

General Terms and Conditions Services

1. Scope

- 1.1** The following General Terms and Conditions (GTC) apply to maintenance and services for media technology as well as Smart Building Support of the company GMS Global Media Services GmbH (GMS) for companies (clients) within the meaning of § 14 BGB.
- 1.2** Any terms and conditions of the customer that conflict with or deviate from these GTC shall only be recognised if GMS or an authorised representative expressly agrees to their validity in text form. The GMS GTC shall also apply if the deliveries and services are carried out in the knowledge of conflicting or deviating conditions of the customer. The GTC shall also apply to all future business with the customer without the need for express reference to this.

2. Subject matter of the contract, components of the contract

2.1 Maintenance and fault clearance services

- 2.1.1** GMS shall perform the service obligations described in the offer for maintenance and fault clearance services with the details and specifications regulated therein at the project or deployment location agreed therein.
- 2.1.2** Interference suppression services

Fault detection	The fault is reported by the client to the Service Desk or determined by GMS on site
Fault message	The fault is reported by e-mail to support@gms-gmbh.eu or by telephone to GMS Support and recorded in the ticket system.
Disturbance assessment	GMS will assess whether the removal of the fault can be carried out remotely or must be carried out on site. If an on-site intervention is necessary, GMS will coordinate this with the client.
Fault detection	GMS records all faults centrally in the ticket system and tracks them until the fault is rectified
Fault clearance/ Troubleshooting	Remedy or restoration of the function, if necessary also by alternative solutions (workaround) and subsequent restoration. If the fault clearance can take place remotely, it will be carried out by telephone assistance.
Documentation and conclusion	The fault clearance is documented and the fault reporters and process participants are informed about the completion.

2.1.3 Maintenance services

Maintenance includes

- a. Detailed inspection and testing of the system components to be maintained - technical check for component faults.
- b. Conduct a system test with full audio and video system functions.
- c. Conduct a video conference test call.
- d. Complete function test via operation through the user touch panel.
- e. Make adjustments to audio levels and EQ, if necessary, to optimise the acoustic sound quality.
- f. Reload the system software if necessary to restore functions or update code changes as required.

- g. Open and clean the unit filters and remove dust from the system components.
- h. Perform geometry and colour balance adjustments on projectors to achieve optimal image quality.
- i. Documentation of lamp runtime and general condition of the projector; recommendation to install replacement lamp if it has reached 90% of your recommended runtime.
- j. Investigation and repair of faulty connections in the system, if necessary.
- k. Creation of a maintenance protocol.

2.1.4 Unless otherwise agreed in writing, maintenance shall take place once a year at the initiative of GMS. GMS shall provide a choice of two dates, one of which shall be confirmed by the customer in writing within a reasonable period of time. The customer is neither entitled to a third date option nor to a credit note in the event of non-utilisation. This shall also apply if the customer cancels the appointment that has already been confirmed in writing, for whatever reason.

2.1.5 The Client shall appoint a central contact person for GMS for all matters.

2.1.6 GMS shall perform the service in accordance with the recognised rules of technology. If a specific service level has been agreed, the provisions as defined in the offer shall apply.

2.2 Smart Building Support

2.2.1 GMS shall provide the service obligations for Smart Building Support described in the offer with the details and specifications set out therein remotely from GMS. If it is not possible to rectify faults in the sensors, hardware or infrastructure remotely, this shall be carried out by the GMS service team on site at the agreed project location.

2.2.2 Services

The following services are included in Smart Building Support:

a. Incident management: Elimination of faults and errors within the application as well as elimination of errors in the sensors, hardware and infrastructure.

Fault detection	The fault is reported by the client to the service desk or determined by GMS. If GMS detects a fault, it also reports it to the client.
Fault message	The fault is reported by e-mail to support@gms-gmbh.eu or by telephone to GMS Support and recorded in the ticket system.
Fault detection	GMS records all faults centrally in the ticket system and tracks them until the fault is rectified
Fault clearance/ Troubleshooting	An initial interference suppression is initiated.
Documentation and conclusion	During the fault clearance process, the progress of the fault clearance is documented and fault reporters as well as process participants are informed about its completion

b. Updates and maintenance of the application

Updates and maintenance follow the manufacturer's cycles and are provided automatically without further information.

c. Changes to the platform

Changes will be made by arrangement.

d. Release management

Release management follows the cycles and specifications of the platform manufacturer (Thing Technologies GmbH).

2.2.3 GMS shall only be obliged to provide the service if the infrastructure to be provided by the customer is fully available.

2.2.4 All activities shall be performed and rendered remotely by GMS. The client shall ensure all necessary technical requirements for access to its environment. If it is not possible to rectify errors in the sensors, hardware or infrastructure remotely, this will be done by an on-site visit by the GMS service team.

3. Service hours

3.1 Maintenance and fault clearance services

All services under this Agreement shall be provided within the defined service hours of Monday to Friday from 9:00 am to 5:00 pm CET (except on public holidays in the federal state of Hesse).

4. Service Level

4.1 Maintenance and fault clearance services

The response times for fault clearance are stated in the quotation or order confirmation.

4.2 Smart Building Support

Faults and services are remedied on a "best effort" basis. Troubleshooting is usually done in three working days or less.

5. Dates and deadlines

5.1 Dates or deadlines shall only be deemed agreed if they have been confirmed by GMS in text form. Insofar as no deviating agreements have been made, they shall commence with this confirmation and shall be agreed again if changes occur later.

5.2 Compliance with deadlines and dates by GMS always presupposes that the Customer fulfils his obligations to cooperate in good time and in full. If the customer fails to do so and if compliance with deadlines and dates depends directly or indirectly on compliance with such an obligation on the part of the customer, agreed deadlines shall be extended and dates postponed at the request of GMS by the period of time corresponding to the delay, as well as by a reasonable restart period. In this context, the fact that GMS always uses existing personnel and other resources to full capacity must be taken into account.

6. Duty to cooperate

6.1 Maintenance and fault clearance services

6.1.1 The client shall support GMS in the best possible way. This includes in particular:

- Coordination and confirmation of maintenance dates in writing,
- Providing the necessary premises and enabling undisturbed work,
- Provision of support staff, if required and after notification of this need by the contractor,
- Immediate acceptance of services.

6.1.2 If the AV systems to be maintained and serviced were not fully planned and installed by GMS, they shall be made available by the Customer prior to the commencement of services:

- Plans of the AV installations
- uncompiled source code of the media control and touch panel (non-compiled source code and system drawings cannot be obtained from the installations. Updates to the systems cannot be carried out without these files).
- Compiled code extracted from the system controller
- Configuration of the files for the following equipment:
 - Ethernet routers/switches used in the AV sector
 - Audio Digital Signal Processors
 - Broadcast Router/Controller
- List of IP addresses for all network-connected AV devices
- List of current software/firmware version levels for critical system components:
 - AV system controller
 - Ethernet routers/switches used in the AV sector
 - audio digital signal processors
- Accurate inventory of AV assets with original installation date and description of current condition

6.1.3 The completeness and correctness of the information according to 6.1.2 as well as the full operational functionality of the existing AV systems not installed by the Contractor shall be checked by the Contractor within two weeks after handover of the information and confirmed or objected to in writing. The Contractor's obligation to perform shall not commence until the information has been provided in full and only if the existing AV systems have been confirmed to be fully functional.

6.1.4 If it is not possible for the Client to provide the data in full in accordance with 6.1.2, the Contractor shall attempt to generate this itself within the framework of a best-effort process. This service is not the subject of this contract and can be invoiced separately by the contractor in accordance with the standard price list. The start of the obligation to perform shall then be postponed accordingly.

6.2 Smart Building Support

The Customer shall ensure at its own expense that GMS is provided with the necessary prerequisites for the performance of the services as agreed and that

- report a malfunction in such a comprehensive way that the problem can be traced,
- Fill in the forms completely,
- Provide support through the client's IT,
- Recreate problems,
- Check troubleshooting,
- Answer queries.
- appoint a competent contact person,
- fulfil further obligations to cooperate listed in the service description.

6.3 If the customer or his authorised representative violates a duty to cooperate, he shall be obliged to compensate GMS for the resulting damage.

7. Service prices

7.1 The prices agreed in the offer shall apply.

7.2 Unless otherwise agreed, GMS is free to adjust the prices annually. GMS will announce this two months before the end of the contract year. In this case, the customer has a right of cancellation to the end of the contract year.

7.3 On-site assignments shall be remunerated on the basis of the hourly rates stated in the offer/order confirmation, including travelling time to and from the site, plus travel and accommodation costs, unless the assignment is included in the price according to the offer/order confirmation

8. Claims for defects and liability

- 8.1 The Client is aware that Smart Building Solutions may be subject to interruptions due to maintenance or other reasons, which may include longer interruptions. For this reason, the Client will ensure that it has alternative solutions for all Smart Building solutions so that it does not suffer any damage in the event of an interruption or failure. In no case will GMS therefore be liable for direct or indirect damage due to a failure or interruption, insofar as this is permitted by law.**
- 8.2 In the event of defective performance, the Customer may initially only demand subsequent performance. Reported material defects shall be remedied by GMS within a period of time appropriate to the severity of the defect in accordance with the statutory provisions. In the case of Smart Building Support, substitute performance by third parties is not permitted.
- 8.3 Insofar as defects are due to circumstances for which the Customer is responsible, GMS shall remedy them at the request of the Customer according to the actual expenditure at the conditions defined in the order.
- 8.4 The statute of limitations for material defects is based on the statute of limitations of the equipment manufacturer or the statutory provisions, unless otherwise agreed.
- 8.5 GMS is not liable for negligence.
- 8.6 The liability of GMS shall be governed exclusively by the agreements made in this contract. All claims not expressly granted therein, in particular claims for compensation for damage of any kind, including damage that has not occurred to the subject matter of the contract itself, are excluded.
- 8.7 This exclusion of liability shall not apply in the event of intent or gross negligence on the part of GMS, a legal representative or vicarious agent, or in the event of a breach of material contractual obligations. In these cases, however, the compensation for damages may not exceed the loss incurred and the loss of profit, which GMS knew or should have known at the time of the conclusion of the contract, taking into account the circumstances, or should have known as a possible consequence of the breach of contract. This shall not apply insofar as GMS is liable for intent. This also does not apply to damages resulting from injury to life, body or health which are based on a negligent breach of duty by GMS or an intentional or negligent breach of duty by a legal representative or vicarious agent. The exclusions and limitations of liability apply to the same extent in favour of the legal representatives, other organs, executive and non-executive employees and other vicarious agents.
- 8.8 Neither party shall be liable for any indirect consequential damages, damages beyond its reasonable control, or claims for loss of revenue, profit, productivity or business.

9. Remuneration and terms of payment

- 9.1 Monthly recurring remunerations shall be invoiced in advance at the beginning of each month, annually recurring remunerations shall be invoiced in advance at the beginning of each year.
- 9.2 One-off remunerations as well as additional costs which may arise in connection with maintenance or service tickets and which the customer has agreed to, e.g. spare parts orders or repairs from third-party suppliers, will be invoiced together with the service when the ticket is closed or after completion of the maintenance.
- 9.3 Prices for equipment and materials are net, i.e. ex works, excluding packaging, delivery, assembly and VAT, customs duties or other public charges. Costs of packaging, delivery and VAT will be invoiced separately.

- 9.4 If, at the request of the Customer, the delivery and service takes place after the agreed delivery date, GMS may charge the Customer for the necessary costs of storage, insurance and financing of the delivery item at the customary local rates.
- 9.5 For hourly wage work, the prices according to the offer shall apply, if no price agreement has been made there, 7.2 shall apply. The customer shall name persons to GMS, including representatives for them, who are authorised to receive and approve the hourly wage slips for maintenance and fault clearance services. The handover can take place by mail delivery.
- 9.6 Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries that take place 4 months or later after conclusion of the contract.
- 9.7 All liabilities shall be paid immediately and without deduction within 10 calendar days of receipt of the invoice. If the customer defaults on payment, GMS shall be entitled to claim default interest at a rate of 8 percentage points above the base rate in accordance with § 288 II BGB. GMS reserves the right to assert a higher damage caused by default.
- 9.8 In the event of default in payment, GMS shall be entitled to exercise a right of retention for all further services or to demand advance payment or the provision of security to this extent, without prejudice to further statutory rights and without prior notice. The same shall apply if GMS becomes aware of facts which give rise to justified doubts about the customer's ability to pay.
- 9.9 Bills of exchange and cheques must only be accepted by GMS if this has been agreed in text form and even then only on account of payment. Payment shall only be deemed to have been made when the amount owed has been irrevocably credited.
- 10. Right of set-off and retention**
The Customer shall only be entitled to offset if its counterclaims have been legally established or are undisputed or recognised by GMS. This shall not apply to claims due to defects arising from this contract. The customer shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.
- 11. Term and termination**
- 11.1 The terms of the agreements are specified in the offer.
- 11.2 Both parties have the right to terminate without notice for good cause. Good cause for termination includes all circumstances that make further cooperation with the other party unacceptable.
- 11.3 At the request of the customer, GMS shall return to the customer all documents received for the performance of the services. GMS shall also be obliged, at the request of the customer, to delete all data and copies thereof which it has received in connection with the activity for the customer from data carriers which are not to be handed over to the customer, unless these are to be retained for legal reasons.
- 12. Secrecy**
- 12.1 GMS undertakes to maintain secrecy about all information acquired in connection with its activities about business and operational matters of the customer. This shall also apply for a period of 24 months after termination of this contract.
- 12.2 GMS shall only make this information accessible to third parties after prior written information of the customer and only insofar as this is necessary for legal reasons or for the fulfilment of the contract.
- 12.3 The confidentiality obligation shall apply only to the extent that and until the aforementioned information and documents are proven to be in the public domain without the intervention of the party obliged to maintain confidentiality or have been

made available to third parties without a confidentiality obligation. Statutory disclosure obligations remain unaffected.

- 12.4 Insofar as GMS becomes aware of data in connection with this contract which is subject to secrecy in accordance with the Telecommunications Act or the respectively applicable data protection regulations, it shall observe the secrecy regulations regulated therein. In particular, GMS shall instruct its vicarious agents accordingly.

13. General

- 13.1 The contract and the entire legal relationship between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 13.2 The place of jurisdiction for all disputes arising in connection with this contract or concerning its validity is Frankfurt am Main.
- 13.3 The Client agrees that its data may be stored and processed by computer, insofar as this is necessary for the proper handling of the contractual relationship.

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