

General Terms and Conditions of Business

of subreport Verlag Schawe GmbH
for the platforms subreport online and subreport CAMPUS as well as the
Supplementary General Terms and Conditions subreport ELViS

Status: 25 May 2018

Scope of the General Terms and Conditions

subreport Verlag Schawe GmbH, Buchforststraße 1-15, 51103 Cologne (hereinafter referred to as "subreport") offers services (hereinafter referred to as "services") for customers and contractors (hereinafter referred to as "Users") for efficient procurement and order acquisition exclusively on the basis of these General Terms and Conditions (hereinafter also referred to as "GTC"). The scope of application extends to the following diverse platforms:

- www.subreport.de (hereinafter referred to as "**subreport online**"),
- www.subreportCAMPUS.de (hereinafter referred to as "**subreport CAMPUS**" and "**Order platforms**"),
- <https://www.subreport-ELViS.de/ELViS/> (hereinafter referred to as "**subreport ELViS**" and "Tender Platform"), the electronic tender platform.

Deviations from this shall only apply if they have been previously agreed in writing. Conflicting or deviating terms and conditions of our contractual partners shall not become part of the Contract, irrespective of whether we expressly object to them. These GTC shall only apply to companies, legal entities under public law and special funds under public law within the meaning of Section 310 of the German Civil Code (BGB). subreport shall not conclude any contracts with consumers within the meaning of Section 13 of the German Civil Code (BGB) on the use of the order and tender platforms.

The use of the order and tender platforms is subject to section A. of these GTC, which is supplemented with regard to individual services by sections B. to F. of these GTC and the supplementary General Terms and Conditions for the subreport ELViS electronic tender information system.

A. General provisions

§ 1 Conclusion of the License contract; duration of the contract; Termination

- (1) The use of the services under both subreport online and subreport CAMPUS requires the prior conclusion of a License contract (hereinafter referred to as "License contract"), including these GTC, with the registration of the user on the respective order platform.
- (2) The respective License contract is concluded for an indefinite period of time and can be terminated without notice with the exception of the cases mentioned in the following sentences 2 and 3. If there are individual contracts (hereinafter referred to as "**individual contracts**", see also sections B. to F) within the scope of the use of the respective order platforms for a definite period of time, the License contract may be terminated at the earliest on the next possible termination date of the respective individual contract. If several individual contracts have been concluded, the termination date of the individual contract that lies furthest in the future shall be decisive.
- (3) The individual contracts of subreport online (subreport profi, subreport profi plus, subreport premium and subreport premium plus) and of subreport CAMPUS (subreport CAM- PUS-Tenders, subreport CAMPUS-Firm Representation and subreport CAM- PUS-e-Procurement) shall each be concluded for the duration of one year. If these individual contracts are not terminated 3 months before expiry, they shall be extended for a further year in each case. Any notice of termination - both with regard to the license contracts of the platforms as well as the individual contracts concluded for a longer period - must be provided in text form (e-mail, letter or fax). The termination of the respective License contract also includes the individual contracts concluded under the License contract.
- (4) Both parties are entitled to terminate the Contract without notice for good cause.

§ 2 Scope of Services

- (1) The range of services provided by subreport online, subreport CAMPUS and subreport ELViS comprises the services available on the respective website www.subreport.de or www.subreportCAMPUS.de or <https://www.subreport-ELViS.de/ELViS/>.

- (2) The provisions of these GTC and the Supplementary GTC for the subreport ELViS electronic publishing information system
 - A. shall apply to additional services to be agreed individually

§ 3 Restrictions on Services

- (1) Internet access is required to use the order platforms subreport online and subreport CAMPUS. The IT requirements for the use of subreport ELViS are set out in the "Technical Requirements", available on the website www.subreport.de/Service or can be requested in text form from subreport. The User is solely responsible for creating and maintaining the prerequisites for participation in the order and tender platforms. This includes, among other things, the connection to the internet and the procurement of an (advanced and/or qualified) digital signature (if required).
- (2) The fee-based services on the contract platforms shall be at least 98.5% available on an annual average. When calculating the availability, maintenance work which is carried out no more than once a week between 3:00 a.m. and 5:00 a.m. and which may result in the service not being available at this time shall not be taken into account. Furthermore, limitations of availability which are due to circumstances beyond the responsibility of subreport shall not be taken into account.
- (3) Where services are provided free of charge by subreport, these are not contractually owed and may be modified or discontinued at any time and without prior notice. This shall not entitle the User to any reduction, refund or compensation.
- (4) Insofar as Users use (advanced and/or qualified) digital signatures, subreport shall not check their validity and continued existence. If a signature certificate issued to a User loses its validity, subreport shall no longer be obliged to provide this User with services that, under the contractual agreement with the customer and including these GTC, require a valid digital signature. Likewise, subreport shall not check the contents of the files sent via subreport online and subreport CAMPUS or subreport ELViS.

- (5) subreport shall not be responsible for delays in delivery and performance due to force majeure and events that make it significantly more difficult or impossible for subreport to perform through no fault of its own - including, in particular, strikes, lockouts, official orders, the failure of communication networks and gateways of other operators - even in the case of bindingly agreed deadlines and dates. These entitle subreport not to provide the delivery or service for the duration of the event, plus a reasonable start-up time. subreport shall inform the user immediately of the unavailability.

§ 4 Duties of the User

The User is obliged to use the services of subreport appropriately and to take into account the recognised principles of data security. In particular, the User is obliged

- (1) insofar as the User is an applicant/bidder and not a public contracting authority within the meaning of § 2 of the Supplementary General Terms and Conditions for the subreport ELViS electronic public procurement information system, to pay the agreed fees plus the value added tax charged thereon (with the exception of value added tax not charged in the case of foreign invoices). The User shall reimburse sub-report for any costs incurred for any direct debit not honoured or returned;
- (2) not to use the services of sub-report improperly and exclusively in accordance with the applicable national and international laws and regulations, and in particular not to infringe the rights of third parties, for example personal rights, copyrights, trademark rights, rights to a name and other industrial property rights of third parties;
- (3) not to post or offer information with illegal or immoral content, in particular information that incites racial hatred, glorifies or trivialises war or violence, is sexually offensive or pornographic, or is likely to morally endanger or impair the well-being of children or adolescents or to refer to offers with such content - for example by setting hyperlinks; not to use passwords/code numbers (PIN) which correspond, for example, to one's own name or birthday or those of close relatives, to keep passwords/code numbers (PIN) secret or to change them immediately or to use them for other purposes, to change passwords/code numbers (PIN) immediately or to initiate changes if there is a suspicion that unauthorised third parties have gained knowledge thereof, and not to use a password/code number (PIN) for access to the services of subreport for the use of

other third-party services on the Internet and to terminate the use of the service, taking into account subreport's specifications for proper log off (ending the session);

- (4) to check all files uploaded to the platform in advance with the current check program for viruses, worms, Trojan horses and similar components affecting the integrity of files and/or computer hardware and software and to upload only files that are free of such components. subreport shall inform the user immediately if subreport discovers such data. If the integrity of subreport's services or the facilities of third parties is directly endangered by such data, subreport may delete such data in order to avoid damage, and may do so without prior notification of the User if the threat cannot be eliminated in any other way at reasonable cost and time;
- (5) to respond without delay to system queries and requests from subreport which are intended to ensure the smooth and rapid operation of subreport;
- (6) in particular, the User shall not be permitted to disclose information and data obtained via subreport online, subreport CAMPUS or subreport ELViS to third parties. This also includes the forwarding to branch offices, subsidiaries or parent companies or sales partners. The User is also not permitted to use crawler software or any other method to systematically download data from subreport online or subreport CAMPUS or subreport ELViS in whole or in part, to store it temporarily or to incorporate it into their own offers;
- (7) the User shall be liable for all consequences and disadvantages suffered by subreport and/or third parties as a result of the misuse or illegal use of the services of subreport or as a result of the user failing to comply with their other obligations. The User shall indemnify subreport against any liability including the reasonable costs of legal action.

§ 5 Liability, Statute of Limitations

- (1) subreport shall be liable without limitation for damages resulting from culpable injury to life, limb or health.

- (2) For other damages, subreport shall only be liable if the damages are due to intent or gross negligence on the part of its legal representatives, employees or vicarious agents. Insofar as subreport is not accused of intent, liability for damages is limited to the foreseeable damage typically occurring in such contracts. subreport is furthermore only liable for slight negligence in the context of offers subject to a charge insofar as material contractual obligations ("**cardinal obligations**") are breached. Cardinal obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the user may regularly rely. In the event of a breach of cardinal obligations, liability shall also be limited to the foreseeable damage typically occurring in such contracts.
- (3) Insofar as subreport is liable for other damages within the meaning of paragraph 2 in cases of gross negligence, liability shall be limited to € 100,000.00.
- (4) Insofar as subreport is liable in cases of slight negligence in accordance with paragraph 2, the liability shall in any case be limited to the amount of € 25,000.00.
- (5) subreport shall not be liable for the data and information uploaded, stored, downloaded or otherwise made available on the order platforms by the user or other third parties, neither for their completeness, correctness or up-to-dateness, nor for the fact that they are free of third-party rights or that the user or third parties are acting lawfully by uploading, storing or downloading data onto the order or tender platforms. Furthermore, subreport shall not be liable for any damage resulting from the faulty operation of the system. subreport shall also not be liable for the validity and continued existence of signature certificates and/or encryption algorithms used by users within the scope of the order or tender platforms.
- (6) Compulsory legal regulations such as the Product Liability Act remain unaffected by the above.
- (7) Claims for damages due to other damages as defined in para. 2 shall become statute-barred within one year of the claim arising.

§ 6 Prices; Terms of Payment; Default of Payment

- (1) Invoicing shall be carried out according to the respective payment modalities of the services used on a monthly, half-yearly or yearly basis in advance (individual contracts) or with the provision of the respective services (e.g., chargeable individual retrieval or sending of tender documents). The calculation shall be based on the currently valid prices which can be accessed on the websites of subreport online and subreport CAMPUS. The fees shall be due without deduction upon receipt of the invoice. Invoices shall be sent by e-mail in PDF format.
- (2) Payment shall be made by direct debit using the direct debit authorisation procedure or by SEPA basic direct debit.
- (3) In the event of default in payment, subreport is entitled, among other things, to block access to the respective individual contract or to suspend the provision of the service within the scope of the right of retention. In this case, the User remains obliged to pay all fees owed.
- (4) In the event of default in payment, subreport shall in particular be entitled to charge interest on arrears from the relevant point in time at a rate of 5 % above the respective base interest rate pursuant to § 247 para. 1 BGB (German Civil Code). If subreport can prove a higher damage caused by default - which can also be a higher interest claim - subreport is also entitled to enforce this.

§ 7 Right of set-off and retention

The User may only offset claims of subreport against undisputed or legally established claims. The User shall only be entitled to assert a right of retention on the basis of counter-claims arising from the respective contract (in the case of diverse individual contracts).

§ 8 Other provisions

- (1) The User may only assign rights and obligations arising from the License contract and/or an individual contract concluded with the prior written consent of subreport.

- (2) The place of jurisdiction for all legal disputes arising from the License contract and/or an individual contract concluded as well as the origin and validity thereof shall be the registered office of subreport. subreport shall, however, also be entitled to bring an action before the courts with jurisdiction for the registered office of the User.
- (3) Insofar as one or more of the aforementioned clauses are invalid or become so in the course of time, the remaining clauses shall remain unaffected.
- (4) This contract shall be governed by the laws of the Federal Republic of Germany, excluding its conflict of law rules and excluding the UN Convention on Contracts for the International Sale of Goods.
- (5) subreport reserves the right to amend these GTC to an extent that is reasonable for the User. The latest version of the GTC shall apply unless the User objects to the application of the new GTC within 4 weeks after subreport has expressly informed them of the consequences of their non-objection.
- (6) If individual provisions of the following clauses B. to F. of these GTC and the Supplementary GTC for the subreport EL-ViS Electronic Procurement Information System deviate from the provisions of this clause A., the provisions of the following clauses shall take precedence.

B. subreport online; subreport CAMPUS Tenders; subreport ELViS

§ 1 Subject matter of subreport online and subreport CAMPUS-Tenders

- (1) subreport provides registered users of subreport online with chargeable information on current invitations to tender and contracts awarded by individual call or subscription.
- (2) subreport provides registered users of subreport CAMPUS with chargeable information on current calls for tenders and contracts awarded via subreport CAMPUS- as a subscription or individual call-off.
- (3) subreport also provides a platform, the Electronic Public Procurement Information System subreport ELViS, through which public procurement procedures in accordance with German public procurement law and commercial procurement procedures are handled electronically. Public and commercial contracting authorities can submit tender documents electronically, and these can then be downloaded

from the platform. Applicants/bidders have the opportunity to participate in tender procedures by requesting tender documents electronically and submitting a bid electronically. In addition to these General Terms and Conditions, the 'Supplementary General Terms and Conditions of subreport Verlag Schawe GmbH for the subreport ELViS Electronic Tender Information System' shall apply to the use of subreport ELViS.

§ 2 Scope of Services; Obligation to Cooperate; Technical Availability; Technical Information

- (1) The services offered under section B. § 1 of these GTC consist of the provision of tender information, in particular notices.
- (2) Even if the utmost care is taken, subreport cannot guarantee that all the retrievable information on the invitations to tender is accurate. Information provided by subreport may be incorrect due to errors on the part of the tendering authorities during transmission and/or manual input, for example, of numerical and cypher data, etc. Therefore, it is the User's responsibility to contact the tendering body immediately if they are interested in participating in a tender in order to obtain binding information in relation to the tender.
- (3) subreport accepts no responsibility for the accuracy and completeness of the information submitted to subreport or for the timeliness of publication in subreport online and subreport CAMPUS. subreport shall only be responsible for the completeness of the information on individual calls for tenders insofar as subreport has received this information in good time, correctly and in full.

C. subreport CAMPUS Company Presentation, subreport CAMPUS Supplier Search

§ 1 Subject of subreport CAMPUS company presentation and Supplier search

- (1) Registered users of subreport CAMPUS can present their company for a fee via the subreport CAM- PUS company presentation service (hereinafter also referred to as "**Company presentation**"). The basic entry under subreport CAMPUS- Company Presentation is free of charge for active subreport customers.

- (2) Registered users can use the supplier search function within the framework of e-procurement and the subreport ELViS electronic procurement information system.

D. subreport CAMPUS eProcurement and subreport CAMPUS Contractors' Forum

§ 1 Setting up procurements via subreport CAMPUS-eProcurement

- (1) Users registered on subreport CAMPUS can carry out simple electronic procurement procedures (e.g. price enquiries) via subreport CAMPUS-eProcurement (hereinafter also referred to as "**eProcurement**") (subject to a fee).
- (2) The User undertakes to only carry out procurements via eProcurement that do not require a formal tender in the sense of public procurement law. subreport is not obliged to check this independently and is in no way responsible for any misjudgements made by the User with regard to the legal requirements of their procurement procedure.
- (3) Procurement procedures can be retrieved in full text for a fee.

§ 2 Services of subreport within the framework of subreport CAMPUS-eProcurement

- (1) subreport shall maintain all procurements uploaded via e-procurement unchanged in terms of content for the period of time agreed with the user placing the order.
- (2) The completeness of the information on individual procurement procedures as well as the information provided by the parties involved is only possible to the extent that subreport has received this information in good time, correctly and in full.

§ 3 Services provided by subreport within the scope of subreport CAMPUS-Contractor-Forum

- (1) Users registered on subreport CAMPUS may search for completed public and commercial tender procedures.
- (2) The full text of the tender procedures found can be accessed free of charge for the time being.

E. subreport CAMPUS-XVergabe de Luxe

§ 1 Interface subreport CAMPUS-XVergabe de Luxe

- (1) Users registered on subreport CAMPUS are provided with an interface to electronic public procurement systems participating in the XVergabe project (further information on the project at <http://www.xvergabe.org/>) via subreport CAMPUS- XVergabe de Luxe (hereinafter also referred to as "XVergabe de Luxe").
- (2) The retrieval of information and tender documents as well as the submission of bids by users is subject to the contractual provisions of the relevant platform provider. XVergabe de Luxe is merely an interface to these platforms. This normally requires registration with the respective platform, during which the General Terms and Conditions of the relevant platform provider must be confirmed.

§ 2 Services provided by subreport within the scope of subreport CAMPUS-XVergabe de Luxe

- (1) The User is solely responsible for creating and maintaining the conditions for participation in sub-report CAMPUS-XVergabe de Luxe. This includes, among other things, the connection to the Internet and the procurement of a digital signature. The dial-up costs to the Internet as well as any fees for the connection to the Internet shall be borne by the user in compliance with the contract concluded between them and their Internet provider and/or telecommunications company.
- (2) Upon conclusion of the contract, subreport grants the User the right to use the subreport CAMPUS- XVergabe de Luxe platform available on the Internet exclusively for contractual purposes for the duration of the contractual relationship. Any further granting of rights to the software is not implied.
- (3) subreport guarantees that all tender information uploaded to the sub-report CAMPUS platform will remain available and unchanged in terms of content within the framework of the statutory provisions or, if this has been agreed individually, for a certain period of time beyond this. Insofar as digitally signed files have been transmitted to subreport, subreport only guarantees that the so-called 'log files', which provide information about the transmitted files but do not store their content, will be kept available unchanged in terms of content within the scope of the statutory provisions.

- (4) Insofar as subreport appoints third parties to provide the User with further services, subreport does not guarantee the provision of services by the third party on the basis of the contractual relationship concluded separately between the third party and the User.
- (5) subreport does not guarantee the legality of the tender procedure.
- (6) The completeness of the information on individual invitations to tender and of the information provided by the parties involved in the tender procedure shall only be guaranteed insofar as subreport has received this information in good time, correctly and in full.

§ 3 subreport non-assumption of responsibility for tender procedures on external platforms

- (1) subreport does not assume any responsibility for the proper execution of tender procedures carried out on platforms of third party providers, see above clause E. § 1 para. 2 of these GTC.
- (2) In particular, subreport cannot accept any responsibility for the correct transmission of contract tender information from third-party providers and/or bid submissions.

F. Miscellaneous

§ 1 Data protection, storage of content, inspection

- (1) subreport processes the User's personal data as described in more detail in the data protection declaration. The persons concerned are entitled to the rights described therein.
- (2) The User undertakes to bring this data protection declaration to the attention of the representatives, employees or other persons employed in connection with the use of subreport's services who are affected by the data processing .

- (3) Connection data is collected, processed and stored to the extent and for as long as necessary to provide the services (subreport online, subreport CAMPUS and subreport ELViS).
- (4) Connection data in the form of IP addresses and login/logout times are stored in the technical logging of the services (subreport online, subreport CAMPUS and subreport ELViS). These are used for system monitoring and/or to ensure the proper operation of the tender procedures.
- (5) The User agrees that inventory data may be collected, processed and used by subreport insofar as this is necessary for advising users, for troubleshooting and for further development of the services.
- (6) At the end of the contract period, subreport shall delete the content stored by the User on the platform at the User's request or store it for a certain period of time for a corresponding fee and/or make it available to the User.
- (7) subreport reserves the right to inspect the content stored by the User on the platform if there are indications that this content may be immoral, illegal or in breach of contract .

§ 2 Other provisions

- (1) Furthermore, the provisions of the General Terms and Conditions of subreport Verlag Schawe GmbH for the platforms subreport online and subreport CAMPUS and the Supplementary General Terms and Conditions for the Electronic Public Procurement Information System subreport ELViS (as of 25 May 2018) shall apply.

Supplementary General Terms and Conditions
of subreport Verlag Schawe GmbH
for the Electronic Public Procurement Information System

subreport ELViS Status: 25 May 2018

The following supplementary provisions shall apply to the electronic public procurement information system subreport ELViS (hereinafter referred to as subreport ELViS) in conjunction with the 'General Terms and Conditions of sub-report Verlag Schawe GmbH for the platforms subreport online and subreport CAMPUS':

§ 1 Formation of the contract

A contract for the use of subreport ELViS services shall be concluded exclusively in writing (also by fax) or electronically, provided that subreport and the User provide identical contractual documents with their advanced or qualified electronic signature as defined by the German Digital Signature Act. Users are both public and commercial clients within the meaning of § 2 (1), as well as companies wishing to participate in tender procedures (applicants/bidders).

§ 2 Scope of Services

- (1) With subreport ELViS, subreport provides a platform for the electronic handling of public and commercial tender procedures in accordance with German public procurement law. Public and commercial contracting authorities can submit tender documents electronically, which are then available to download from the platform. Applicants/bidders are given the opportunity to participate in tender procedures by requesting tender documents electronically and submitting a bid electronically.
- (2) The service obligation of subreport with regard to subreport ELViS is limited to the provision. subreport does not establish the technical connection of the User to this platform.
- (3) The IT requirements for the use of subreport ELViS are set out in the 'Technical Requirements', available on the subreport website (at www.subreport.de/Service) or can be requested in writing from subreport.

If the User does not meet these requirements, subreport cannot guarantee a smooth upload and download process or the implementation of the tender procedure.

- (4) The User is solely responsible for creating and maintaining the conditions for participation in sub-report ELViS. This includes, among other things, the connection to the Internet and the procurement of a digital signature. The dial-up costs to the Internet as well as any charges for the connection to the Internet shall be borne by the User in accordance with the contract concluded between them and their Internet provider and/or telecommunications company. The User in the role of Applicant/Bidder shall be solely responsible for ensuring constant availability by e-mail for the duration of an ongoing tender procedure.
- (5) Upon conclusion of the contract, subreport grants the User the right to use the subreport ELViS platform available on the Internet exclusively for contractual purposes for the term of the contractual relationship. This does not imply any further granting of rights to the software.
- (6) subreport warrants that all tender information uploaded to the subreport ELViS platform will be kept available and unchanged in terms of content within the scope of the statutory provisions or, if this has been agreed individually, for a certain period of time thereafter. Insofar as digitally signed files have been transmitted to subreport, subreport only guarantees that the so- called 'log files', which provide information about the transmitted files but do not store their content, will be kept available and unchanged in terms of content within the scope of the statutory provisions.
- (7) Insofar as subreport appoints third parties to provide the User with further services, subreport does not guarantee the provision of services by the third party on the basis of the contractual relationship concluded separately between the third party and the User.
- (8) subreport does not guarantee the legality of the tender procedure.
- (9) The completeness of the information on individual invitations to tender as well as the information provided by the parties involved in the tender procedure is only guaranteed insofar as subreport has received this information in good time, correctly and in full.

§ 3 Duties of the User

The User is obliged to use the services of subreport ELViS in an appropriate manner. In particular, they are obliged

- (1) if the User is an applicant/bidder and not a public contracting authority as defined in § 2, to pay the agreed fees plus the value added tax to be calculated thereon (provisions on the calculation of value added tax for foreign deliveries are excluded). The User shall reimburse subreport for any costs incurred for any debit note not honoured or returned;
- (2) not to use the services of subreport ELViS improperly and exclusively in accordance with the applicable national and international laws and regulations, and in particular not to infringe the rights of third parties, e.g., personal rights, copyrights, trademark and name rights and other industrial property rights of third parties;
- (3) not to post or offer information with illegal or immoral content, in particular information that incites racial hatred, glorifies or trivialises war or violence, is sexually offensive or pornographic, or is likely to morally endanger or impair the well-being of children or adolescents or to refer to offers with such content - for example by setting hyperlinks;
- (4) take into account the recognised principles of data security, in particular (where necessary);
 - not to use passwords/code numbers (PIN) which correspond, for example, to one's own name or birthday or those of close relatives;
 - to keep passwords/code numbers (PIN) secret or change them immediately or arrange for changes to be made if it is suspected that unauthorised third parties have gained knowledge of them; and
 - not to use a password/code number (PIN) for access to the services of subreport ELViS for the use of other services of third parties on the Internet, and
 - to terminate the use of the service in compliance with subreport ELViS' instructions for proper log off (termination of the session);

- (5) to check all files uploaded to the platform for viruses, worms, Trojan horses and similar components affecting the integrity of files and/or computer hardware and software using the current check programme and to upload only files that are free of such components. subreport shall inform the user immediately if subreport discovers such data. If the integrity of the service of subreport EL-ViS or the facilities of third parties is directly endangered by such data, subreport may delete such data in order to avoid damage, also without prior notification of the User, if the endangerment cannot be eliminated in any other way with reasonable financial and temporal effort;
- (6) to respond without delay to system queries and requests from subreport which serve to ensure the smooth and rapid operation of subreport ELViS ;
- (7) The User shall be liable for all consequences and disadvantages suffered by subreport and/or third parties as a result of the misuse or illegal use of subreport's services or as a result of the User's failure to comply with its other obligations. In this respect, the User shall indemnify subreport against any liability, including the reasonable costs of legal action.

§ 4 Limitation of Liability

subreport shall not be liable to third parties under this contractual relationship.

- (1) subreport is not liable under this contractual relationship for services provided by third parties - for example Internet access or content providers - on the basis of their own contractual relationship with the User.

§ 5 Terms of payment

- (1) The fees payable to subreport for sending the tender documents are determined by the flat rate used by subreport. Billing shall be monthly. The remuneration shall become due upon receipt of the invoice. Invoices shall be sent by e-mail.
- (2) Payment shall be made by direct debit in the direct debit authorisation procedure via SEPA basic direct debit.
- (3) In the case of public clients, payment shall be made by bank transfer.

- (4) If the User is in default of payment, subreport shall be entitled to block access to the Service. In this case, the User shall remain obliged to pay all fees owed.

§ 6 Other Provisions

- (1) In addition, the provisions of the General Terms and Conditions of subreport Verlag Schawe GmbH for the platforms subreport online and subreport CAMPUS and subreport ELViS (as at 25 May 2018) shall apply.
- (2) If individual provisions listed here deviate from the GTC of subreport Verlag Schawe GmbH for the platforms subreport online and subreport CAMPUS, the provisions listed here shall take precedence.

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