

1. Scope of Application

1.1 These General Terms and Conditions ("Terms") apply to all deliveries, products, services, consulting services, support services, managed services, software, cloud services, Software-as-a-Service ("SaaS"), subscription services and related activities provided by comdivision consulting GmbH ("comdivision").

1.2 These Terms apply exclusively to customers acting in the course of their trade, business, profession or public function (each a "Customer"). They do not apply to consumers.

1.3 Any conflicting, deviating or additional terms and conditions of the Customer shall not apply unless expressly accepted by comdivision in writing. This shall also apply if comdivision performs services without expressly objecting to such terms.

1.4 Individual agreements, offers, order confirmations, Statements of Work ("SOW"), service descriptions, Data Processing Agreements, Service Level Agreements and other expressly incorporated contractual documents shall prevail over these Terms in the event of inconsistencies.

1.5 These Terms are intended for contracts with Customers located in the European Union, the European Economic Area, the United Kingdom and Switzerland. Separate terms may be required for other jurisdictions, including the United States of America.

2. Definitions

Software: standard software, subscription software, virtual appliances, license keys, digital software products, automations, scripts and related documentation where applicable.

Subscription: a time-limited right to use software, cloud services, SaaS or support services.

SaaS: software made available for use via the Internet or another network without permanent local installation by the Customer.

Cloud Service: hosting, platform, infrastructure, management, monitoring, automation or other cloud-based services provided by comdivision or third parties.

Professional Services: architecture, consulting, design, implementation, integration, migration, operational support, optimization, health-check, training and knowledge transfer services.

Third-Party Products: products, services, software, subscriptions, cloud services, support offerings or deliverables supplied by manufacturers, vendors, distributors, licensors or other third parties.

Affiliate: any entity that directly or indirectly controls, is controlled by or is under common control with a party.

3. Offers and Contract Formation

3.1 Offers, proposals and quotations issued by comdivision are non-binding unless expressly designated as binding in writing.

3.2 A contract is formed upon the earliest of written acceptance by comdivision, electronic acceptance by comdivision, delivery of software or hardware, commencement of service performance, provision of license keys, activation of cloud, SaaS or subscription services or another act clearly indicating acceptance by comdivision.

3.3 Projects are based on the commercial, technical, organizational and legal assumptions set out in the applicable proposal, SOW, service description or order confirmation. If such assumptions change, comdivision may adjust scope, pricing, timelines, resource requirements and deliverables accordingly.

3.4 comdivision may use subcontractors, freelancers and affiliated companies for service delivery, provided that comdivision remains responsible for contractual performance in accordance with these Terms.

3.5 Customer purchase orders, procurement documents, vendor onboarding portals or similar administrative documents shall not modify these Terms unless the modification is expressly accepted by comdivision in writing.

4. Hardware Deliveries

4.1 Delivery dates are indicative unless expressly agreed as binding in writing.

4.2 Unless otherwise agreed, deliveries shall be made EXW Muenster, Germany (Incoterms 2020).

4.3 Risk of accidental loss or deterioration passes to the Customer upon handover to the carrier, freight forwarder or other transport provider.

4.4 Partial deliveries are permitted where reasonable for the Customer.

4.5 comdivision shall not be liable for delivery delays caused by manufacturers, vendors, distributors, logistics providers, customs processes, export restrictions, force majeure events or other circumstances outside comdivision's reasonable control.

5. Software Licensing

5.1 Third-party software is subject primarily to the license terms, service terms, subscription terms, support policies and usage rights of the respective manufacturer or licensor.

5.2 comdivision generally acts as reseller, intermediary, solution provider, implementation partner or service provider and does not become the manufacturer or licensor of Third-Party Products.

5.3 License rights, subscription rights and support entitlements arise only after full payment and, where applicable, activation or confirmation by the respective manufacturer.

5.4 The Customer may use software only within the contractually agreed and manufacturer-permitted scope.

5.5 Reverse engineering, decompilation, disassembly or other technical analysis is prohibited except to the extent mandatory law expressly permits such activity.

5.6 The Customer is solely responsible for compliance with all licensing metrics, usage metrics, capacity limitations, named-user models, processor, core, socket, workload, virtual machine, cloud instance and other manufacturer licensing requirements.

5.7 Manufacturer license audits, compliance procedures and entitlement determinations remain outside the responsibility and control of comdivision unless expressly agreed otherwise in writing.

6. Bring Your Own License (BYOL)

6.1 Where the Customer provides, acquires or maintains software licenses, subscriptions, support agreements or other usage rights independently from comdivision ("Bring Your Own License" or "BYOL"), the Customer remains solely responsible for obtaining, maintaining and renewing such rights.

6.2 The Customer is solely responsible for ensuring that all BYOL licenses are valid, legally obtained, active, in good standing, sufficient for the intended use case and compliant with all applicable manufacturer terms and conditions.

6.3 Unless expressly agreed in writing, comdivision is under no obligation to validate license entitlements, verify license compliance, perform licensing audits, calculate license requirements, confirm manufacturer licensing interpretations or monitor ongoing compliance.

6.4 comdivision may rely on information, entitlement records, license reports, procurement documentation and statements provided by the Customer or by third parties acting on the Customer's behalf.

6.5 Manufacturer audits, compliance claims, true-up processes, contractual disputes or claims relating to Customer-provided licenses remain solely between the Customer and the relevant manufacturer.

6.6 comdivision shall not be liable for shortfall fees, true-up costs, support reinstatement fees, penalties, audit findings, mandatory subscription purchases or compliance claims arising from the Customer's BYOL environment.

6.7 Where services involve VMware, Broadcom or any other third-party licensing program, license rights, subscription entitlements, support eligibility, renewal rights and compliance obligations are governed exclusively by the applicable manufacturer's terms and policies.

7. Manufacturer Audits, Compliance Reviews and License Verification

7.1 The Customer acknowledges that software manufacturers, licensors, cloud providers and subscription providers may conduct license audits, compliance reviews, entitlement verifications, deployment assessments, true-up exercises or similar verification procedures under their respective licensing agreements.

7.2 Unless expressly agreed in writing, comdivision does not assume responsibility for license inventories, entitlement reconciliation, license compliance verification, audit preparation, audit defence, interpretation of manufacturer licensing policies, compliance findings or negotiation of audit outcomes.

7.3 Where comdivision provides licensing guidance, optimization services, architecture recommendations, migration services, subscription assessments or compliance-related consulting, such services are performed based on information made available by the Customer and information available at the time of performance.

7.4 comdivision does not warrant or guarantee that the Customer is license compliant, that a manufacturer will accept a licensing interpretation, that a proposed deployment model will be approved, that an audit will not identify deficiencies or that a manufacturer will refrain from asserting additional claims.

7.5 comdivision shall not be liable for costs, penalties, true-up obligations, back-support payments, mandatory purchases, reinstatement fees, interest, audit charges or other financial consequences arising from license shortages, historical deployments, manufacturer policy changes, Customer usage patterns, procurement decisions or audit findings.

7.6 Any license review, license optimization assessment, subscription assessment, cost optimization review, compliance health check or similar engagement performed by comdivision supports commercial and technical decision-making only and does not constitute legal advice, audit services, compliance certification or an independent licensing opinion.

7.7 Where requested by the Customer, comdivision may provide reasonable assistance during a manufacturer audit or compliance review. Unless otherwise agreed, such assistance shall be performed on a time-and-materials basis at comdivision's then-current rates.

8. Subscription and Renewal Services

8.1 Subscription services are provided for the agreed term.

8.2 Unless otherwise agreed, subscriptions automatically renew for the originally agreed subscription term. If no term is expressly agreed, subscriptions renew automatically for successive periods of twelve (12) months.

8.3 Manufacturer price adjustments, currency changes, packaging changes and commercial program changes may apply to renewals.

8.4 comdivision is not liable for product discontinuations, license model changes, price changes, restrictions of manufacturer support, technical changes, roadmap decisions, change of ownership, mergers, acquisitions, restructurings, insolvencies or cessation of business by manufacturers or their affiliates.

8.5 If manufacturer decisions materially affect the contractual services, comdivision may adjust affected services or replace them with a functionally comparable alternative where commercially reasonable and reasonable for the Customer.

8.6 If a manufacturer permanently discontinues a product, subscription, SaaS service or support offering, comdivision's obligation to provide that item ends when the manufacturer discontinues it.

8.7 Refunds shall be provided only to the extent that comdivision receives a corresponding refund or credit from the respective manufacturer.

8.8 Manufacturer price increases do not entitle the Customer to terminate already agreed fixed terms prematurely unless mandatory law requires otherwise.

9. SaaS and Cloud Services

9.1 SaaS and Cloud Services are provided based on their then-current functionality and scope.

9.2 The Customer acknowledges that cloud services cannot be operated entirely without interruption, latency, maintenance windows or technical limitations.

9.3 Scheduled maintenance windows, emergency maintenance, manufacturer maintenance and third-party platform maintenance do not constitute downtime unless expressly agreed otherwise in an SLA.

9.4 comdivision may modify services where required to improve security, comply with legal requirements, reflect manufacturer changes, maintain operational integrity or avoid material risks, provided that no material core functionality is removed without reasonable cause.

9.5 Availability commitments apply only if expressly agreed in a separate written Service Level Agreement.

10. Professional Services

10.1 Professional Services are performed in accordance with the applicable service description, proposal, SOW or other separate agreement.

10.2 comdivision performs Professional Services in accordance with recognized industry practices and based on the knowledge available at the time of performance.

10.3 Unless expressly agreed as work owed to a specific result, Professional Services constitute services of effort and expertise. A specific success or result is not owed.

10.4 Unless expressly agreed in writing, comdivision does not guarantee a specific commercial, organizational, technical, operational or financial outcome or the achievement of specific project, operational or transformation objectives.

10.5 Recommendations, assessments, architecture concepts, roadmaps, health checks, optimization analyses, business cases and similar consulting outputs constitute professional recommendations only.

10.6 All final decisions regarding architecture, procurement, licensing, implementation, operating model, security level, high availability, disaster recovery, compliance requirements and data protection measures remain solely with the Customer.

10.7 Consulting and architecture services may be based on manufacturer information, roadmaps, documentation, price lists, product announcements or public statements available at the time of performance. Subsequent changes do not create defect claims or an obligation to update previously delivered services free of charge.

10.8 Security assessments, risk analyses, compliance reviews, health checks and similar services are professional point-in-time assessments and cannot guarantee discovery of all vulnerabilities, misconfigurations, compliance deviations, operational risks or cyber risks.

10.9 In infrastructure, cloud, platform, data, system or application migrations, not all risks can be excluded. The Customer remains responsible for adequate backups, recovery procedures and emergency concepts.

10.10 Training, enablement, workshop, coaching, knowledge transfer and mentoring services convey knowledge and best practices based on the knowledge available at the time of performance. Successful implementation by the Customer is not owed.

10.11 Where knowledge transfer or project handover is agreed, the respective performance is deemed completed upon delivery of the agreed workshops, presentations, training sessions or handover meetings.

10.12 The Customer is responsible for internal documentation, knowledge retention, training of additional staff and organizational embedding of transferred content.

10.13 comdivision does not warrant that transferred knowledge remains available within the Customer organization after staff changes, resignations, internal role changes, illness or other unavailability of individual employees.

10.14 Recordings of trainings, workshops, architecture reviews, enablement sessions or similar events by the Customer require prior written approval by comdivision and may be used only for internal business purposes if approved.

10.15 comdivision may provide services remotely, on-site or in a hybrid model, unless otherwise agreed. The Customer shall provide the required communication, network and access options in due time.

10.16 comdivision operates an international delivery model and may use employees, consultants, architects, support staff, project managers, affiliates, subcontractors or other personnel from Germany, EU Member States, Switzerland, the United Kingdom, the United States of America, the United Arab Emirates and other locations where required for contractual performance.

10.17 The Customer shall notify comdivision in writing before contract conclusion of all legal, regulatory, organizational, security-related or contractual requirements that restrict or exclude personnel from specific countries or locations, including requirements relating to KRITIS, NIS2, defense, government, military, classified projects, export control, group policies or compliance rules.

10.18 If such restrictions are notified only after contract conclusion, comdivision may adjust project plans, use other resources, charge additional costs, reasonably postpone deadlines or economically recalculate the offer.

10.19 Unless expressly agreed, the Customer has no claim to the use of specific persons, nationalities, residences or locations. comdivision may replace assigned resources with equally or more qualified resources.

10.20 Project deliverables such as documentation, concepts, designs, assessments, architecture drafts, automations, scripts or other work products are deemed accepted if the Customer does not notify material defects in writing within ten (10) business days after delivery.

10.21 Unless required by law, comdivision is not obliged to retain project documents, work-in-progress materials, notes, configuration data, access information or other project-related information for more than twelve (12) months after project completion.

11. Change Management and Scope Changes

11.1 Any request or circumstance that changes assumptions, scope, timelines, deliverables, dependencies, technical requirements, quantities, supported environments, integrations, compliance obligations, security requirements or staffing may constitute a change request.

11.2 comdivision may adjust project plans, timelines, fees, resource requirements, dependencies and delivery commitments accordingly.

11.3 Unless otherwise agreed in writing, change requests shall be performed on a time-and-materials basis at comdivision's then-current rates.

11.4 comdivision is not obliged to commence work on a change request before the commercial and operational impact has been agreed or, where appropriate, before the Customer has approved a written change request.

12. Customer Delays, Project Suspension and Replanning

12.1 If the Customer delays, interrupts or prevents project performance, comdivision may adjust project plans, reallocate resources, postpone agreed dates and charge additional efforts separately.

12.2 If a project is inactive for more than thirty (30) calendar days due to reasons attributable to the Customer, comdivision may request reassessment of timeline, effort, scope, resource availability and fees.

12.3 If a project remains inactive for more than ninety (90) consecutive calendar days due to reasons attributable to the Customer, comdivision may reallocate reserved resources, require project re-planning, revise commercial assumptions and charge reasonable re-onboarding costs.

12.4 Customer procurement, onboarding, approval, access, security review or internal release processes shall not delay payment obligations unless expressly agreed in writing.

13. Managed Services

13.1 Managed Services are provided based on a separate service description, SOW or managed service agreement.

13.2 comdivision monitors and supports only systems, services, environments, accounts and components expressly included in the agreed scope.

13.3 The Customer remains responsible for backups, disaster recovery, business continuity, compliance requirements, statutory reporting obligations and data governance unless expressly included in the managed service scope.

13.4 Emergency, escalation, out-of-hours or exceptional services outside agreed service windows may be charged separately.

13.5 Managed Services do not include manufacturer support, cybersecurity incident response, forensic analysis, penetration testing or managed detection and response unless expressly agreed.

14. Customer Responsibilities

14.1 The Customer shall provide all information, documents, access rights, approvals, technical infrastructure, network connectivity, qualified contacts and cooperation reasonably required for service delivery in due time.

14.2 The Customer shall grant only such access rights as are necessary for service performance and remains responsible for permission management, authentication, multi-factor authentication and granting and revoking access rights.

14.3 Delays caused by insufficient cooperation, missing access, incomplete information or unavailable contacts extend agreed timelines reasonably and may result in additional charges.

14.4 The Customer is responsible for maintaining, verifying and periodically testing appropriate backup, recovery, business continuity and disaster recovery procedures.

14.5 The Customer shall inform comdivision without undue delay of material changes to its environment, requirements, risk profile, compliance obligations or security restrictions that may affect service performance.

15. Pricing, Payment and Electronic Invoicing

15.1 All prices are net amounts exclusive of VAT, sales tax, withholding tax, customs duties and other applicable taxes, levies or public charges.

15.2 Invoices are due immediately without deduction unless otherwise agreed.

15.3 In the event of late payment, default interest shall accrue at eight (8) percentage points above the applicable base rate under German law or the maximum amount permitted by applicable law, whichever is legally enforceable.

15.4 For each written payment reminder, comdivision may charge a flat administrative fee of one (1) cd:credit unless the Customer proves that no or substantially lower damage or effort occurred.

15.5 comdivision may suspend support services, Professional Services, project work, Customer portal access or delivery of non-activated license keys if the Customer is more than fourteen (14) calendar days overdue with material payment obligations.

15.6 Set-off and retention rights may be exercised only for undisputed claims or claims finally adjudicated by a competent court.

15.7 comdivision may provide invoices, credit notes, performance records, reminders and other billing-related documents exclusively in electronic form, in particular by email in PDF format to the billing or accounting address designated by the Customer.

15.8 The Customer is responsible for maintaining current invoice recipients, email addresses and technical receiving requirements. Electronic invoices are deemed received when the message reaches the Customer-designated email system.

15.9 If the Customer requires specific invoice formats, e-invoicing processes, XRechnung, ZUGFeRD, Peppol, procurement platforms, vendor portals, purchase order processes, cost centre structures, project references, approval workflows, customer-specific formats or ERP/procurement system requirements, such requirements must be fully notified in writing before contract conclusion and are binding only if confirmed by comdivision in writing.

15.10 Access costs, registration fees, vendor portal costs and related efforts shall be borne by the Customer unless otherwise agreed.

15.11 Subsequently introduced procurement, portal, approval or invoice requirements may entitle comdivision to adjust prices, deadlines and billing processes and to charge additional efforts.

15.12 All communications regarding invoices, payment information, invoice recipients, purchase orders, vendor master data, reminders, credit notes, e-invoices and vendor onboarding shall be conducted exclusively through the accounting contact designated by comdivision. At the date of these Terms the central address is accounting-help@comdivision.com, which comdivision may change by notice.

15.13 Missing purchase orders, cost centres, invoice references, e-invoice formats or other billing information do not affect the due date or validity of the invoice. Delays in the Customer's internal procurement or approval process fall within the Customer's responsibility.

16. Data Protection

16.1 The parties shall comply with applicable data protection laws, including Regulation (EU) 2016/679 (GDPR), the UK GDPR and the Swiss Federal Act on Data Protection to the extent applicable.

16.2 Where required, the parties shall enter into a Data Processing Agreement (DPA).

16.3 Unless expressly agreed otherwise, the Customer remains the controller of Customer data and is responsible for the lawfulness, quality, accuracy, relevance and content of its data.

16.4 The Customer shall not provide special categories of personal data, classified information, export-controlled data or highly sensitive data unless such processing is expressly agreed and appropriate safeguards have been implemented.

16.5 International transfers of personal data shall be governed by applicable data protection law and the data protection agreement between the parties where required.

17. Information Security

17.1 comdivision shall maintain reasonable technical and organisational measures appropriate to protect its own systems and the services it provides.

17.2 comdivision shall inform the Customer without undue delay about significant security incidents to the extent they materially affect contractual service performance or systems of the Customer under comdivision's responsibility.

17.3 The Customer is obliged to implement its own appropriate security measures, including identity protection, access control, monitoring, backups and incident response procedures.

17.4 Neither party guarantees absolute IT security.

17.5 Audits of comdivision by the Customer require at least thirty (30) days' prior notice, may occur no more than once per calendar year, must not materially interfere with comdivision's business operations and shall be conducted at the Customer's cost unless mandatory law requires otherwise.

17.6 Compliance with regulatory requirements such as NIS2, DORA, GDPR, the EU AI Act, sector-specific security laws or comparable national or international regulations remains the Customer's responsibility unless expressly agreed otherwise.

17.7 The Customer shall inform comdivision without undue delay about security incidents, data breaches, ransomware attacks, compromised credentials or other incidents that may affect service delivery or the security of comdivision systems.

18. Confidentiality and Reference Use

18.1 Both parties shall treat as confidential all non-public information received from the other party in connection with the contractual relationship.

18.2 The confidentiality obligation survives termination or expiration of the agreement.

18.3 Statutory disclosure obligations, court orders, regulatory requirements and disclosures to professional advisers are unaffected, provided that legally permissible notice is given to the other party where feasible.

18.4 Unless the Customer objects in writing, comdivision may name the Customer as a reference customer using company name and logo after successful engagement.

18.5 Unless objected to in writing, comdivision may reference the Customer in case studies, customer success stories, public reference lists, conference presentations, industry award submissions and marketing materials, provided that confidential information is not disclosed without approval.

19. Intellectual Property Rights

19.1 All intellectual property rights remain with comdivision or the respective rights holder unless expressly transferred in writing.

19.2 The Customer receives only the usage rights expressly granted in the applicable agreement, SOW, service description or mandatory law.

19.3 Individually developed deliverables may be used by the Customer for its internal business purposes, unless a broader scope is expressly agreed.

19.4 All know-how, experience, methods, best practices, operating models, automation approaches, templates, scripts, workflows, designs, AI agents, prompt libraries, Terraform modules, Ansible roles, Power Automate flows, n8n workflows and reusable components developed, used or refined by comdivision remain the property and know-how of comdivision, even if used or further developed during service performance for the Customer.

19.5 The Customer may not publish, resell, sublicense, distribute or commercially exploit training materials, presentations, architecture diagrams, workshop results, checklists, operational documents, design documents, configuration examples or similar materials without prior written consent from comdivision.

20. Open Source Software and Technology Strategy

20.1 Services, deliverables, software components, automations, scripts, templates, infrastructure definitions, deployment artefacts or other work products provided by comdivision may incorporate, interact with, depend upon or be distributed together with Open Source Software.

20.2 Open Source Software means any software made available under an open source, source-available, community or similar license model. Any Open Source Software remains subject exclusively to the license terms applicable to that component.

20.3 To the extent required by the applicable Open Source license, such license terms prevail over conflicting provisions of the agreement solely with regard to the concerned Open Source component.

20.4 Unless expressly agreed in writing, comdivision does not provide an independent legal review, compliance certification or legal opinion regarding Open Source license compliance, attribution requirements, source code disclosure obligations, copyleft implications, license compatibility, export restrictions or intellectual property risks.

20.5 To the maximum extent permitted by law, Open Source Software is provided on an "AS IS" and "AS AVAILABLE" basis. comdivision provides no warranty regarding continued availability, maintenance, support, security, defect remediation, performance, compatibility, regulatory compliance or future development of Open Source Software unless expressly agreed otherwise.

20.6 Open Source Software may be maintained by independent communities, foundations, volunteers, commercial entities or other third parties outside comdivision's control. comdivision is not responsible for project discontinuation, license changes, withdrawal of components, vulnerabilities, lack of maintenance, project abandonment, governance changes or changes in community or vendor support.

20.7 Unless expressly included in the agreed scope, comdivision is not obliged to monitor Open Source Software for new vulnerabilities, CVEs, security advisories, license changes, community governance changes, project ownership changes, relicensing events, forks or compliance risks after completion of the services.

20.8 Technology recommendations by comdivision may include commercial software, subscription-based software, SaaS, cloud services, Open Source Software, source-available software or hybrid solutions. Recommendations are based on information available at the time and may consider business objectives, operational requirements, security, compliance, support, lifecycle, personnel availability, total cost of ownership, commercial implications and technical suitability.

20.9 Unless expressly agreed in writing, comdivision has no obligation to recommend, prioritise or prefer Open Source Software over commercial software, commercial software over Open Source Software, a particular vendor, a specific licensing model or a specific deployment model.

20.10 The existence of an Open Source alternative, community project, source-available solution or competing commercial offering shall not in itself be deemed evidence that a recommendation made by comdivision was inappropriate, incomplete or incorrect.

20.11 Final responsibility for selection, procurement, deployment, operation, governance and lifecycle management of any software, platform, service or technology solution remains solely with the Customer.

21. Warranty

21.1 For hardware and standard software, statutory provisions apply subject to the modifications in these Terms to the extent legally permissible.

21.2 Defects must be reported in writing without undue delay and with adequate information enabling analysis and reproduction.

21.3 There is no defect where software functionality is only insignificantly impaired, the issue is caused by third-party software, unsupported configurations, Customer modifications, improper use, missing updates or circumstances outside comdivision's responsibility.

21.4 comdivision may remedy defects by repair, replacement, workaround, re-performance or other reasonable measures at its discretion.

21.5 For Third-Party Products, warranty is limited to assignment of existing manufacturer claims to the extent legally permissible.

22. Service Levels

22.1 Service levels apply only if expressly agreed in writing.

22.2 SLA credits, if any, constitute the Customer's sole and exclusive remedy for the relevant SLA violation unless mandatory law requires otherwise.

22.3 SLA credits do not create additional damages claims, termination rights or other remedies unless expressly agreed.

23. Limitation of Liability

23.1 comdivision shall be liable without limitation for wilful misconduct, gross negligence, death, bodily injury or damage to health, fraudulently concealed defects and liability under mandatory statutory provisions.

23.2 In cases of ordinary negligence, comdivision shall be liable only for breach of essential contractual obligations, and such liability shall be limited to foreseeable damages typical for the type of contract.

23.3 Subject to Sections 23.1 and 23.2, the aggregate liability of comdivision arising out of or in connection with a contract, whether in contract, tort, negligence, statutory duty or otherwise, shall not exceed the higher of one hundred percent (100%) of the fees paid or payable by the Customer under the affected contract during the twelve (12) months preceding the event giving rise to the claim or EUR 500,000.

23.4 The foregoing limitation applies in aggregate to all claims arising from the same contract, SOW, project, service interruption, security incident, root cause or related series of events.

23.5 To the maximum extent permitted by law, comdivision shall not be liable for loss of profit, loss of revenue, loss of business opportunity, loss of anticipated savings, loss of goodwill, reputational damage, indirect damages, consequential damages, special damages, punitive damages or exemplary damages.

23.6 Liability for loss or corruption of data is limited to the reasonable costs of restoring such data from properly maintained and tested backups and recovery systems operated by or on behalf of the Customer.

23.7 The limitations and exclusions of liability apply equally for the benefit of employees, directors, officers, affiliates, subcontractors, freelancers and other vicarious agents of comdivision.

23.8 The Customer remains responsible for regular creation, verification and recoverability testing of its backups.

24. Indemnification

24.1 The Customer shall indemnify and hold harmless comdivision against third-party claims, damages, costs and expenses arising from unlawful Customer data, unlawful use of software, infringement caused by Customer-provided materials, export control violations, sanctions violations or breach of licensing terms by the Customer.

24.2 The Customer shall provide reasonable assistance in defending such claims and shall not settle any claim in a way that imposes obligations on comdivision without prior written consent.

25. Export Control and Sanctions

25.1 The Customer shall comply with all applicable export control, embargo, sanctions and trade regulation laws.

25.2 comdivision may suspend or refuse performance where regulatory requirements, sanctions risks, export control risks or similar legal restrictions require or reasonably justify such action.

25.3 The Customer shall not provide products, software, deliverables or services obtained from comdivision to sanctioned persons, entities, territories or end uses prohibited by applicable law.

25.4 The Customer shall provide all information reasonably required for export control classification, end-use checks, sanctions screening or compliance verification.

26. Term and Termination

26.1 Contracts run for the agreed minimum term.

26.2 The right to terminate for cause remains unaffected.

26.3 Upon contract termination, the Customer shall immediately cease all use of services, software or deliverables for which usage rights have ended.

26.4 comdivision may terminate contracts in whole or in part or suspend services if an insolvency petition is filed over the Customer's assets, insolvency proceedings are opened, payments are suspended, a material deterioration of financial circumstances becomes apparent or reasonable doubts arise regarding the Customer's ability to pay.

26.5 Termination does not affect already accrued payment claims, confidentiality obligations, intellectual property rights, liability limitations, indemnities, export control obligations, non-solicitation obligations or other provisions intended to survive.

27. Force Majeure

27.1 Neither party shall be liable for failure or delay caused by force majeure events beyond its reasonable control.

27.2 Force majeure includes war, terrorism, civil unrest, natural disasters, pandemics, epidemics, major cyberattacks, failure of public infrastructure, power outages, failure of cloud or telecommunications providers, government actions, embargoes, strikes, lockouts and comparable events.

27.3 The affected party shall inform the other party without undue delay and use commercially reasonable efforts to mitigate the impact.

28. Non-Solicitation

28.1 The Customer shall not, directly or indirectly, on its own behalf or on behalf of any third party, actively solicit, recruit, induce or encourage any employee, consultant, contractor, subcontractor, manager, director, freelancer or other personnel engaged by comdivision to terminate or materially reduce their relationship with comdivision.

28.2 This restriction applies during the contractual relationship and for twenty-four (24) months following termination or expiration of the respective agreement.

28.3 General recruitment campaigns not specifically targeted at personnel of comdivision, public job advertisements, unsolicited applications initiated independently by the relevant individual and recruitment efforts without prior targeted approach do not constitute a breach.

28.4 In the event of an intentional or negligent breach of this Section, the Customer shall pay to comdivision a contractual penalty in an amount reasonably determined by comdivision and subject to review by the competent court.

28.5 Unless exceptional circumstances justify a different amount, the contractual penalty shall generally correspond to the higher of EUR 75,000 per violation or twenty percent (20%) of the net contract value invoiced by comdivision to the Customer during the twelve (12) months preceding the breach.

28.6 Payment of a contractual penalty does not release the Customer from the non-solicitation obligation. comdivision reserves the right to seek injunctive relief and recover actual damages exceeding the contractual penalty. Any contractual penalty paid shall be credited against damages awarded for the same breach.

28.7 This clause applies equally to employees, executives, directors, freelancers, consultants, subcontractors and personnel of affiliated companies engaged in service delivery to the Customer.

28.8 The parties acknowledge that this restriction is reasonable and necessary to protect legitimate business interests, including investments in recruitment, training, certification, knowledge transfer, customer relationships and service continuity.

29. Compliance and Business Ethics

29.1 Both parties shall comply with applicable anti-corruption, anti-bribery, competition, sanctions, anti-money laundering and business ethics laws.

29.2 The Customer confirms that it will not use products, services or deliverables for unlawful purposes.

29.3 comdivision may reject, suspend or terminate orders where material regulatory, compliance, security, sanctions or reputational risks exist.

30. Entire Agreement

30.1 These Terms, together with the applicable proposal, order confirmation, SOW, service description, SLA, DPA and other expressly incorporated documents, constitute the entire agreement between the parties regarding the relevant subject matter.

30.2 No representations, marketing materials, product descriptions, oral statements, discussions or documents not expressly incorporated into the contract shall create binding obligations.

30.3 Amendments and deviations require written agreement, including electronic signature where legally permitted, unless mandatory law provides otherwise.

31. Order of Precedence

31.1 In the event of inconsistency between contractual documents, the following order of precedence applies unless expressly agreed otherwise: executed SOW, individual written agreement, order confirmation, SLA, DPA, service description, these Terms, Customer purchase order or procurement documents.

31.2 Customer purchasing conditions, supplier onboarding requirements, portal terms or procurement policies do not amend these Terms unless expressly accepted by comdivision in writing.

32. Electronic Signatures and Electronic Communications

32.1 Contracts, amendments, SOWs, change requests, renewals, notices and related documents may be executed electronically to the extent permitted by law.

32.2 Electronic signatures generated through recognised e-signature platforms shall be legally binding to the fullest extent permitted by law.

32.3 Notices, approvals and operational communications may be exchanged electronically unless a specific legal form requirement applies.

33. Public Sector and Regulated Industry Requirements

33.1 Where the Customer is subject to public sector, defence, healthcare, financial services, critical infrastructure, KRITIS, NIS2, DORA, security clearance, procurement, government contracting or comparable sector-specific requirements, the Customer shall notify comdivision before contract conclusion.

33.2 Compliance obligations not expressly included in the agreed scope remain the Customer's responsibility.

33.3 Additional regulatory obligations may require separate commercial, legal and operational arrangements.

34. Artificial Intelligence and Automated Systems

34.1 comdivision may use artificial intelligence, machine learning, large language models, intelligent automation systems, scripts and similar tools to support analysis, documentation, software development, training, consulting and internal quality assurance where legally permissible.

34.2 Such tools shall be used in compliance with applicable data protection, confidentiality and contractual obligations.

34.3 AI-assisted deliverables may contain inaccuracies, omissions or assumptions and should be reviewed by appropriately qualified personnel before implementation, publication or operational use.

34.4 The Customer remains responsible for all business, legal, technical, security and operational decisions made on the basis of AI-assisted outputs.

34.5 Unless expressly agreed, comdivision does not provide regulatory compliance consulting relating to the EU AI Act, UK AI regulation, Data Act, Data Governance Act or comparable legislation.

34.6 If the Customer provides or requires the use of Customer-owned AI systems, prompts, agents, model endpoints or automation platforms, the Customer remains responsible for their configuration, lawful use, security, output validation, access rights and compliance.

35. Assignment by Customer

35.1 The Customer may not assign, transfer or otherwise dispose of rights or obligations under any agreement without prior written consent from comdivision.

35.2 Any attempted assignment in violation of this provision shall be invalid to the extent legally permissible.

35.3 This restriction does not apply to an assignment as part of an internal group restructuring where the assignee has equivalent financial and operational capability and assumes the agreement in full, provided that comdivision is notified in writing.

36. Independent Contractors

36.1 The parties act solely as independent contractors.

36.2 Nothing in the agreement creates a partnership, joint venture, agency, employment, fiduciary or similar relationship.

36.3 Neither party has authority to bind the other party unless expressly authorised in writing.

37. Customer Group Companies

37.1 Unless expressly agreed, each agreement is concluded solely with the legal entity identified in the order document.

37.2 Affiliates, subsidiaries or other Customer group companies acquire no rights under the agreement unless expressly named.

37.3 Access to products or services by other group companies may require additional licenses, subscriptions, fees or contractual arrangements.

38. Insurance

38.1 comdivision shall maintain commercially reasonable insurance coverage appropriate for its business operations.

38.2 Evidence of insurance may be provided upon reasonable written request, subject to confidentiality and insurer restrictions.

38.3 Customer-specific insurance requirements must be agreed before contract conclusion and may require separate commercial arrangements.

39. Survival

39.1 The following provisions survive termination or expiration of any agreement: confidentiality, intellectual property rights, limitation of liability, indemnification, export control, compliance, non-solicitation, payment obligations, governing law and jurisdiction and any provision intended by its nature to survive.

40. Third-Party Rights

40.1 Except as expressly stated otherwise, no person or entity other than the contracting parties has any right to enforce any provision of the agreement.

40.2 This clause applies also where local law recognises third-party beneficiary rights, to the extent an exclusion is legally permissible.

41. Language

41.1 The contractual language is English.

41.2 Where translations are provided for convenience, the English version prevails in the event of inconsistency, ambiguity or conflict.

42. Ethical Use and Acceptable Use

42.1 The Customer shall not use products, services or deliverables supplied by comdivision for unlawful purposes.

42.2 The Customer shall not knowingly use such products, services or deliverables to support cybercrime, unlawful surveillance, sanctions violations, unlawful export activities, infringement of third-party rights or other activities prohibited by applicable law.

42.3 comdivision may immediately suspend services where continued performance would expose comdivision to legal, regulatory, sanctions, security or reputational risk.

43. Benchmarking and Public Reports

43.1 The Customer shall not publish benchmarking, performance tests, comparison reports, security evaluations, competitive analyses or similar public statements relating to services, deliverables or solutions provided by comdivision without prior written consent.

43.2 This does not restrict disclosures required by law or regulators, provided that legally permissible prior notice is given to comdivision.

44. Customer-Provided Systems and Third-Party Environments

44.1 comdivision is not responsible for defects, vulnerabilities, outages, compliance deficiencies, performance issues, data loss or security incidents arising from Customer-provided systems, third-party environments, externally managed infrastructure, unmanaged devices, unsupported configurations or third-party services outside comdivision's control.

44.2 Where comdivision performs services in or with such environments, comdivision may rely on their documented functionality, availability, access rights, configuration and security posture unless otherwise expressly agreed.

45. Security Testing and Incident Response Exclusions

45.1 Unless expressly agreed in writing, services do not include penetration testing, red teaming, blue teaming, source code review, forensic analysis, cyber incident response, malware analysis, managed detection and response, security operations centre services or continuous security monitoring.

45.2 Security-related recommendations, hardening guidance, health checks or architecture reviews do not constitute a guarantee of security or a certification of compliance.

46. Governing Law and Jurisdiction

46.1 These Terms and all contractual relationships governed by them are subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and excluding conflict-of-law rules to the extent legally permissible.

46.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with these Terms or any contractual relationship between the parties is Muenster, Germany, to the extent legally permissible.

46.3 If any provision of these Terms is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic intent of the original provision to the extent legally permissible.

46.4 comdivision may assign rights and obligations under contractual relationships in whole or in part to affiliated companies or legal successors, provided that the legitimate interests of the Customer are preserved.