

# VISUS GTC

General Terms and Conditions  
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## **VISUS Group**

### General Terms and Conditions

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## § 1 General Provisions

1. The following companies belong to the **VISUS Group** within the meaning of these General Terms and Conditions (GTC):
  - VISUS Health IT GmbH and its subsidiaries
  - VISUS IT Services GmbH
  - VISUS IT Solutions AG (Switzerland)All services, deliveries and other types of performance provided by a company within the VISUS Group to its customers shall be based on these GTC.
2. These GTC apply exclusively; any alternative GTC of the customer shall not apply, even if VISUS does not specifically reject their validity. These GTC shall also apply even if VISUS is aware of conditions of the customer which conflict with or deviate from these GTC and nevertheless provide its services or carry out deliveries.
3. These GTC only apply to commercial enterprises.
4. These GTC shall also apply to all future business with the customer.

## § 2 Definitions

1. The **customer** is the recipient of the delivery or service and – if the service is subject to a charge – the party that shall be obliged to ensure payment.
2. The **contractor** is the company within the VISUS Group acting as the supplier or service provider. This specific company within the VISUS Group shall also be referred to as **VISUS** in these GTC.
3. **JiveX** shall be the software developed by VISUS.
4. A **bug** – also referred to as a defect – within the meaning of software maintenance, which alone forms the basis for claims against VISUS, shall only be a mistake in the software. Bugs within the meaning of the previous sentence shall be corrected by **bug fixes**. This shall refer to the correction of any anomalies in the structure or function of the software negatively affecting the system. **Bug categories** are defined in Article 9 (Bug Categories).
5. **Updates** are updated versions of the respective version status and licensed range of functions of the software containing minor improvements – including structural improvements as well as corrections – and requiring an agreement on **software maintenance**.
6. **Upgrades** represent significant improvements which go beyond updates, as well as technical updates of the respective version status and licensed range of functions of the software. The provision of upgrades shall also require an agreement on **software maintenance**.

## § 3 Field of Application

1. The field of application of these GTC shall comprise in particular
  - a. the sale, delivery and licensed provision of JiveX software,
  - b. JiveX projects, including a combination of the sale and delivery of JiveX software, third-party software and hardware on the one hand, and related services in the fields of consulting, project management, installation, commissioning, training, maintenance and care on the other,
  - c. the transfer of use of JiveX software and third-party software in connection with services of the operator and performance guarantees/SLAs (Managed Services), as well as obligations under long-term contractual obligation and
  - d. the conclusion and implementation of JiveX software maintenance and support services agreed with VISUS.
2. In all other respects these GTC shall also apply to all other services provided by VISUS.

## § 4 Performance of Services

1. The scope of the services due is stipulated by the individual conditions of the accepted offer and the technical product and/or specification of services, as well as the other applicable provisions concluded between the customer and VISUS.
2. The customer and VISUS undertake to record in writing all additions to the scope of services in accordance with the agreements that have been concluded. The provisions of these GTC shall apply to all supplementary orders.

## § 5 Term of Contracts; Termination

1. The term of service agreements or continuing obligations – in particular for JiveX software maintenance and software support – is stipulated in every offer that is accepted. If no alternative agreement has been concluded, a term of 24 months shall apply, starting from the date of commissioning. The above shall not be affected by alternative contract terms of other manufacturers or upstream suppliers.
2. The term for licence extensions shall correspond to the term of the associated basic contract, i.e. the term is not extended in the case of extensions to the basic installation, unless this has been expressly agreed.
3. The contractual relationship may be terminated in writing to the end of the term not later than three months before the end of the term. Otherwise, the term shall be extended by one year in each case.
4. The right to extraordinary termination for good cause shall remain unaffected.

## § 6 Remuneration

1. All price quotations in the accepted offer or otherwise in price lists or in price quotations shall be understood to be net plus value added tax at the respective statutory rate.
2. If the customer is in default of payment, the statutory default interest shall also become due. Further claims for damages or other claims of VISUS shall remain unaffected by this.
3. A set-off by the customer against claims of VISUS shall only be permitted if the customer's claim is undisputed or has been legally established. The above shall apply to any right of the customer to refuse performance or exercising of a right of retention.
4. VISUS shall always be authorised to exercise a right of retention. If an invoice is not paid after two reminders, VISUS shall be entitled to stop all further services associated with the entire contractual relationship with the customer. Other rights of VISUS shall be reserved.
5. Additional costs associated with the order, such as travel and overnight accommodation expenses, shall be invoiced separately unless otherwise agreed.
6. The costs for cancellations of any kind by the customer shall be charged to the customer. Further details are defined in Article 12 (hindrance and interruption; order cancellation).
7. Subject to other individual price agreements between the customer and VISUS, the current VISUS list prices at the time of invoicing, made available on request, shall apply. In the alternative, the customary local, commensurate prices shall apply in relation to the registered office of VISUS.
8. Insofar as personnel and material costs increase for VISUS, VISUS may adjust the price in a customary and appropriate manner, but for the first time not before twelve months have elapsed after the conclusion of the contract and thereafter not more than once a year. The customer shall be notified individually in writing of any price change at least four weeks in advance.
9. VISUS shall be entitled to invoice the customer electronically for services rendered.

## § 7 General Liability

VISUS shall be liable to the customer for any reason and in any amount for any circumstances covered by the following provisions:

1. In the event of damage resulting from injury to body or health, the liability shall also be unlimited in terms of amount in case of a simple negligent breach of duty by VISUS or by a legal representative or vicarious agent of the company.
2. Also unlimited in terms of amount shall be the liability for damage attributable to serious corporate negligence on the part of VISUS, as well as for damage caused by the absence of a property guaranteed by VISUS.
3. VISUS shall also be liable for damage resulting from the breach of cardinal obligations by VISUS, its legal representatives or vicarious agents. Cardinal obligations are the essential obligations forming the basis of the contract which were decisive for the conclusion of the contract and on the fulfilment of which the customer may rely. If VISUS has breached these cardinal obligations as a result of slight negligence, the liability shall be limited to the amount which was foreseeable for VISUS at the time of the respective performance and unavoidable for the customer. VISUS shall only be liable for damage or disadvantages relating to assets or objects caused by the contractual JiveX software if this/these were caused intentionally or by gross negligence. The liability shall be limited to the foreseeable damage.
4. Any further liability for damages shall be excluded unless stipulated by law in an inalienable form; in this respect, excluding, for example, any liability without fault.
5. Legally mandatory liability according to product liability law or mandatory liability according to the legal requirements for medical devices shall remain unaffected by the above provisions.
6. In the event of contributory negligence on the part of the customer with respect to a case of damage, the liability ratio shall be determined as the relationship between the respective contributions to the fault. In all other respects the customer shall be obliged to ensure damage mitigation.
7. In the case of defects/errors in the services of other manufacturers or upstream suppliers which VISUS is not able to correct for licensing or actual reasons, VISUS shall - at its own option - either assert the warranty claims against the respective manufacturer/supplier/upstream supplier for the account of the customer or assign them to the customer.
8. Responsibility for the accuracy and completeness of data to be processed with the JiveX software shall lie with the customer. The customer shall also be responsible for regularly checking the data, performing the data back-up and complying with the statutory regulations for long-term archiving.
9. The task of VISUS shall be limited to the provision of the JiveX software for the administration, archiving and provision of the entire data. Liability for the loss of data shall be limited to the typical restoration effort applying in the case of the regular and risk-appropriate creation of back-up copies.
10. The customer shall indemnify VISUS from all third-party claims and reimburse VISUS for all damage that VISUS incurs due to infringements of the law, in particular due to illegality and/or third-party rights due to stored data.
11. Insofar as any malfunctions occur which cannot be clarified via the telephone hotline, VISUS shall have the right to deliver a corrected version within a reasonable period of time. There shall be no entitlement to a free on-site service. At the discretion of VISUS, the corrected version can be provided as a bugfix, update or upgrade.

12. Liability shall be excluded for
  - a. downtimes which are not within the sphere of influence of VISUS, in particular network failures of the telecommunications network operators or energy suppliers or DNS routing problems,
  - b. downtimes for which the customer is responsible, in particular problems in the IT infrastructure; also including downtimes caused by third parties, as well as
  - c. downtimes in agreed maintenance windows.
13. For the liability claims of the customer, the liability provisions of the JiveX software licence conditions shall be subordinate to the above.

## § 8 General Duties to Cooperate

1. The specific co-operation conditions of the respective contractual relationship shall apply with precedence, with the following provisions being subordinate and supplementary.
2. The obligation of the customer to cooperate shall include
  - a. the punctual execution of the preparatory work (e.g. provision of interfaces with respect to the modalities and IT systems),
  - b. the provision of the necessary documents and information (e.g. description of the customer's workflows),
  - c. the specialist, technical and personnel support by the customer which is important for the provision of the services by VISUS (e.g. coordination of deadlines, qualification and powers of the project employees of the customer),
  - d. ensuring the correct functioning and continuous operation of the infrastructure, hardware and network components provided by the customer (e.g. network connection, uninterruptible power supply, air conditioning, physical access security, fire protection),
  - e. taking the usual state-of-the-art security measures for hardware and software (virus protection, use of firewalls, regular system checks for viruses, Trojans, etc.) and ensuring that no viruses are transmitted,
  - f. carrying out the maintenance work described in the user manuals falling under the area of responsibility of the administrator,
  - g. as well as participation in the acceptance test according to Article 10 (Project and Service Acceptance).
3. The obligations to co-operate referred to in item 2 above are essential contractual obligations. In addition to the existence of other pre-requisites for claims, their existence shall be required for the assertion of contractual claims on the part of the customer. VISUS shall not be obliged to check the fulfilment of the customer's obligations to cooperate, in particular the obligations referred to in items 1 and 2 above. The customer shall bear responsibility for the accuracy, completeness, clarity and timely availability of all information in this respect.
4. If the delayed or inappropriate co-operation of the customer results in deviations in the performance of the service by VISUS, any resulting additional costs and the resulting disadvantages shall be at the expense of the customer.
5. The customer shall report any malfunctions, bugs or damage immediately, accurately and in full. In this respect, the customer shall be subject to the statutory obligation to examine and give notice of defects. The corresponding notification may be submitted verbally/by telephone or in writing by email exclusively to the **VISUS Helpdesk**.
6. In order to ensure that users are informed about safety-related problems in medical devices, the legal regulations covering medical devices stipulate that all health care facilities or health care professionals to which/whom a product has been supplied must be identified within the supply chain. For this reason, a health care facility or trader must inform VISUS about the new contact persons if a medical device is passed on by VISUS.

## § 9 Bug Categories

1. The following bug categories shall apply in order to distinguish between important and unimportant bugs:
  - A. The bug shall prevent the execution of productive operation and/or the proper execution of individual, important working steps in a productive operation (**bug category A**).
  - B. The bug shall prevent the correct execution of individual steps in a productive operation; however, it does not affect all productive operations (**bug category B**).
  - C. There is a bug present which does not result in the impairments referred to under A and B. The bug shall not prevent a productive operation from being carried out (**bug category C**).
2. If the customer does not provide any further information, bug category C shall apply in each case.

## § 10 Project and Service Acceptance

1. Completed work performance items must undergo an acceptance test. Services, in particular consulting and support services, shall not be accessible to an acceptance test unless the need for acceptance of the service has been expressly stipulated. The acceptance test of the services rendered by VISUS shall be carried out in each case – in the absence of alternative agreements – with regard to the self-contained parts of the respective order or independently usable (partial) services. (Partial) acceptance shall be deemed to have been carried out successfully if the components provided for in the respective section of the specification of services in the offer have been provided. As a result, the legal effect of the acceptance test for the (partial) service shall take effect.
2. In the case of partial services, the functional test shall be limited to this. With the last partial service undergoing the acceptance test, a functional test, including all partial services shall determine whether the agreed interaction of the overall service has been achieved.
3. VISUS shall declare **operational readiness** in writing after completion of the (partial) service. Unless an alternative agreement has been concluded, this time shall correspond to the time of **commissioning** by the customer. Licence extensions are automatically considered ready for operation when the licence key is installed.
4. The customer shall carry out acceptance tests for finished (partial) services unless there are category A or B bugs present preventing an acceptance. All reported defects shall be recorded in a log.
5. All defects for which notice was given at the time of **acceptance** shall be recorded in the log in accordance with the bug categories and give reason to the presumption that no further defects were present.
6. If the customer does not take part in the acceptance test and no acceptance test is carried out within 30 days, the service provided by VISUS shall be considered to be free of defects. The service shall also be deemed to have been rendered free of defects as soon as the customer uses the functions which are intended for use in operations for which the product was purchased without notifying VISUS of any defects. The decisive factor for the operational function in this respect shall be the contractual documents, including any resulting intended use.
7. In the absence of a separate agreement with VISUS, the integration of the services into the customer's production process shall be incumbent solely upon the customer itself.

## § 11 Rights of the Customer

1. For claims of the customer against VISUS due to the defectiveness of the deliveries, performance and services provided by VISUS, the limitation period shall be one year – also with regard to all resulting additional rights.
2. The limitation period shall commence at the time of commissioning, or otherwise from the point in time at which the customer became aware of the reasons giving rise to the claim or could have become aware of them without gross negligence.
3. Only with a bug of the category A or B the deadline for claims due to defects shall be suspended by an error message. No suspension shall occur with respect to other bugs.

## § 12 Hindrance and Interruption; Order Cancellation

1. If VISUS does not provide the agreed services in time or at all due to a labour dispute, riot, power interruption or other circumstances which are beyond the control of VISUS – or as a result of force majeure – VISUS shall not be subject to any adverse legal consequences. The above shall also apply to subcontractors of VISUS if the hindrance or interruption occurs for reasons referred to in this paragraph. After the interruption or hindrance has ended, VISUS shall fulfil the contractual services within reasonable periods – taking into consideration the operational possibilities available. All deadlines shall be extended accordingly.
2. If VISUS sees itself hindered in the proper execution of the assumed services, VISUS shall inform the customer of this fact immediately. Insofar as it becomes apparent at what point in time the service can be resumed, this must be communicated to the customer. Execution periods shall be extended to a reasonable degree if VISUS is not responsible for the hindrance (including acts of co-operation on the part of the customer which are not provided at all or not in due time).
3. If there is a hindrance to the performance of the customer lasting one month and performance cannot be rendered within another two months – at least as far as it is foreseeable – VISUS may reject further performance after appropriate notification and the setting of a grace period. VISUS shall then be entitled to the agreed remuneration on a pro rata basis. If the cause of the hindrance or interruption ceases to apply, the customer shall inform VISUS accordingly.
4. The customer shall not be entitled to **cancel an order** it has placed without the consent of VISUS. If the customer does so – unjustifiably – it shall nevertheless be obliged to pay compensation for the damage resulting from the loss of performance.  
If the customer cancels services already ordered with mutually confirmed dates, the loss of performance shall be charged for at a flat rate according to the following scale:
  - no cancellation fee up to 15 working days before the agreed date,
  - 15 to 10 working days before the date: 50% of the agreed remuneration,
  - 10 to 5 working days before the date: 75% of the agreed remuneration,
  - less than 5 working days before agreed date: 100% of the agreed remuneration.Furthermore, any cancellation fees incurred shall be charged for incidental costs such as travel and overnight accommodation expenses according to their actual amount. VISUS shall be at liberty to prove that the damage incurred was higher.



## § 13 JiveX Software Maintenance and Software Support

1. Medical devices supplied by VISUS must be installed, explained to the personnel and maintained by trained specialists in accordance with the specifications submitted by VISUS so that they can be operated in accordance with the legal regulations covering medical devices.
2. If an agreement for JiveX software maintenance and software support has also been concluded in connection with a JiveX software licence agreement, the following provisions of this section shall apply in addition to the JiveX software licence conditions and take precedence.
3. The obligation of VISUS to maintain the JiveX software shall apply exclusively to the JiveX modules and functions for which the customer has acquired the rights of use in return for payment. Accordingly, the software maintenance conditions set forth in this section shall apply exclusively to JiveX products and not to third-party products that may have been sold together with JiveX.
4. In order to ensure the technical condition of the JiveX software with regard to legal regulations for medical devices and their operation, the software shall be continuously maintained and further developed.
5. The contractual **software maintenance** measures shall comprise the following services for the duration of the agreement:
  - a. the provision of bug fixes for category A and category B bugs beyond the warranty period,
  - b. the provision of updates and upgrades,
  - c. adaptation of the documentation to changed and extended product performance,
  - d. maintenance of the contractually agreed DICOM services, as well as their requisite updating to ensure DICOM conformity,
  - e. adaptation and maintenance of contractually agreed file exchange formats and interfaces, as well as
  - f. the necessary adaptation of the software to relevant measures and provisions of the law.
6. The correction of malfunctions and damage caused by improper treatment on the part of the customer, by the influence of third parties or by force majeure is not the subject of the agreement on software maintenance and software support, but may be agreed in return for separate remuneration. The above also applies to damage and malfunctions caused by environmental conditions at the installation location, by faults or the non-provision of power supply, faulty hardware or by other influences for which VISUS is not responsible.
7. VISUS shall provide updates and upgrades according to industry-standard criteria. Class C bugs and requests for further development of the JiveX software shall be taken into account during development planning. Certain time requirements and deadlines shall not apply in this case.
8. Significant enhancements to the JiveX software that go beyond updates and upgrades and which, for example, are associated with a functional enhancement, shall be offered in the form of new modules or products not part of the JiveX software maintenance.
9. If and to the extent required according to the contract, the installation of software updates provided may only be carried out by service personnel trained and authorised by VISUS. This may result in additional costs, depending on the amount of work involved.
10. Depending on the type and extent of the software update, the on-site deployment of the service personnel and additional instruction or training by application specialists trained and authorised by VISUS may be necessary. This may result in additional costs, depending on the amount of work involved.
11. Depending on the type and extent of the software update, it may be necessary to update and/or extend the IT infrastructure. This is the responsibility of the customer.
12. Only a current program version specified by VISUS and the associated documentation shall be maintained in each case.

13. VISUS shall fulfil its performance obligations at its own place of business. Software updates can also be carried out by remote maintenance at the discretion of VISUS. On-site deployment on the customer's premises shall not be included in the contract.
14. Any on-site deployments by VISUS shall be remunerated according to the current price list for services in each case. This shall also include incidental expenses such as travel and overnight accommodation expenses. However, there shall be no obligation to pay for on-site deployments if these involve the fulfilment of justified warranty claims.
15. JiveX software maintenance shall be supplemented by support services on the part of VISUS to provide assistance with the operation of the JiveX software.
16. The contractual **software support** measures shall comprise the following services for the JiveX software for the duration of the agreement:
  - a. Provision of the telephone hotline during the standard opening hours of the VISUS Helpdesk,
  - b. Acceptance of support requests by email,
  - c. Recording and follow-up of support requests in the ticket system,
  - d. Support with the analysis of problems with the JiveX software,
  - e. Fixing of category A and B JiveX bugs,
  - f. Recording of category C bugs and requests for further development of the JiveX software,
  - g. Installation of JiveX software bugfixes for troubleshooting,
  - h. Dispatch of JiveX manuals in accordance with legal obligations.
17. Support requests on the part of the customer and the associated communication with VISUS shall be carried out on the part of the customer only by personnel instructed in the handling of the VISUS software within the framework of VISUS training measures. A unique assignment (e.g. by means of a customer or licence number) shall be required to process the requests.
18. The preconditions for the performance of the contractual obligations incumbent upon VISUS (software maintenance to the agreed extent and support within the meaning of this contract) are the existence of remote maintenance access agreed with VISUS and its proper maintenance, as well as the contractual co-operation of the customer.
19. For the technical support of the JiveX solutions it is necessary to query technical data in the customer's systems and transfer it to VISUS. This shall serve in particular the purposes of bug analysis and continuous system monitoring. The data used for this purpose shall exclusively be technical data not containing any personal references. VISUS shall be entitled to store the data permanently and use it for the improvement of its services.

## 20. VISUS Helpdesk:

### **Standard opening times:**

Monday–Friday, 7 a.m. to 6 p.m. (CET)

Exceptions are Christmas Eve, New Year's Eve, Corpus Christi and All Saints' Day. If these days fall on a weekday from Monday to Friday, VISUS shall provide an emergency hotline. This shall be limited to processing category A bugs in the reduced service period from 9.00 a.m. to 4.00 p.m. (CET). Furthermore, holidays applying throughout Germany shall be excluded.

### **Contact details:**

Hotline: +49 234 93693-200

E-Mail: support@visus.com

## 21. Response times:

Response times within the availability periods referred to above shall relate to the opening times stated above. If a response time period has not yet expired, the period shall be deemed to be interrupted by the end of the opening times and then continue with the start of the opening

times on the next applicable day. After the provision of all relevant information by the customer, VISUS shall start the work to rectify the defects, whereby a distinction is made between the bug categories as follows:

- Work on category A bugs shall be started within two hours.
- Work on category B bugs shall be started within four hours.
- Work on category C bugs shall be started within 36 hours.

The above sentences mean that VISUS will begin work on correcting the bugs within the stated periods for the benefit of the customer.

**22. Extended JiveX Support:**

If, in addition to the software maintenance agreement, an agreement on extended support has been concluded, the customer shall also receive access to the extended hotline in the period from 6.00 p.m. to 9.00 p.m. (CET) on days with standard opening times. The corresponding telephone number shall be reported to the customer separately. This extended hotline shall be exclusively reserved for correspondingly trained and defined employees of the customer and limited to the processing of category A bugs.

**23. 24-hour JiveX Support:**

If, in addition to the agreement on software maintenance and extended support, an agreement has been concluded on 24-hour support, the customer shall be provided with access to the 24-hour hotline. The corresponding telephone number shall be reported to the customer separately. The 24-hour hotline shall be exclusively reserved for correspondingly trained and defined employees of the customer and limited to the processing of category A bugs.

**24. During standard opening hours the hotline can also be used to request **additional services** for individual JiveX configuration and system expansion which are not included in the conditions of the software maintenance and support services of VISUS.**

These include, for example, the following services:

- a. Configuration of user profiles and hanging protocols
- b. Creation of individual evaluations and statistics
- c. Adaptation of file plans
- d. Training courses
- e. JiveX data backup and recovery support
- f. Support for workflow changes (routing, interfaces, etc.)
- g. Installation of JiveX software updates
- h. Other services that are not expressly part of JiveX software support.

Further services can be discussed and agreed with the customer specifically. VISUS shall submit an offer for this on request.

Insofar as VISUS provides further services in individual cases without the existence of an associated contractual basis between VISUS and the customer, the corresponding work performed by VISUS shall not become part of the contract, but shall be carried out exclusively as a gesture of goodwill.

## § 14 Managed Services

1. If an agreement on Managed Services has been agreed, the provisions of this section shall apply with precedence in addition to the provisions for JiveX Software Maintenance and Software Support in Article 13 (JiveX Software Maintenance and Software Support).
2. VISUS offers the customer the application service (Managed Service) stipulated in the specification of services in the respective form specified by VISUS. The customer has informed itself in detail about the service associated with these conditions and has also had it reviewed by its own IT specialists.
3. The specification of services shall be attached to the contract and subject to these conditions. VISUS shall provide the service elements referred to therein for the duration defined in the accepted offer, taking into consideration the **service qualities (Service Level Agreements/SLAs)**, which are also defined in the specification of services.

4. The prerequisite for the service provided by VISUS shall be the fulfilment of the technical and organisational requirements stated in the specification of services by the customer, as well as any prior installation and commissioning of a technical infrastructure corresponding to the specification of services at the customer's location by VISUS.
5. The precise services of VISUS with regard to installation and commissioning can be found in the offer and the specification of services with the obligations provided for therein, including documentation. The obligations of VISUS defined in the specification of services are conclusively described there. The services shall be provided in accordance with the recognised rules of technology.
6. VISUS shall be entitled to modify the service organisationally or technically to the extent necessary, provided that the changes are reasonable when the interests of the customer are taken into account and VISUS substantiates them in a plausible way on request. In this case, main service obligations may not be significantly restricted or changed. In particular, the basic obligations of VISUS must be maintained.
7. **Maintenance window:**

An appropriate maintenance window shall be required for periodic, planned or unplanned maintenance work on the systems of VISUS and its suppliers which is necessary for the maintenance and security of on-going operations or the implementation of updates.

Unless otherwise agreed, system maintenance during standard opening hours shall be subject to advance notice of at least 48 hours – with the exception of emergencies. Reduced availability shall not exceed 4 hours per month per service element.

Any reductions in availability due to such work shall not be deemed to be downtimes and shall be assessed as service time that has been provided. This is accepted by the customer and shall not form the basis for any rights relating to a price reduction, termination or damages.

VISUS shall inform the customer as early as possible of any planned system maintenance if it is expected that operations will be restricted.

## § 15 General Final Provisions

1. The place of performance for deliveries and services of VISUS shall be the place of business of VISUS.
2. The fulfilment of VISUS's obligations under these terms and conditions may be transferred in whole or in part to authorised third parties.
3. The legal relationships between VISUS and its customers shall be exclusively subject to German law. The rules of private international law and the UN Convention on Contracts for the International Sale of Goods shall not apply.
4. Insofar as individual provisions of these GTC are or become invalid, this shall not affect the validity of the remaining provisions. Insofar as a provision is ineffective, the provision that comes closest to the previously desired provision in a legally permissible manner shall apply.
5. For all disputes arising out of or in connection with these terms and conditions, as well as the underlying contracts between VISUS and its customers, the courts at the place of business of VISUS shall have exclusive jurisdiction in the first instance if the customer is a merchant as defined in the German Commercial Code, a legal entity under public law or a special fund under public law.
6. Changes and supplements to these terms and conditions and the underlying contracts between VISUS and its customers shall only be effective in their written form and with reference to these terms and conditions. This shall also apply to the written form requirement itself.

