entitled to use subcontractors for the performance of the service agreement and/or this contract. The customer shall be informed of subcontractors, consent to their duties shall be deemed to have been granted for the subcontractors engaged at the time of conclusion of the contract. The list of subcontractors is contained in Annex 2. Consent shall also be deemed to have been granted if

- the customer is informed of the identity of the subcontractor in text form (Annex 2)
- the contractual agreements with the subcontractor are designed in such a way that they comply with the data protection provisions in the contractual relationship between the client and the contractor
- in the event of subcontracting, the customer is granted control and inspection rights in accordance with this agreement. This includes, in particular, the right of the customer to receive information from the provider upon written request about the essential content of the contract and the implementation of the data protection-relevant obligations in the subcontracting relationship, if necessary by inspecting the relevant contractual documents.
- the client has not objected in writing within one week of notification.

The customer may only object to the involvement of a subcontractor for good cause. If a subcontractor provides the agreed service outside the EU/EEA, the provider shall ensure the permissibility of the processing under data protection law by means of appropriate measures, in particular by means of the standard data protection clauses of the Commission pursuant to Art. 46 DSGVO. Subcontracting relationships within the meaning of this provision does not include services which the Contractor uses from third parties as an ancillary service to support the performance of the order. These include, for example, telecommunication services, maintenance and user service, cleaning staff, auditors or the disposal of data carriers. However, the provider shall be obligated to enter into appropriate and legally compliant contractual agreements and to take control measures to ensure the protection and security of the customer's data, even in the case of ancillary services contracted out to third parties.

§ 7 Duties of the client

The provider is solely responsible for compliance with the statutory provisions on data protection, in particular for the lawfulness of the data processing by the provider, and is thus the "responsible party" within the meaning of Art. 4 No. 7 DSGVO. The responsibility also and in particular concerns any obligation to maintain a directory pursuant to Art. 30 DSGVO and the information obligations pursuant to Art. 12 - 14 DSGVO. In the event of a claim against the provider by a data subject with regard to any claims under Art. 82 GDPR, Section 8 (9) shall apply accordingly. The provider shall inform the customer without undue delay if he discovers errors or irregularities in connection with the processing of personal data of the client. The provider shall name to the contractor the contact person for data protection issues arising within the scope of the contract.

§ 8 Authority of the customer to issue instructions/Duties of the provider

(1) The provider may only process data of data subjects within the scope of the order and the instructions of the customer, unless an exceptional case of Art. 28 (3) a) DSGVO exists. The customer reserves a comprehensive right to issue instructions on the type, scope and procedure of data processing within the scope of the order description agreed in this agreement, which it may specify by means of individual instructions. Changes to the object of processing and procedural changes must be jointly agreed and documented. The provider may only provide information to third parties or the data subject with the prior written consent of the customer. Instructions not provided for in the contract shall be treated as a request for a change in performance. If the customer issues individual instructions regarding the handling of personal data that go beyond the contractually agreed scope of services, the costs incurred as a result shall be borne by the customer. The customer shall immediately confirm verbal instructions in writing or by e-mail (in text form). The provider shall not use the data for any other purposes and shall in particular not be entitled to pass them on to third parties. Copies and duplicates shall not be made without the knowledge of the customer. Exceptions to this are backups, insofar as they are necessary to ensure proper data processing, as well as data that is required with regard to compliance with statutory retention obligations. The provider is obliged to use the personal data provided exclusively for the contractually agreed service unless there is an exceptional case within the meaning of Article 28 (3) a) DSGVO. The provider shall inform the customer without undue delay if he is of the opinion that an instruction violates applicable laws. The provider may suspend the implementation of the instruction until it has been confirmed or amended by the customer. The provider does not have to implement instructions that are obviously contrary to data protection.

(2) To the agreed extent, the provider shall support the customer within the scope of its possibilities in fulfilling the requests and claims of data subjects pursuant to Chapter III of the GDPR and in complying with the obligations set forth in Art. 33-36 of the GDPR. For the provision of these support services, the provider charges of 100 euros per working hour or part thereof.

(3) The provider warrants that the employees involved in the processing of the customer's data are prohibited from processing the data outside the scope of the instruction. Furthermore, the provider warrants that the persons authorized to process the personal data have committed themselves to confidentiality or are subject to an appropriate statutory duty of confidentiality. The confidentiality/confidentiality obligation shall continue to exist after termination of the contract.

(4) The provider shall inform the customer without undue delay if it becomes aware of any violations of the protection of personal data of the customer. The provider shall take the necessary measures to secure the data and to mitigate any possible adverse consequences for the persons concerned and shall consult with the customer on this without delay.

(5) The provider shall inform the customer of the contact person for data protection issues arising within the scope of the contract.

(6) The provider warrants to comply with its obligations under Article 32 (1) d) of the GDPR to implement a procedure to regularly review the effectiveness of the technical and organizational measures to ensure the security of the processing.

(7) The provider shall correct or delete the data that is the subject of the contract if the customer instructs it to do so and this is covered by the scope of instructions. If a deletion in compliance with data protection or a corresponding restriction of data processing is not possible, the provider shall undertake the destruction of data carriers and other materials in compliance with data protection on the basis of an individual order by the customer or return these data carriers to the customer, unless already agreed in the contract. For the provision of these support services, the provider charges a fee of 100 euros per working hour or part thereof. In special cases to be determined by the customer, media handovers shall take place. A remuneration as well as protective measures are to be agreed upon separately for this, if not already agreed upon in the contract. For the provision of these protective measures, the provider charges a remuneration of 100 euros per working hour or part thereof. The costs for the business storage of data are determined by the size of the data as well as the duration of the storage. Insofar as storage is desired, an individual contractual provision shall be made in this regard.

(8) Data, data carriers and all other materials shall be either disposed or deleted at the request of the customer after the end of the order. If additional costs are incurred due to deviating specifications for the return or deletion of the data, these shall be borne by the customer.

(9) In the event of a claim being made against the customer by a data subject with regard to any claims pursuant to Article 82 of the GDPR, the provider undertakes to support the customer in defending the claim within the scope of its possibilities. For the provision of these support services, the provider again charges a fee of 80 euros per working hour or part thereof.

§ 9 Requests from affected persons

If a recipient of customer documents approaches the provider with requests for correction, deletion or information, the Contractor shall refer the data subject to the customer, provided that an assignment to the customer is possible according to the data subject's information. The provider shall immediately forward the

request of the data subject to the customer. The provider shall support the customer within the scope of its possibilities upon instruction as far as agreed. The provider shall not be liable if the request of the data subject is not answered by the customer, not answered correctly or not answered in due time.

§ 10 Deletion of personal data after termination of the underlying order

After completion of the contractual work or earlier upon request by the customer - at the latest upon termination of the service agreement - the provider shall hand over to the customer all documents that have come into its possession, processing and utilization results that have been created, as well as data files that are related to the contractual relationship, or shall destroy them in accordance with data protection requirements after prior consent. The same shall apply to test and reject material. The protocol of the deletion shall be submitted upon request. Documentation that serves as proof of orderly and proper data processing shall be kept by the provider beyond the end of the contract in accordance with the respective retention periods. The provider may hand them over to the customer at the end of the contract in order to discharge the provider.

§ 11 Verification options

(1) The provider shall prove compliance with the obligations set forth in this agreement to the customer by appropriate means.

(2) If, in individual cases, inspections by the customer or an inspector commissioned by the customer are necessary, these shall be carried out during normal business hours without disrupting operations after notification and taking into account a reasonable lead time. The contractor may make such inspections dependent on prior notification with a reasonable lead time and on the signing of a confidentiality agreement with regard to the data of other customers and the technical and organizational measures that have been set up. If the inspector appointed by the customer is in a competitive relationship with the provider, the provider shall have the right to object to this. The provider shall demand a remuneration in the amount of 600 euros per working day for the support in the performance of an inspection. The expenditure of an inspection is limited for the provider in principle to one day per calendar year.

(3) Should a data protection supervisory authority or another sovereign supervisory authority of the customer carry out an inspection, Paragraph 2 shall apply accordingly in principle. The signing of a confidentiality agreement shall not be required if this supervisory authority is subject to professional or statutory confidentiality where a violation is punishable under the German law.

§ 12 Reference to legally compliant behavior

The customer points out that no advertising may be sent by the provider in violation of legal regulations. The provider shall bear the responsibility for the permissibility of the data collection, processing and use. This shall also apply to the obligation of the provider under the Act against Unfair Competition (in particular under Section 7 UWG). In addition, the customer points out to the provider's obligation to maintain telecommunications secrecy in accordance with the Telecommunications Act (§ 88 TKG).

§ 13 Information obligations, written form clause, jurisdiction and governing law

(1) If the customer's data at the provider is endangered by attachment or seizure, by insolvency or composition proceedings or by other events or measures of third parties, the provider shall inform the customer thereof without undue delay. The provider shall immediately inform all persons responsible in this context that the sovereignty and ownership of the data lies exclusively with the customer as the "responsible person" within the meaning of the General Data Protection Regulation.

(2) Amendments and supplements to this standardized agreement and all of its components - including any warranties of the Contractor - require a separate, written agreement and the express indication that it is an amendment or supplement to this agreement. This shall also apply to the waiver of this formal requirement. An agreement in electronic format (text form) shall also be recognized by the contracting parties as effective.

(3) Should individual parts of this contract be invalid, this shall not affect the validity of the rest of the contract. Instead of the ineffective parts, the corresponding legal regulation shall apply.

(4) German law shall apply.

(5) The place of jurisdiction is Frankfurt am Main.

§ 14 Liability and Compensation

The provider and the customer shall be liable to data subjects in accordance with the provision set out in Art. 82 GDPR.

§ 15 Data

The following types of personal data are processed under this agreement.

- Invoice, delivery and payment addresses of service providers and customers, name, email, telephone number and general contact data of contact persons

- Bank and account details when indicated on order or invoice

Annex 2: List of subcontractors

Hosting at:

Hetzner Online GmbH
Industriestr. 25
91710 Gunzenhausen

Annex 3: Contact person for data protection issues arising under the contract

Data protection officer: None (according to §38 BDSG, non-public body, less than 20 persons permanently involved in the automated processing of personal data).

Contact for data protection issues: Jochen Stärk, jstaerk@usegroup.de