

General Terms and Conditions for the Conduct of Online Elections (GTC)

of POLYAS Distribution GmbH, Marie-Calm-Str. 1-5, 34131 Kassel

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A. Preamble

POLYAS distributes the software of the same name, which can be used to conduct online elections. The software can be configured and adapted for different election purposes and requirements.

POLYAS' services consist of election preparation, election implementation and third-party services. During the election preparation phase, POLYAS sets up the voter register and the ballot papers and makes any customer-specific customisations agreed upon. These services provided by POLYAS are governed by the law governing contracts for work and services. The software for online voting is made available to the customer via the Internet and a standard browser for the duration of the election. The conduct of the election is governed by rental contract law.

B. General provisions

§ 1 Definitions

AVV	AVV refers to the contract for order processing concluded between POLYAS and the customer and attached to these GTC as ANNEX 1 .
POLYAS	POLYAS refers to POLYAS Distribution GmbH, Marie-Calm-Str. 1-5, 34131 Kassel.
Eligible voters	Eligible voters are those persons whom the customer grants the opportunity to cast their votes digitally via the election products or to nominate candidates.
Online election manager / self-service	Online election manager and self-service refer to the website where the customer can view their projects and enter and change personal data. The customer can create a new project via the online election manager.
Election products	Election products is a generic term for various products in the field of online voting, such as classic online voting, live voting or the nomination platform.
Voting period	The election period refers to the time between the start of an election and its end.

§ 2 Scope

- (1) These General Terms and Conditions for the Conduct of Online Elections (hereinafter referred to as "GTC") apply to contracts between POLYAS and the customer of POLYAS's (hereinafter referred to as "Customer"). They are only valid in connection with an offer made by POLYAS to the Customer in which the services are described (hereinafter referred to as "Offer").

- (2) These GTC apply exclusively to customers who are not consumers. Consumers are defined in § 13 BGB (German Civil Code) as all natural persons who enter into a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity.
- (3) Section B of the General Terms and Conditions governs the general provisions for the cooperation between POLYAS and the Customer. The general provisions are supplemented by the special provisions for the individual service components (Sections C, D and E). In the event of contradictions, the provisions of the special sections shall prevail.
- (4) The General Terms and Conditions of POLYAS apply exclusively. Any provisions of the customer that conflict with or deviate from these General Terms and Conditions shall not become part of the contract, even if they are known, unless POLYAS expressly agrees to their validity in writing.
- (5) If the customer has created a customer account in the Online Election Manager and accepted the General Terms and Conditions for the use of the Online Election Manager from POLYAS, the provisions of these General Terms and Conditions shall prevail in the event of contradictions.
- (6) The General Terms and Conditions are concluded in German. POLYAS may also provide the General Terms and Conditions translated into other languages. In the event of contradictions between the German and translated versions of the General Terms and Conditions, the German version shall prevail.

§ 3 Conclusion

- (1) POLYAS' offers can be accepted by the customer within 14 days. Acceptance of an offer by the customer after this period expires shall be deemed a new offer, which POLYAS may accept or reject.

§ 4 Subject matter

- (1) POLYAS shall provide the services described in the offer for the preparation and implementation of an election. These may include, in particular:
 - a) election preparation, including project management and setting up the election,
 - b) the provision of the online election system as software-as-a-service, i.e. the provision of the software in an infrastructure operated by POLYAS for retrieval via the Internet, and
 - c) coordination of sub-service providers for the implementation of the election project.
- (2) The exact scope of the rights and obligations of the contracting parties is set out in the following order in the following documents:
 - a) the contract for order processing (Annex 1),
 - b) the offer,
 - c) the Service Level Agreement (Annex 2) and
 - d) these General Terms and Conditions.
- (3) In the event of contradictions between the provisions of the aforementioned documents, the provisions of the documents mentioned first shall take precedence.

- (4) Insofar as the offer does not include project or election management, elections must be set up, started and ended independently by the customer. This includes, in particular, the design of the ballot papers and the establishment of the eligible voters. Elections can be set up in the online election manager.
- (5) Support services are only part of the contract if agreed.
- (6) Services that are not part of the offer and are booked independently by the customer in the online election manager shall become part of the contract with the proviso that the customer shall owe remuneration for these services in addition to the remuneration offered in the offer.
- (7) Changes to services after conclusion of the contract are only possible during the election preparation phase and only in accordance with the provisions of § 17 of these General Terms and Conditions.

§ 5 Remuneration

- (1) The customer shall pay POLYAS the agreed remuneration for the services covered by the contract. The amount of the remuneration is determined by the offer plus any services booked in the Online Election Manager.
- (2) The customer shall bear any costs incurred as a result of a chargeback of a payment transaction due to insufficient funds in the account or due to incorrect bank details provided by the customer.
- (3) Invoices from POLYAS are due immediately upon conclusion of the contract and must be paid within 14 days of the invoice date, unless otherwise specified in the offer. After expiry of this period, the customer shall be in default of payment, even without a separate reminder. During the period of default or in the event of deferral, the customer shall pay interest on the amount owed at a rate of 9 percentage points above the applicable base interest rate. POLYAS reserves the right to claim further damages for default.
- (4) Invoices from POLYAS that include costs from third parties may have different payment terms. POLYAS shall inform the customer of the amount, due date and payment terms at least four weeks before the due date.
- (5) All prices are net prices and do not include the applicable value added tax.
- (6) The customer may only offset claims against POLYAS with counterclaims that are undisputed, recognised by POLYAS or have been legally established. Counterclaims that entitle the customer to refuse performance within the meaning of Section 320 of the German Civil Code (BGB) are also excluded from this prohibition. The customer may only exercise a right of retention if their counterclaim is based on the same contractual relationship.
- (7) If the customer is in default of payment, POLYAS may suspend the choice.

§ 6 Liability

- (1) POLYAS shall be liable – regardless of the legal basis – for claims for damages or claims for reimbursement of futile expenses within the meaning of § 284 BGB (German Civil Code) in accordance with the following provisions in paragraphs 2 to 10.
- (2) POLYAS shall be liable in accordance with the statutory provisions without limitation for damage resulting from injury to life, limb or health, for damage caused by intent or gross negligence, for damage caused by a defect which POLYAS has fraudulently

concealed, and for damage which falls within the scope of protection of a guarantee, quality or durability guarantee given by POLYAS, unless otherwise specified in the respective guarantee agreement. quality or durability guarantee, unless otherwise specified in the respective guarantee agreement.

- (3) For damages other than those mentioned in paragraph 2, which are based on a culpable breach of an essential contractual obligation (cardinal obligation), POLYAS shall be liable to the extent of compensation for the foreseeable damage typical for the contract. Essential contractual obligations within the meaning of sentence 1 are obligations whose breach jeopardises the achievement of the purpose of the contract, whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies and may rely.
- (4) In the case of paragraph 3, however, POLYAS shall be liable to a maximum of EUR 250,000 per claim and to a maximum total amount of EUR 2,500,000.
- (5) POLYAS's no-fault liability for damages (§ 536a BGB) for defects existing at the time of conclusion of the contract is excluded.
- (6) Claims for damages due to lost profits and consequential damages are excluded if they are not typically to be expected from the intended use of POLYAS's services and/or if they are not based on intent or gross negligence.
- (7) POLYAS shall not be liable to any further extent.
- (8) Liability under the Product Liability Act remains unaffected.
- (9) POLYAS shall not be liable for damages resulting from the use of the software in a manner not in accordance with the contract.
- (10) The above limitation of liability also applies to the personal liability of POLYAS employees, representatives and organs.

§ 7 Contract

The contract begins upon acceptance of the offer by the customer. The contract ends without requiring termination upon transmission of the election documentation by POLYAS to the customer or upon independent retrieval of the election documentation by the customer in the online election manager. The right to terminate the contract without notice for good cause remains unaffected.

§ 8 Framework

- (1) If POLYAS has submitted an offer to the customer for the conduct of several elections, the present contract, including these General Terms and Conditions, , constitutes a framework agreement. The special provisions of this contract apply to each election and, in the case of rights of use, for the period of one election.
- (2) A framework agreement ends without requiring termination upon expiry of the agreed term.
- (3) Unless otherwise specified in the offer, neither party may terminate the framework agreement before the end of the first agreed option period. After the end of the first agreed option period, the customer may terminate the framework agreement with six months' notice to the end of the month, but not before the expiry of previously agreed option periods. If the customer terminates a framework agreement, they shall be obliged to pay POLYAS a cancellation fee. The cancellation fee shall amount to 15% of the outstanding remuneration for the election preparation plus 30% of the outstanding remuneration for the election implementation for elections still

outstanding under the contract. If no remuneration has yet been agreed for contractually outstanding elections, the cancellation fee shall amount to 30% of the remuneration normally payable for elections of this type. The cancellation fee shall also be payable by the customer if the framework agreement expires without the contractually agreed elections having been carried out by the customer.

- (4) The right to terminate the contract without notice for good cause remains unaffected.
- (5) Unless otherwise specified in the offer, framework agreements shall not be extended automatically.

§ 9 Obligations of the customer, indemnification

- (1) The customer shall, in addition to the specific obligations to cooperate specified in these General Terms and Conditions, always cooperate to a reasonable extent in the performance of the contract concluded between them and POLYAS and support POLYAS in the provision of its services at their own expense.
- (2) The customer is obliged to provide POLYAS with all information necessary for POLYAS to perform its services, unless this is unreasonable for the customer. The customer must also inform POLYAS of any changes that could affect POLYAS in the performance of its services.
- (3) The customer shall create the technical, legal and organisational conditions necessary for the eligible voters to use the election products. In particular, it is the responsibility of the customer
 - a) Ensure that voters have access to a computer with internet access and an up-to-date internet browser;
 - b) ensure and verify that the legal requirements for the use of internet-based elections for the selected election product are met and complied with; and
 - c) ensure and verify that the other legal requirements for the use of internet-based elections for the selected election product are met and complied with. These include, in particular, subordinate legislation, administrative regulations and statutes under public and private law.
- (4) The customer is obliged to inform POLYAS immediately if they book services in the Online Election Manager that are not part of the offer.
- (5) The customer shall fulfil all obligations necessary for the execution of the contract. These include in particular:
 - a) managing the usage and access rights assigned to them and their access data with the usual care, keeping them secret, protecting them from access by third parties and not passing them on to unauthorised third parties. This data must be protected by appropriate and customary measures. Passwords may only be stored in encrypted form on PCs, USB sticks or other media suitable for permanent electronic storage. The customer shall inform POLYAS immediately and change their password immediately if there is any suspicion that the access data and/or passwords may have become known to unauthorised persons;
 - b) comply with the restrictions/obligations regarding the rights of use; in particular, the customer shall:
 - i. not retrieve or allow the retrieval of any information or data without authorisation, or interfere or allow interference with programmes operated by POLYAS, or unauthorised intrusion into POLYAS's data networks or promote such intrusion;

- ii. not misuse the exchange of electronic messages possible within the framework of the contractual relationship and/or through the use of the voting software, e.g. for the unsolicited sending of messages and information to third parties for advertising purposes or for the distribution of malware;
 - iii. use our services exclusively for their intended purpose and only for internal business processes; he shall not make the services provided to him available to third parties for use, either for a fee or free of charge;
 - iv. POLYAS shall indemnify POLYAS upon first request against all claims, lawsuits, their effects, losses or damages of third parties based on an unlawful use of the election software by the customer or arising from data protection, copyright or other legal disputes caused by the customer and for which POLYAS is not responsible in connection with the use of the election software; POLYAS shall be entitled to take appropriate measures itself to defend itself against third-party claims or to pursue its rights. The indemnification also includes the reimbursement of costs incurred or to be incurred by POLYAS in connection with the legal prosecution/defence. However, POLYAS undertakes to coordinate its actions with the customer. POLYAS shall inform the customer immediately of any such claims by third parties;
 - v. oblige the authorised voters to comply with the provisions of this contract applicable to them;
 - c) ensure that they (e.g. when transmitting texts/data of third parties to the election software or to POLYAS employees) respect all third-party rights to material used by them;
 - d) obtain any necessary consent from the respective data subject if it collects, processes or uses personal data when using the election software and no other legal permission allows this;
 - e) check data and information for viruses before sending it to POLYAS and use state-of-the-art virus protection programmes;
 - f) not to use our services in a manner that impairs or could impair POLYAS's ability to provide the election software to the customer or third parties;
 - g) Defects in contractual services must be reported to POLYAS immediately. If the customer fails to report defects in a timely manner for reasons for which they are responsible, this shall constitute contributory negligence. If POLYAS is unable to remedy the situation as a result of the failure or delay in notification, the customer shall not be entitled to reduce the agreed remuneration in whole or in part, to demand compensation for the damage caused by the defect, or to terminate the contract without notice due to the defect. If POLYAS suffers damage as a result of the failure to notify or the delay in notification, the customer shall be obliged to compensate POLYAS. The customer must demonstrate that they are not responsible for the failure to notify;
 - h) pay the agreed remuneration when due;
 - i) if it transmits election data (including voter lists) to POLYAS for the purpose of setting up and conducting an election, in particular for the generation of voter lists, it shall secure this data regularly and in accordance with the importance of the election data and make its own backup copies in order to enable the reconstruction of the election data and information in the event of loss.
- (6) If POLYAS believes that the customer is not providing a cooperation or provision service or is not doing so properly, POLYAS shall notify the customer of this, setting a deadline. If the necessary cooperation or provision service is still not provided after the grace period has expired, POLYAS shall be released from its relevant obligation

to perform and from compliance with any relevant service levels, excluding any further legal consequences. In this case, the customer remains obliged to pay the remuneration.

- (7) The services to be provided by the customer constitute genuine obligations and not merely obligations. If and to the extent that the customer does not perform the services owed by them, does not perform them on time or does not perform them as agreed and this has an impact on the performance of POLYAS, the agreed performance deadlines shall be postponed by a reasonable period plus a reasonable start-up period. Any additional expenses incurred and proven by POLYAS shall be remunerated separately on the basis of the agreed terms and conditions, without prejudice to any further rights.

§ 10 Data security and data protection

- (1) The parties shall comply with the applicable data protection regulations, in particular those applicable in the European Union and the Federal Republic of Germany, and shall oblige their employees involved in the contract and its execution to maintain confidentiality and observe data protection, unless they are already generally obliged to do so.
- (2) If the customer collects, processes or uses personal data, they shall ensure that they are entitled to do so in accordance with the applicable provisions, in particular data protection provisions, and shall indemnify POLYAS against any claims by third parties in the event of a breach. Insofar as the data to be processed is personal data and order processing is involved, POLYAS shall comply with the legal requirements for order processing and the customer's instructions (e.g. regarding compliance with deletion and blocking obligations). The instructions must be communicated in writing in good time.
- (3) In the event that personal data is processed by POLYAS on behalf of the customer, the parties shall regulate the processing of orders in the order processing agreement in accordance with Art. 28 GDPR, which is attached to these GTC as **ANNEX 1**.

§ 11 Confidentiality

- (1) POLYAS and the customer (the receiving party in each case) shall keep information of the other party (the disclosing party in each case) confidential within the scope of the following provisions.
- (2) "Confidential information" means all information disclosed by one party (the "disclosing party") to the other party (the "receiving party") in connection with the project and in which there is a legitimate interest in maintaining confidentiality, in particular:
 - a) in addition to all information expressly designated as "confidential", all technical, operational, economic, strategic, financial, legal and tax information, as well as pricing, customers, advertising, financing, business activities and business processes.
 - b) in particular products (e.g. software codes), business relationships, customer lists, business ideas, inventions, developments, business strategies, business calculations, business plans and personnel matters of the parties.
 - c) Information of economic value which one party obtains through observation, reverse engineering or testing of products or objects of the other party (so-called

"reverse engineering") and in which there is a legitimate interest in maintaining confidentiality.

- d) The fact that confidential information has been disclosed to the parties, the existence and content of this agreement and all other information relating to the conclusion or implementation of the project, including the fact that negotiations are taking place and the status of these negotiations.
 - e) other information (including data, records and know-how) within the meaning of Section 2 GeschGehG that is neither generally known nor readily accessible, has economic value and is subject to confidentiality measures.
- (3) The form of the information, its transmission and/or the storage medium are irrelevant; in particular, information disclosed only verbally is also included.
- (4) Confidential information within the meaning of this agreement does not include information
- a) which is already public or which is made available to the public without breaching this agreement;
 - b) which the receiving party has obtained from a third party in a lawful manner and without restriction as to confidentiality or use;
 - c) which is lawfully in the possession of the receiving party at the time of disclosure;
 - d) has been developed by the receiving party independently and without recourse, either directly or indirectly, to confidential information or in accordance with the exceptions set out in this clause; or
 - e) the disclosure of which has been approved in advance in writing by the disclosing party.

The burden of proof for the existence of these exceptions shall lie with the party invoking them.

- (5) In case of doubt, information disclosed to one of the parties shall be treated as confidential until clarified by mutual agreement.
- (6) Confidential information pursuant to this Section 11 (2) of these General Terms and Conditions also includes information from affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) ("Affiliated Companies") of the disclosing party. It shall be deemed to have been disclosed by the disclosing party itself to the receiving party.
- (7) "Authorised persons" are the parties, their organs and employees, as well as affiliated companies, their organs and employees, provided that they are subject to a confidentiality obligation that is no less stringent than this agreement and require access to the confidential information within the scope of the project in order to fulfil the purposes specified in the preamble. Authorised persons also include consultants of the parties who are bound to secrecy by profession or contract. Each party shall, upon request, provide the other party with the names and functions of its consultants.
- (8) "Employees" are employees of the parties and their respective affiliated companies as well as employees without employee status, such as freelancers and temporary workers. Employees shall be bound to secrecy to the extent permitted by labour law, unless a general obligation to secrecy has already been agreed within the framework of the employment relationship.
- (9) The receiving party is prohibited from disclosing or publishing confidential information within the above meaning to third parties who are not authorised persons without the prior written consent of the disclosing party. If disclosure to these third parties is necessary, the disclosing party may not unreasonably withhold

its consent. The receiving party shall make every reasonable effort to ensure the confidentiality and security of the confidential information of the disclosing party. This means in particular that

- a) the Confidential Information must be treated as strictly confidential and also marked as such within the company, and appropriate confidentiality measures (within the meaning of Section 2 No. 1 lit. b GeschGehG) must be taken to protect the Confidential Information from access by third parties. This includes, in particular, appropriate technical and organisational security measures. In order to ensure an appropriate level of security for processing at all times, the parties shall regularly evaluate the measures implemented at their premises in accordance with the state of the art and make any necessary adjustments. Each party shall notify the other party in advance of any significant changes to the technical and organisational measures.
 - b) the Confidential Information shall be used exclusively for the purposes agreed between the parties and may not be used for any other purposes and/or passed on to third parties. The receiving party shall inform authorised persons who receive Confidential Information from it about the content and scope of the rights and obligations arising from this agreement and shall ensure that these authorised persons comply with the provisions of this agreement.
 - c) the Confidential Information of the disclosing party shall not be used to gain a competitive advantage over the disclosing party, an affiliated company or third parties.
- (10) The receiving party shall refrain from commercially exploiting or imitating (including by means of reverse engineering) the confidential information disclosed to it under this agreement in any way outside the agreed purpose, or from allowing third parties to exploit or imitate such information.
- (11) Confidential information is and remains the property of the disclosing party or the third party who provided the confidential information to the disclosing party. Licences and/or rights to use and/or transfer any patents, rights of use, trademarks, designs or other property rights are not granted expressly or implicitly by this agreement or by the disclosure of confidential information. In particular, the receiving party is not entitled to apply for patents or other property rights based on the confidential information received. Furthermore, the disclosure of confidential information does not establish any prior rights of use for the receiving party.
- (12) Subject to statutory or official retention obligations, the receiving party shall, upon request by the disclosing party, immediately surrender the confidential information and/or immediately destroy any copies and/or data still in its possession and inform the disclosing party in writing upon request which confidential information has been returned, destroyed or deleted and which has not been returned. The receiving party shall also be entitled to retain Confidential Information or copies thereof if routine backup copies of confidential information exchanged electronically are made. However, unless longer periods are specified by law, the confidential information may be retained for a maximum of ten (10) years from the termination of the contract. The above right of retention does not imply any right of disclosure or transfer.
- (13) The receiving party shall immediately inform the disclosing party in writing (or in text form, e.g. by email) if it, its organs, employees or advisors become aware that confidential information has been disclosed in breach of this agreement.
- (14) The disclosure of confidential information due to a law or regulation that is binding on the receiving party, or a court or official order, is not covered by the disclosure prohibition described above. In this case, the receiving party shall take all reasonable and permissible steps to prevent the disclosure of the Confidential Information to

the greatest extent possible and, to the extent practicable and permissible, shall notify the disclosing party in writing prior to disclosure to enable the disclosing party to take legal action against the disclosure order.

- (15) The transfer of Confidential Information to Internet-based cloud services shall not be deemed disclosure, publication, transmission or transfer and shall not be prohibited by this Agreement, provided that the receiving party ensures by technical measures that the Confidential Information is encrypted prior to transmission in such a way that access by third parties (including the cloud service provider) is effectively excluded. Even if the above conditions are met, the receiving party shall be liable to the disclosing party for the security and confidentiality of the Confidential Information it transmits to cloud services in accordance with the provisions of this Agreement.
- (16) A breach of the confidentiality obligation by authorised persons and/or by a third party to whom the receiving party has disclosed Confidential Information shall be deemed a breach of the confidentiality obligations by the receiving party.
- (17) The obligation to maintain confidentiality shall continue for a further five years after the end of the contract.

§ 12 Reference and public statements

- (1) The customer agrees that POLYAS Distribution GmbH and affiliated companies may use the name, logo and information about the project carried out in its own public relations work. This includes, in particular, use in tenders, presentations, on the website, in social media and other marketing materials. If the customer does not agree to this use, they may object to it at any time with future effect by sending an email to presse@polyas.de.

§ 13 Force majeure

- (1) In the event of force majeure or other events beyond the control of the respective party, such as natural disasters, disruptions in the supply of energy and raw materials, acts of government, labour disputes, unrest, war or terrorist conflicts, epidemics, pandemics that have unforeseeable consequences for the performance of the service, the party affected shall be released from its performance obligations for the duration of the disruption and to the extent of its effect. This does not automatically result in termination of the contract. The parties are obliged to notify each other immediately in writing of any such event and of the cessation of the event and to adjust their obligations to the changed circumstances in good faith.
- (2) The affected party shall use its best efforts to remedy the effects of the event or to limit them as far as possible. For the period during which one party is unable to perform its contractual obligations, the other party shall be released from its obligation to provide consideration.
- (3) If such events make it impossible for one party to properly perform the contractual relationship or if, due to such events, it is no longer able to properly perform the contractual relationship and this is not only of a temporary nature, the other party shall be entitled to terminate the contract. The parties agree that a hindrance to performance as described above is not only of a temporary nature if it lasts longer than 3 months.

- (4) The parties agree that it shall also be deemed a case of force majeure within the meaning of this contract if a supplier of one party is affected by an event of force majeure within the meaning of this agreement.

§ 14 Miscellaneous

- (1) The annexes to these General Terms and Conditions are an essential and integral part of this contract.
- (2) If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from and on the basis of these General Terms and Conditions shall be Kassel. However, POLYAS shall also be entitled to bring an action at the customer's general place of jurisdiction.
- (3) This contract is governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods.
- (4) Amendments and supplements to this contract must be made in writing. This also applies to any amendment to the written form requirement.
- (5) **The rights and obligations of the customer are not transferable without the consent of the other party. Section 354a of the German Commercial Code (HGB) remains unaffected. .**
- (6) Should any provision of this contract be wholly or partially invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that fulfils the original purpose as far as possible. The same shall apply in the event that a provision is unenforceable or unclear. In this case, the unenforceable or unclear provision shall be replaced by a provision that is enforceable and clear and comes as close as possible to the original intention.

C. Election preparation

§ 15 Election preparation services

- (1) Election preparation services may include, in particular, POLYAS
- a) creating the voter register;
 - b) sets up the ballot papers;
 - c) adapts the election system to the customer's wishes, which includes, for example, inserting the customer's logo and implementing election rules;
 - d) coordinates third-party services;
 - e) supports and advises the customer in the independent preparation of the election.
- (2) Insofar as services under paragraph 1 (a) to (c) or other services aimed at achieving a specific result are owed, these are services under a contract for work and services, to which the following provisions of Section C of the General Terms and Conditions apply in addition.

§ 16 Test election and acceptance

- (1) Insofar as services under a contract for work and services are owed by POLYAS, acceptance shall take place. The subject of acceptance is the contractually owed performance of the work result. A prerequisite for acceptance is that POLYAS notifies the customer that acceptance can take place (readiness for acceptance).
- (2) The customer shall check the suitability for acceptance in one or more test selections. If acceptance does not take place for reasons for which POLYAS is not responsible, acceptance shall be deemed to have been granted at the latest 3 working days after the test selection, provided that the customer does not submit any significant defects in writing with reasons.
- (3) Acceptance may not be refused on unreasonable grounds or due to minor defects. However, in the event of acceptance, these are subject to the immediate rectification of the defects by POLYAS. These defects must be documented in detail by the customer. A significant defect shall be deemed to exist if the conduct of the election or essential parts thereof is impaired to such an extent that the conduct of the election is not possible or only possible with considerable effort.
- (4) If acceptance fails, the customer shall provide POLYAS with a list of all defects preventing acceptance. POLYAS shall remedy the defects within a reasonable period of time. If acceptance fails at least three times, the customer may assert its statutory rights, in particular withdraw from the contract and, in the event of a culpable breach of duty by POLYAS, claim damages.

§ 17 Change in performance

- (1) The customer may request changes and additions to the scope of services up to two weeks before the test election, provided that these are technically feasible and reasonable for POLYAS. The customer must submit the change request in writing. POLYAS will review change requests within 10 working days of receipt and notify the customer of the result, together with any costs incurred and a new project deadline and, if applicable, new milestones, in the form of a binding offer.
- (2) The customer shall review the offer within 5 working days of receipt and accept or reject it. If the customer accepts the offer, the changes shall become part of the contract. If the customer does not accept the offer, the work shall continue on the basis of the applicable contract.
- (3) If the preparation of the offer requires extensive (technical) planning changes, POLYAS shall be entitled to make this dependent on the payment of reasonable compensation. In this case, POLYAS shall submit a corresponding planning offer stating the compensation. The customer shall accept or reject this planning offer without delay.

§ 18 Obligations to cooperate

- (1) The customer is obliged to cooperate reasonably in the provision of services. The obligation to cooperate includes, in particular (but not exclusively), the provision of technical and project-related information necessary for the provision of services.
- (2) The customer is obliged to provide POLYAS with the data, in particular the voter register and candidate list, in a format specified by POLYAS in good time. POLYAS will provide the customer with the format specifications in good time.

- (3) If special industry standards, regulations or guidelines must be observed or are customary in the customer's industry, the customer must inform POLYAS of this prior to the provision of services.

§ 19 Material defects and defects of title in services under a contract for work and services

- (1) In the event of defects in contractual obligations arising from this contract, the customer shall be entitled to the statutory warranty rights, taking into account the following provisions of this paragraph.
- (2) POLYAS is entitled to make any subsequent performance owed dependent on the customer paying the remuneration due. However, the customer is entitled to retain a portion of the remuneration commensurate with the defect.
- (3) If an analysis in connection with defects reported by the customer reveals that the customer has no claims or rights due to defects arising from this contract, POLYAS shall be entitled, at its discretion, to charge the customer for the actual expenses incurred in the investigation or the costs usually estimated by POLYAS for its expenses.
- (4) POLYAS warrants that the results of its work do not infringe any third-party rights. Should third parties assert a violation of their rights against the customer, POLYAS shall indemnify the customer against all resulting damages and costs, including court and settlement costs and the costs of legal advice deemed reasonable by the customer, but not exceeding the amount that would be owed according to the statutory provisions on lawyers' fees. Settlement costs shall only be reimbursed by POLYAS if and to the extent that POLYAS agrees to the settlement in advance. POLYAS shall proactively support the customer in the judicial and extrajudicial settlement of such disputes with third parties, whereby the sole right to conduct legal proceedings and the right to conclude judicial and extrajudicial settlements shall remain with the customer.
- (5) Any existing rights to reduction are excluded. Claims pursuant to Sections 812 et seq. of the German Civil Code (BGB) remain unaffected by this.
- (6) Claims for defective performance shall become statute-barred within one year. This period does not apply to claims for damages by the customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by POLYAS or POLYAS's vicarious agents, as well as to cases of recourse by the entrepreneur (Sections 478, 479 BGB) and claims arising from supplier recourse pursuant to Sections 445a, 445b BGB, for POLYAS' liability for fraudulent intent, for guaranteed characteristics or for claims of the customer under the Product Liability Act (ProdHaftG); these claims shall become time-barred in accordance with the statutory provisions. The statutory periods also apply to claims for defects in a building or for delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

§ 20 Termination during election preparation

- (1) Ordinary termination during election preparation is excluded, unless otherwise specified in the offer. The right of termination pursuant to Section 648 BGB remains unaffected.
- (1) The right to extraordinary termination remains unaffected.

- (2) If the customer effectively terminates the contract in accordance with § 648 BGB or if POLYAS effectively terminates the contract for reasons other than those specified in § 648 BGB, POLYAS shall be entitled to demand a lump-sum payment from the customer. This shall not apply if the customer can prove that the appropriate remuneration in the specific case is significantly lower than the lump-sum payment. POLYAS reserves the right to demand a higher than the flat-rate compensation in individual cases, insofar as this is justified by the actual expenses incurred. This applies in particular to individual development services for the benefit of the respective customer. The flat-rate compensation amounts to:
- a) In the event of termination up to six weeks before the planned start of the election, 30% of the costs for conducting the election (in particular the software licence costs) plus any costs incurred in connection with the preparation of the election (in particular project and election management).
 - b) In the event of termination later than six weeks before the planned start of the election, 50% of the costs for conducting the election (in particular the software licence costs) plus any costs incurred in connection with the preparation of the election (in particular project and election management).
 - c) In the event of cancellation later than one week before the planned start of the election, 70% of the costs for conducting the election (in particular the software licence costs) plus any costs incurred in connection with the preparation of the election (in particular project and election management).
- (3) The costs for the expenses incurred for project and election management shall be calculated based on the actual hours worked and the hourly rate specified in the offer.
- (4) POLYAS may charge the customer for the costs of third-party services in addition to the flat-rate remuneration if these costs have already been incurred at the time the cancellation takes effect. Costs for third-party service providers are deemed to have been incurred if POLYAS has already paid them to the third-party service provider or if POLYAS is contractually obliged to pay the costs. In this case, POLYAS is obliged to terminate contracts with third-party service providers immediately, if possible.

D. Online voting system

§ 21 Subject matter of the online voting system

- (1) POLYAS shall provide the customer with an online voting system in the agreed configuration and for the agreed duration for retrieval via the Internet ("Software-as-a-Service").
- (2) In addition to the following provisions of Section D of the General Terms and Conditions, Sections 535 et seq. of the German Civil Code (BGB) apply to the provision of the online voting system.

§ 22 Rights of use

- (1) The customer receives simple and non-transferable rights of use to the online election manager and the election products to the extent that these are necessary for contractual use. The rights of use to the online election manager are limited to the term of this contract. The rights of use to the election products are limited to the

election period. If new versions or updates are made available during the term of this contract or the election period, the rights of use shall also extend to these.

- (2) During the election period, the customer is entitled to grant the eligible voters rights of use in accordance with paragraph 1 to the election products to the extent necessary for participation in an election. Otherwise, the customer is not entitled to sublicense.
- (3) No further rights of use are granted.

§ 23 Technical requirements and transfer point

- (1) The technical requirements for using the Online Election Manager and the election products are a standard Internet browser in the latest version and access to the Internet. Neither the standard Internet browser nor the customer's and/or the eligible voters' access to the Internet is part of the services provided by POLYAS. The customer is solely responsible for the establishment, functionality and bandwidth of their Internet access, including the transmission paths, as well as their own IT environment required to access POLYAS' services.
- (2) The transfer point for the online election manager and the election products is the router output of the data centres used by POLYAS.

§ 24 Availability

- (1) The availability of the election products during the election period is governed by the SLA, which is attached to these General Terms and Conditions as Annex 2.
- (2) The election products are considered available if there is an uninterrupted connection between the servers on which the election products are hosted and the transfer point to the Internet.
- (3) If the availability agreed in the SLA is not met, the remuneration shall be reduced pro rata temporis. The customer must provide evidence of the shortfall in availability. The customer must notify POLYAS immediately of any unavailability. In all other respects, Section B § 9, para.(5), lit.g) shall apply.
- (4) Further claims due to the availability falling short of the agreed level are excluded, unless they are based on injury to life, limb or health, the assumption of a guarantee, the Product Liability Act or a defect that POLYAS has fraudulently concealed.
- (5) In all other respects, the limitations of liability in Section B shall apply.

§ 25 Rights of POLYAS

- (1) POLYAS is entitled to temporarily interrupt the connection of its services to the Internet (blocking of the systems) if there is sufficient suspicion of illegal use by the customer, in particular as a result of a warning from a third party who claims to have been infringed – unless this is obviously unfounded – or as a result of investigations by state authorities. The blocking shall, as far as possible, be limited to the allegedly infringing content or action. The customer shall be notified immediately of the blocking, stating the reasons, and requested to refrain from the alleged unlawful use/remove it or to demonstrate its legality and, if necessary, provide evidence thereof. The blocking shall be lifted as soon as the suspicion has been refuted.

- (2) POLYAS is entitled to block access to its services if the customer is in default of payment of the remuneration in whole or in part (defence of non-performance of the contract). The obligation to pay the contractually agreed remuneration shall not be affected by the blocking. POLYAS may make the reactivation of its services dependent on the settlement of all outstanding claims against the customer. Further rights remain unaffected by this provision.

§ 26 Termination during the online election

- (1) After acceptance of the voting system and during the online election, ordinary termination is excluded.
- (2) The right to extraordinary termination remains unaffected.
- (3) If POLYAS effectively terminates the contract for reasons other than those specified in this clause after acceptance of the voting system or during the online election, POLYAS shall be entitled to demand full remuneration. Further claims remain unaffected.

E. Third-party services

§ 27 Postage and postage

- (1) The POLYAS offer may provide that POLYAS shall provide services in the area of postage and postal delivery in order to send election invitations, access data or similar to those eligible to vote.
- (2) If the offer includes postage or postal delivery, POLYAS shall only be responsible for posting the items correctly. POLYAS shall not be responsible for the transport and delivery of the mail. The postal delivery service provider does not act as a vicarious agent for POLYAS.
- (3) POLYAS shall not be liable for defects or damages for postal items that are not delivered or are delivered incorrectly, unless the customer proves that POLYAS has culpably violated its obligation to properly post the items.
- (4) The above shall apply mutatis mutandis to the sending of emails and text messages, provided that they are the subject matter of the service.

F. List of annexes

- Appendix 1: Contract for order processing in accordance with Art. 28 GDPR ("AVV")
- Annex 2: Service Level Agreement ("SLA")