General Terms and Conditions for the free trial use and the paid use of idgard®
Date: 15. April 2021

§ 1 Subject matter / description of services

uniscon universal identity control GmbH, Ridlerstr. 57 (Newton), 80339 Munich, Germany (hereinafter referred to as "uniscon") offers the contractual partner (hereinafter referred to as "Customer") to use the idgard service within the scope of the following provisions. Consumers according to section 13 of the German Civil Code (§13 BGB) cannot be contractual partners.

(1) The subject matter of the contract is the provision of the service idgard defined below for the exchange and transmission of data. For all full licenses, storage volume is provided by uniscon, which then enables a secure exchange of confidential data with third parties. uniscon thus provides services for storing, retrieving, managing and viewing files via the Internet. For this purpose, uniscon provides the Customer with system resources on a virtual server. The Customer can store and access content on this server up to a contractually agreed volume in accordance with the Technical Specification, which is part of the contract as **Annex A.** The Services give the Customer the possibility to share the content with others via the Internet.

(2) The services of uniscon are limited to the data communication between the delivery point of the own data communication network operated by uniscon to the Internet and the server provided for the Customer. It is not possible for uniscon to control the data traffic outside of its own communication network. A successful forwarding of information from or to the computer requesting the content is therefore not owed in this respect.

(3) Similarly an unrestricted use of idgard also with the help of third party software or the tools and interfaces mentioned in the technical specification is not owed.

(4) The average availability of the service is 99%, based on a contract year excluding the maintenance periods defined in the Technical Specification. During maintenance work, the aforementioned services are not available.

(5) Specific transfer volumes and bandwidths for uploads and downloads are not the subject of the service.

(6) The software helpful for the use of the service (e.g. mobile apps) for the end devices of the end users at the Customer ("Users") free of charge for use. Among other things, this software serves to monitor the integrity of the TLS connection to idgard. The use of this software is partially restricted for guest licenses.

§ 2 Definitions

(1) idgard
"idgard" or "service" is a cloud service that allows data to be exchanged confidentially within organizations and across organizational boundaries. It ensures that data is encrypted at the time of transfer and remains inaccessible due to the unique Sealed Cloud base technology. Even uniscon cannot view or decrypt Customer's data at any time. The activation of two-factor authentication is recommended.

(2) Privacy Boxes
For the purpose of data exchange idgard offers the possibility to create own storage areas for files and applications of all kinds, so called "Privacy Boxes". Only the User and other Users invited by him have access to these storage areas. The files are not accessible to uniscon or its employees.

The invitation of the other Users is done by selection from a list, provided that these Users are covered by the same contract, or by means of so-called "box links", which the User sends to the other Users. These call up the link in their browser and thus gain access to the privacy box. If the call is also made by the invitee via idgard, the invitee receives permanent access to the Privacy Box and becomes a permanent member of the communication circle of this box. The maximum number of such calls (access quota) is determined by the User. In this way, the number of calls and thus indirectly the circle of other Users can be strictly limited. For additional security, guests can optionally be given a so-called "box code" via a separate communication channel, which is then additionally queried when the box is called up for the first time.

A sealed exchange of digital data between different parties is made simple in this way. "Sealed" means that the telemedia or telecommunications providers involved in such communications cannot read the data. The same applies to uniscon itself.

It is not part of idgard's service to host data permanently and securely and to guarantee permanent availability; nevertheless, the data stored in the Privacy Boxes is stored redundantly several times. uniscon advises against using idgard as the sole medium for storing data or backup copies.

(3) Data rooms
Privacy boxes are data rooms that provide additional functions by booking an additional option for which a fee is charged. These are, on the one hand, a journal with which the actions (uploads & downloads, viewing of the document, deletions, etc.) of the Users are documented and, on the other hand, measures for distribution protection (watermarks, etc.) can be taken. The creation of the journal can take periods of time in the range of minutes.

Furthermore, the distribution protection measures - in detail, a watermark from the user name with the date and time of the download, the function of only being able to view a document on the screen, and an alarm if Users download more than a configurable number of documents in a configurable period of time - serve to make the distribution of the documents more difficult, but cannot reliably prevent it.

(4) Guest License
Guest License is a limited authorization to access or use functionalities of idgard for such persons who do not belong to the Customer's company; the use of a Guest License requires the invitation by the holder of a Full License. Guest Licenses may not be granted to (i) Users within the Customer's own company or (ii) users within affiliated companies of the Customer within the meaning of section 15 of the German Stock Corporation Act (§ 15 AktG). For these, full licenses must be acquired in each case.

§ 3 Conclusion of the contract

(1) General
uniscon offers the service idgard to the customer on the website www. idgard.com and www. idgard.com. In order to use idgard, the customer must subscribe. For this purpose, the provided online form has to be filled out and sent to uniscon ("Offer"). During the registration process, the creation of a personal profile by the customer is required. In doing so, the Customer undertakes to provide the requested data correctly and completely, in particular also a valid e-mail address. In order to be able to use idgard, the customer must furthermore choose an administrator identification (user name) and determine a password for authentication. The e-mail address provided by the customer is considered the contact address between uniscon and the customer. uniscon will send all information concerning the contractual relationship to this contact address.

Acceptance of the offer is decided by uniscon at its own discretion. With the confirmation by uniscon, a contract between the customer and uniscon is concluded. The non-acceptance does not require any justification. The customer receives a notification about the acceptance.

If a customer uses a bonus code during registration that defines a free trial period, it applies only to the scope of licenses of the corresponding package.

The Customer can view all contract texts and the current status of the individual contract data at idgard at any time.

Nevertheless, the customer is recommended to print or save the texts.

(2) Use of idgard by invitation

If a Customer invites Users of the type "Full License" or "Guest" to a usage of idgard free of charge for these Users, it is necessary for the activation of the idgard access that the User designates a user ID and a password for authentication and agrees to the GTC.

If a User of the type "Full license" forgets his idgard username or password and the so-called "Password Unblocking Key" (PUK), he can be re-invited by the administrator and thus determine a new username and password. Users of the "Guest License" type can be re-invited by the inviter.

(3) Paid use of idgard

The customer can initially use idgard free of charge for a defined period of time or immediately conclude a contract with costs. In the context of the free trial use, a User can change from the type "Administrator" under the menu item Admin / Contract status or by other order with uniscon to the paid use. Further (payment) details are required for this.

Only standardized packages can be booked on the website www.idgard.de and www.idgard.com. Extensions and changes, i.e. switching between packages or adding full or guest licenses, can be made at iDGARD under the menu item Admin / Booking. A new request for more than 10,000 licenses within 90 days requires at least 90 days advance notice.

Only by confirming the button "Buy Now" the offer is submitted. After that, no more input corrections are possible. The contract for the paid use of the service idgard is again only concluded by the confirmation by uniscon.

§ 4 Duties of uniscon

(1) uniscon is obligated to provide the Customer with the subject matter of the contract as defined in § 1 and § 2 during the term of the contract as ordered. The accessibility of certain target networks or sites is not owed by uniscon.

(2) uniscon is not responsible for the functionality and performance of the user-side transmission system, nor for the performance of third party communication and transmission systems which, due to the Internet-specific characteristics, participate in the transmission of the data but were not selected by uniscon and whose behavior cannot be influenced by uniscon.

(3) The obligations of uniscon according to section 312i, point 1, sentence 1, number 1 to 3 of the German Civil Code and section 312i, point 2 of the German Civil Code (BGB) are hereby waived.

§ 5 Cooperation Duties of the Customer / User

(1) The Customer undertakes to comply with the system - requirements set out in the Technical Specifications. He may only use the interfaces recognized as standard or specified by idgard. Deviations require written consent.

(2) The access data such as password and user ID are defined by the User himself during the access creation. They are to be selected in compliance with recognized standards. Credentials may not be passed on to third parties. If the single-sign-on function has been booked, deviating rules may be agreed upon.

(3) User name and password are only stored anonymously. The aforementioned data is not accessible to uniscon due to its own and characteristic data protection devices, so that it can no longer be retrieved by the User via uniscon. The User is obligated to keep his access data for full license Users, including the "Password Unblocking Key" (PUK) generated during registration, safe, secret and protected from access by unauthorized third parties, so that misuse of the data by third parties is excluded to the greatest extent possible.

There is no possibility on the part of uniscon to reset the account user name or password. When booking the single-sign-on function, deviating rules may be agreed upon.

(4) The Customer himself must ensure the daily backup of his data. In particular, the Customer shall ensure a backup of the user IDs and passwords of third party services, which he stores securely in the Sealed Cloud by means of idgard. This must be done at appropriate intervals and in accordance with the proven and current state of the art.

(5) The Customer and its Users must not use the Service to commit criminal acts, such as, in particular, crimes against sexual self-determination, conspiracy or incitement to commit acts of violence, infringements of intellectual property rights, fraudulent acts, defamation, insults, computer crimes or other criminal acts.

(6) If a third party asserts a claim against the Customer and/or uniscon for infringements by a User in the context of the use of the services, in particular for criminal offenses or infringements of intellectual property, or informs uniscon thereof, uniscon shall be entitled to immediately prohibit a User from using the service and to block the User's access as long as the asserted claim has not been finally rejected by a court of law or the third party has bindingly waived its claims.

(7) The Customer is obligated to use the Service in accordance with the contract for all of its invited Users (Users of full licenses and guest licenses).

§ 6 Remuneration

(1) The amount of the remuneration for the services rendered by uniscon is based on the price list valid at the time of the conclusion of the contract, which can be viewed on the website.

(2) uniscon is entitled to change the price list. uniscon will inform the Customer about changes to the price list in text form at least six weeks before the changes take effect. If the Customer does not agree with the change of the price list, he can terminate this contractual relationship extraordinarily at the time of the intended coming into effect of the change of the price list.

(3) The termination must be in text form. If the Customer does not terminate the contractual relationship at the time the price change becomes effective, the price change shall be deemed to have been approved by the Customer. uniscon shall specifically draw the Customer's attention to the intended significance of its conduct when notifying the Customer of the price change.

§ 7 Payment Terms

(1) During the paid use, the service is provided to the Customer against advance payment for a defined period of time.

(2) The invoices are available for download by the Customers in the administrator area. The administrator is notified of new invoices by e-mail. If agreed separately, invoices can also be sent to the Customer by mail. In this case, the invoices are not visible in the administrator area.

(3) The available payment methods are described on the page www.idgard.de and www.idgard.com.

§ 8 Blocking

(1) uniscon is entitled to temporarily block the Customer's access if
   a. the customer repeatedly violates the provisions of these GTC,
   b. a direct debit or collection of the remuneration has failed or is not possible or the Customer has objected to it,
   c. there is reasonable suspicion that a third party is (co-) using the Customer's access,
   d. there is any other case of misuse of the service (see § 5),

e.   an extraordinary reason for termination is given.

(2) In all cases, the Customer will be informed of the blocking in good time beforehand (warning).

§ 9 Term of Contract & Right of Termination

(1) The term of the contract for the use of idgard starts with the activation of the service. With a change of the package or the scope of the licenses the existing contract ends and a new one - with the new scope of the licenses - begins.

(2) In the case of monthly contracts, the Customer can terminate the contract with 14 days' notice before the end of the month by declaration to uniscon. In the case of annual contracts, the Customer may terminate the contract with 30 days' notice before the end of the 12-month period by declaration to uniscon, unless otherwise agreed.

(3) Terminations can be made in text form (e.g. e-mail).

(4) If debits fail two months in a row or a due debt has not been paid by the Customer within two months, uniscon has the right to an extraordinary termination of the contractual relationship. In this case, the Customer will be invoiced for all outstanding invoice amounts as well as the accrued bank charges in one total claim and will be due immediately. Furthermore, in such a case, uniscon is entitled to charge the Customer for default costs as damages.

(5) After termination of the contractual relationship, uniscon shall make its content available to the customer for download for a period of four weeks. Any rights of retention of uniscon remain unaffected.

§ 10 Liability

(1) The liability of uniscon for damages resulting from the use of telecommunications services for the public is governed by the provisions of the German Telecommunications Act (*Telekommunikationsgesetz*, TKG).

(2) Outside the scope of § 10 (1), liability is governed by the following provisions: uniscon is liable for intent and gross negligence. For slight negligence (*leichte Fahrlaessgkeit*), uniscon shall only be liable in the event of a breach of an essential contractual obligation (*wesentliche Vertragspflicht*), the fulfillment of which is a prerequisite for the proper execution of the contract and the observance of which the customer may regularly rely on, as well as in the event of damages resulting from injury to life, body or health. uniscon shall only be liable for foreseeable damages, the occurrence of which must typically be expected.

(3) In the event of slight negligence (*leichte Fahrlaessgkeit*), liability shall be limited to EUR 25,000 in addition to the provisions of § 10 (2).

(4) uniscon shall not be liable for the loss of data insofar as the damage is due to the Customer's failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort.

(5) uniscon is not liable for any damage that occurs because of
a.   a User makes his user ID and/or password accessible to a third party negligently or intentionally,
b.   the Customer uses the WebDAV interface,
c.   the Customer does not verify the integrity of the TLS connection to idgard by means of TLS certificate and "fingerprint",
d.   the User makes invitations to Privacy Boxes without a Box Code, or sends the Box Code on the same medium as the Box Link, or
e.   the Privacy Boxes are not locked or "sealed" (number of possible accesses = 0), or
f.   an idgard use from a device that is not up to date with the device supplier's firmware and software, or
g.   an idgard use from a device that is operated without state-of-the-art malware protection software.

(6) In the case of free trial use of the Service as well as in the case of the provision of software pursuant to § 12, the following shall apply: uniscon provides the Service or the software on a loan basis. Accordingly, uniscon shall not be liable for defects in quality or title of the Service and Software provided free of charge, except in cases of fraudulent intent and subject to the following (7).

(7) uniscon is liable with regard to the service provided free of charge and the software - analogous to the regulations on lending - for damages of the customer caused intentionally and by gross negligence. Any further claims are excluded, regardless of the legal basis. Any claims under the German Product Liability Act (*Produkthaftungsgesetz*) shall, however, remain unaffected.

§ 11 Changes

(1) Unless otherwise specifically regulated, uniscon is entitled to amend or supplement these contractual terms and conditions as follows. uniscon will notify the Customer of the amendments or supplements in text form no later than six weeks before they take effect. If the Customer does not agree with the changes or additions to the contractual conditions, he can object to the changes with a notice period of one week at the time the changes or additions are intended to take effect.

(2) The objection must be made in text form. If the Customer does not object, the amendments or additions to the contractual terms and conditions shall be deemed to have been approved by him. uniscon shall specifically draw the Customer's attention to the intended significance of his conduct when notifying him of the amendments or additions to the contractual terms and conditions.

§ 12 Provision of software

uniscon provides the software helpful for using idgard (browser extensions, mobile apps) free of charge. It is not required, only helpful to provide the service regulated by this contract. The Customer is granted a non-exclusive right, temporally limited to the term of this contract and spatially worldwide valid, to load the software into the RAM of an end device, to make a permanent copy of the software and to make copies for purposes of backing up the software. Further rights of use, in particular those which go beyond the purpose of the granting of rights, namely to enable the Customer and its User to use idgard, are not granted.

§ 13 Final provisions

(1) These GTC apply exclusively to all services provided by uniscon to Customers and Users of idgard. Deviating, conflicting or supplementary general terms and conditions of the Customer only become part of the contract if and insofar as uniscon has expressly agreed to their validity. This consent requirement applies in any case, for example even if uniscon performs its services without reservation in knowledge of the Customer's general terms and conditions.

(2) Individual agreements made with the Customer in individual cases (including side agreements, supplements and amendments) shall in any case take precedence over these GTC. For the content of such agreements, a written contract or the written confirmation of uniscon is decisive. However, employees of uniscon are not authorized to make verbal agreements with the Customer in connection with the contract that deviate from such written contract or confirmation by uniscon or these GTC.

(3) Place of performance for all contractual services is Munich.

(4) The laws of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(5) With respect to full merchants (*Vollkaufleute*), the registered

office of uniscon shall be the place of jurisdiction for all disputes arising from this contractual relationship. This also applies to legal entities under public law or special funds under public law. uniscon is, however, also entitled to take legal action at the domicile of the contractual partner.

(6) Should any provision of this contract be or become invalid, this shall not affect the validity of the remainder of this contract.

The above is a convenience translation. In case of doubt or contradiction, the German language version shall prevail.

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Attachment A
Technical specification for idgard

No separate software from uniscon is required to use idgard. The service can be accessed with current browsers. For use with other software, other interfaces (e.g. WebDAV, SAML and RESTful APIs) are generally available. uniscon provides the Customer with access facilitating and securing software (browser add-on and mobile apps) at its own discretion.

The Customer is further obliged to transmit data exclusively using and accepting the standards adopted in accordance with the Internet protocol https.

Each Customer receives the storage space from the pool of the volume booked by the administrator. The maximum size of individual files that can be stored in privacy boxes is currently 5 GB. This limit can be increased for a fee. The access quota, i.e. the maximum number of guests per Privacy Box, is limited to the number of 10,000. Furthermore, the number of Privacy Boxes per Customer is limited to 100 in the free trial mode and to 2,000 for paid use.

uniscon is entitled to carry out maintenance work after prior notice.