

Terms and Conditions

VICRONIX – Prop. David Crump

Version 2.0 · As of 12 September 2026

01 Scope of application

These General Terms and Conditions apply to all contracts, services and offers from VICRONIX – owner David Crump, sole proprietorship (hereinafter “VICRONIX”).

Deviating terms and conditions of the customer apply only if they have been confirmed in writing.

By using our services, you accept these terms and conditions.

These General Terms and Conditions apply exclusively to entrepreneurs (§ 14 BGB).

By placing an order, registering or using a service from VICRONIX, the customer declares that they are acting in the course of their commercial or self-employed activity.

Use by consumers (§ 13 BGB) is excluded.

02 Definitions

For the purposes of these General Terms and Conditions, the following terms mean:

Customer

An entrepreneur within the meaning of § 14 BGB who concludes a contract with VICRONIX for services, products or modules.

Service

Any activity, delivery or provision offered by VICRONIX, whether provided for a project, as a module or on an ongoing basis.

Project

An individually commissioned, time-limited service or development (e.g. design, configuration or technical implementation) that is completed after acceptance.

Module

An independent, reusable product or service component of VICRONIX (e.g. Shematix, Stackforge, Buildup, Fabriq, Maintex or Uptimize) that may be used in addition to, or independently of, other modules.

Platform

All modules, systems and online services provided by VICRONIX, including the underlying infrastructure and user interfaces.

Agreement

Any agreement between VICRONIX and the customer for the provision of services, whether concluded in writing, electronically or orally.

03 Services and subject matter of the contract

VICRONIX offers modular digital services, in particular:

- setting up, integrating and managing software and hosting solutions;

- developing and automating digital workflows;
- communication, consulting and support services; and
- operating, adapting and optimizing VICRONIX modules (see “Module-specific provisions”).

The scope of services, time frame and remuneration are agreed individually, for example in the offer, agreement or project briefing.

VICRONIX may engage suitable third parties or subcontractors to perform the contractually agreed services. No direct contractual relationship arises between the customer and those third parties.

Depending on the type of performance, the agreement is a service contract or a contract for work within the meaning of §§ 611 et seq. or 631 et seq. BGB. Whether a specific result is owed follows from the service description or individual agreement.

VICRONIX may provide reasonable partial performance, provided this does not jeopardize the purpose of the agreement.

04 Use of external tools and platforms

To provide our services, VICRONIX uses the following external providers in particular, depending on the scope of services ordered:

Hostinger (hosting), Whereby (video appointments), Crisp (support), GitHub (source code management) and Cloudflare R2 (encrypted backups). ZAP hosting is only used for separate development and community systems without productive customer data. Internally operated tools are not listed here as external providers.

These services are subject to the respective terms of use and data protection policies of their providers.

VICRONIX's liability for failures, data losses or data protection violations by these third parties is limited to cases of intent and gross negligence. Liability for the careful selection and supervision of third-party providers within the framework of the legal provisions (in particular Art. 28 GDPR) remains unaffected by this and is based on the general liability provisions of these General Terms and Conditions.

The customer is obliged to familiarize themselves with the terms of use and the data protection declaration of the respective providers.

VICRONIX is not liable for the permanent availability, changes or discontinuation of these external services or their independent data protection practices.

Changes to the interfaces or API structures of these external providers, which are beyond the control of VICRONIX, may have an impact on the systems provided. VICRONIX is only liable for this within the scope of its general liability regulations, in particular in the event of a breach of a duty of care.

When using external tools, data may be transferred to third countries outside the EEA. Where necessary, VICRONIX ensures that the respective providers can provide suitable guarantees (e.g. EU standard contractual clauses). VICRONIX is responsible within the meaning of the GDPR only for the data processing that it carries out itself. With regard to the processing by the third-party providers mentioned, VICRONIX is not responsible for the type, scope and purposes of the data processing.

05 Conclusion of contract

A contract is concluded as soon as the customer confirms an offer from VICRONIX in writing or digitally or VICRONIX expressly confirms the customer's offer or begins to provide the service.

Oral side agreements are only effective if they are confirmed in writing.

Offers from VICRONIX are subject to change and non-binding unless they are expressly marked as binding.

Contract-related communication can take place in text form (§ 126b BGB).

E-mails are deemed to have been received as soon as they are within the recipient's control.

Electronic invoices (e.g. PDF) are equivalent to paper invoices.

06 Remuneration and payment terms

The prices are based on the respective offer.

Payments are due without deduction within fourteen (14) days after the invoice is issued, unless otherwise agreed.

In the event of late payment, VICRONIX reserves the right to suspend ongoing work until payment has been made.

All prices are in EUR plus VAT, if applicable.

For longer-term projects, VICRONIX may request reasonable instalment payments (§ 632a BGB).

Invoices are only sent in electronic form (e.g. by email or as a PDF document).

There is no entitlement to delivery by post.

07 Set-off and rights of retention

The customer is only entitled to set off only undisputed claims or claims established by a final judgment.

The customer is only authorized to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

08 Customer obligations

(1) The customer undertakes to provide all necessary information, access and materials that are necessary for the provision of the service.

(2) The customer ensures that the content provided does not violate the rights of third parties and is free of malware.

(3) The customer is responsible for securing its data and systems.

09 Copyright and rights of use

All concepts, designs, source codes and content created by VICRONIX remain the property of VICRONIX until full payment has been made.

After payment, the customer receives a simple, non-transferable right of use for the services provided.

Distribution, publication or modification of the content without written consent is prohibited.

Until full payment has been made, all usage rights remain with VICRONIX; any use, publication or distribution before full payment is not permitted.

Supplementary or different usage regulations may apply to individual VICRONIX modules (e.g. extended license, transfer of design rights). These are regulated in the respective module supplements and, in the event of a conflict, take precedence over the general provisions of this section.

VICRONIX is entitled to use anonymized project data, technical representations, screenshots, code or system excerpts as well as visual or textual content for reference, demonstration or marketing purposes.

The customer will not be named or identified in terms of content without express consent.

Personal data is neither stored nor published.

10 Confidentiality

Both parties undertake to treat all confidential information that becomes known as part of the collaboration as strictly confidential and not to make it accessible to third parties.

11 Force majeure

VICRONIX is not liable for disruptions in performance, delays or impossibility of providing services that are due to events of force majeure or unforeseeable, unavoidable circumstances beyond the control of VICRONIX.

Force majeure within the meaning of this provision includes, in particular but not exclusively: Natural disasters, floods, fires, severe weather events, earthquakes, pandemics, epidemics, war, acts of terrorism, embargoes, strikes, lawful labor disputes, energy or raw material shortages, supply chain disruptions, failures of public or private telecommunications networks (including Internet, data centers, cloud services, DNS or API platforms), cyberattacks, ransomware, hacking, denial of service attacks, governmental or court orders, political measures, export or import restrictions and other circumstances that are beyond the control of VICRONIX.

In such cases, the agreed deadlines are automatically extended by the duration of the hindrance plus a reasonable restart time.

VICRONIX is entitled to suspend services in whole or in part during the existence of force majeure. If the force majeure situation lasts longer than ninety (90) days, both parties are entitled to terminate the contract for good cause with fourteen (14) days' notice.

In this case, services already provided must be billed pro rata; no further claims arise.

For individual VICRONIX modules, supplementary or different regulations regarding disruption of performance and force majeure may apply.

These are specified in the respective module supplements and, in the event of a conflict, the module-specific provisions take precedence.

12 Liability

VICRONIX is liable for damages - regardless of the legal basis - only in the event of intent or gross negligence.

In the event of slight negligence, VICRONIX is only liable for damages resulting from the violation of essential contractual obligations ("cardinal obligations") and only for the typically foreseeable damage typical of the contract.

Liability for lost profits, indirect damages or consequential damages is excluded.

The limitation of liability also applies to vicarious agents (§ 278 BGB).

VICRONIX assumes no responsibility for failures, errors or security gaps of external providers (see "Use of external tools and platforms").

The total liability of VICRONIX is - to the extent permitted by law - limited to the net order value of the respective project.

This does not affect claims for injury to life, body or health as well as under the Product Liability Act.

Liability for data loss only exists if the customer has carried out a complete and functional data backup at reasonable intervals, but at least daily, and data loss has occurred despite this backup.

Supplementary or different liability regulations apply to individual VICRONIX modules (e.g. Shematix, Stackforge, Maintex, Fabriq, Uptimize, Buildup). These are specified in the respective module supplements and, in the event of a conflict, take precedence over the general provisions of this section.

13 Limitation periods and defect claims

Claims for defects in services provided by VICRONIX become time-barred twelve (12) months after acceptance or performance.

This does not apply to claims under a guarantee, for fraudulent concealment, intent, gross negligence, or injury to life, body or health. Statutory limitation periods apply to all other claims.

14 Changes and interruptions to services

VICRONIX reserves the right to change, adapt or supplement the contractually agreed scope of services, in particular in the case of modular services, if this is necessary for technical or operational reasons and the contractually agreed main service can continue to be provided to the customer.

Significant changes that lead to a relevant deviation from the contractual service will be communicated to the customer in text form well in advance of the planned entry into force. The customer has the right to object to the change in text form within a period of fourteen (14) calendar days.

In the event of a timely objection, the contract will be continued under the old conditions. VICRONIX reserves the right to terminate the contractual relationship with six (6) weeks' notice. If no objection is made in a timely manner, the changed service is deemed to have been accepted. The right to extraordinary termination for good cause (e.g. if the third-party tools necessary for the provision of services are no longer available or are subject to significant changes) remains unaffected.

15 Data protection

Personal data will be processed exclusively in accordance with VICRONIX's privacy policy published on the website.

The customer confirms having read the privacy policy and agrees that it applies.

If VICRONIX processes personal data on behalf of the customer, a separate data processing agreement in accordance with Art. 28 GDPR applies, which will be made available upon request.

VICRONIX processes personal data exclusively within the framework of the applicable data protection laws (GDPR, BDSG, TTDSG) and in accordance with the respective applicable data processing agreements (Art. 28 GDPR), provided that VICRONIX is acting on behalf of the customer.

The current data protection notice is available at [/privacy](#).

16 Intellectual property and proprietary rights

(1) All trademarks, designs, texts and modules are the property of VICRONIX or the respective rights holders.

(2) Reproduction or distribution without written permission is not permitted.

17 Contract term and termination

Project contracts end automatically when the agreed service has been fully provided. A separate termination is not necessary in this case.

Unless otherwise agreed, ongoing service, maintenance or subscription contracts have an unlimited term and can be terminated by either party with sixty (60) days' notice to the end of the month.

The right to extraordinary termination for good cause remains unaffected.

Special terms, extensions or termination regulations may apply to individual VICRONIX modules (e.g. Uptimize, Fabriq or others with recurring services).

These are specified in the respective module supplements and, in the event of a conflict, the module-specific provisions take precedence.

18 Ordinary termination by VICRONIX

VICRONIX reserves the right to terminate current contracts or service agreements after the agreed minimum terms have expired with thirty (30) days' notice to the end of the month, even without giving reasons. The right to extraordinary termination for good cause remains unaffected.

19 Changes to these Terms and Conditions

VICRONIX reserves the right to change the General Terms and Conditions (GTC), with the exception of the regulations on the contractually agreed scope of services, at any time with effect for the future, provided this is necessary for valid reasons (e.g. changes in the law, changes in case law, adjustment of the pricing models).

Changes will be communicated to the customer in text form well in advance of the planned entry into force. The customer has the right to object to the changes in text form within a period of fourteen (14) days after receipt of the notification.

If the customer objects in a timely manner, the contract will be continued under the old conditions. VICRONIX reserves the right to terminate the contractual relationship with six (6) weeks' notice. If no objection is made in a timely manner, the changed general terms and conditions are deemed to have been accepted. The right to extraordinary termination for good cause (e.g. if the third-party tools necessary for the provision of services are no longer available or are subject to significant changes) remains unaffected.

20 Module-specific provisions

Supplementary provisions apply to individual VICRONIX modules and are part of these General Terms and Conditions.

Each VICRONIX module represents an independent contractual relationship.

A combination of several modules does not constitute a uniform contract unless expressly agreed in writing.

The general terms and conditions of VICRONIX - owner David Crump, sole proprietorship, in their current version also apply to all modules and contractual relationships.

In the event of contradictions between the general terms and conditions and the following module-specific provisions, the module-specific provisions take precedence.

21 Shematix

(1) Scope of services and objectives

The Shematix module covers the conceptual project phase prior to actual implementation.

This includes, in particular, analysis of the current situation, feasibility studies, definition of objectives, resource and time planning, and requirements engineering.

The result of the module is a detailed, structured concept or planning document ("Shematix concept"), which serves as the basis for subsequent modules or external implementations.

The specific details (number of meetings, workshops, communication channels, documentation formats, etc.)

are determined in an individual project briefing or questionnaire with the customer and are considered part of the contract.

The concept prepared under Shematix is a consulting service; no specific implementation outcome is owed.

(2) Remuneration and payment terms

A basic flat rate applies for planning and coordination for the Shematix module.

The first third of the agreed flat rate is due before the start of the project.

The one consultation to fine-tune the agreed concept scope described in paragraph (5) takes place before the documented Handoff. The remaining portion of the basic flat rate becomes due when the final concept is then handed over at that Handoff.

Additional services, additional coordination meetings, or adjustments that go beyond the agreed scope will be charged at the applicable hourly rate based on the time required.

All prices are subject to change and may be adjusted in the course of the company's development.

(3) Delivery and handover

The Shematix concept is usually provided as a digital document (PDF).

Workshops or presentations can take place on site or via video conference (e.g., Whereby), depending on the agreement.

The final concept is handed over to the customer in a documented Handoff. From that Handoff, the customer has ten (10) working days to identify specifically which agreed contents are missing or have not been prepared as agreed.

If no feedback is received within that period, the feedback period ends. Handover has already taken place at the documented Handoff; no automatic acceptance is agreed for this service contract. The feedback period does not create an entitlement to another general fine-tuning round or to new contents. Requests for changes beyond the agreed concept scope require a separate commission even during the feedback period; claims arising from improper performance remain unaffected.

Handover or lack of feedback neither grants a right of implementation by the customer or a third party nor triggers a licence fee.

(4) Rights of use to the concept

Upon full payment of the agreed Shematix fee, the customer receives a non-exclusive, non-transferable right to review the concept internally, use it to decide on the project and use it as the basis for a separately commissioned implementation by VICRONIX.

Copyright and other intellectual property rights in protectable concept materials created by VICRONIX remain with VICRONIX or the respective authors. Rights in materials supplied by the customer remain with the customer.

Implementation of the concept by the customer or by third parties commissioned by the customer, and disclosure of the concept required for that purpose, are prohibited without VICRONIX's prior permission and the grant of the corresponding right of use.

If the right to implement the concept independently or through a third party is commissioned separately, an additional licence fee is payable. Unless the offer already includes that right in its price or

specifies a different licence fee, the licence fee is seventy percent (70%) of the Shematix net fee stated in the offer, subject to a minimum of EUR 2,000 net plus applicable value-added tax. The additional right of use is granted only after the licence fee has been paid in full. Any broader right of use expressly agreed in the offer takes precedence over this standard rule. VICRONIX's reference right under paragraph (7) remains reserved when a right of independent or third-party implementation is granted; if exclusive rights are expressly agreed, this reservation must be stated in the offer.

If the customer intentionally or negligently breaches the prohibition on independent or third-party implementation by actually implementing substantial parts of the Shematix concept without the required right of use, either itself or through third parties it commissions, the customer owes a one-off contractual penalty for the affected project equal to one hundred and fifty percent (150%) of the licence fee applicable to that project under the offer or the fallback rule in this paragraph, calculated excluding value-added tax. Where the fallback rule applies, the contractual penalty is at least EUR 3,000. Several related acts of implementation within the same project count as one breach for this purpose. Payment of the contractual penalty does not grant any right of use. Any further proven loss remains recoverable; the contractual penalty is credited against damages arising from the same act. If implementation takes place without the required right of use, VICRONIX's statutory rights to injunctive relief and damages remain unaffected.

(5) Changes and consultation

Before the concept is handed over, a one-time consultation will take place to fine-tune the details. This appointment is solely for the purpose of clarifying details and not for reorienting the content of the project.

Subsequent requests for changes or additions beyond the agreed concept scope require a separate commission and will be charged additionally.

(6) Liability and nature of service

The Shematix module is a planning and consulting service.

VICRONIX is not liable for the technical or economic feasibility of the proposals or assessments contained in the concept.

There is no guarantee of success in the sense of a contract for work and services.

Liability is otherwise governed by the general provisions of the VICRONIX General Terms and Conditions.

The Shematix concept does not claim to be complete and does not guarantee technical, economic or legal feasibility. The customer bears the planning risk.

(7) Confidentiality and reference use

Both parties undertake to keep confidential all confidential information, documents and data received within the scope of the module.

VICRONIX may use concept materials it has created and general technical and organisational insights gained from them in sufficiently anonymised, abstracted or redacted form for its own development, references, demonstrations and marketing. This also applies if the customer has been granted a right to implement the concept independently or through a third party.

Customer names, logos, personal data, confidential business or security information, and materials from which the customer or its project can be identified may only be published with the customer's prior express consent. Any further confidentiality obligations remain unaffected.

In all other respects, the privacy policy published on the website applies.

(8) Validity of the concept

The concept created shall remain technically and economically valid for a period of four (4) weeks after delivery.

After this period, VICRONIX may adjust the content, prices, dates, or resource availability without giving rise to any claims on the part of the customer.

(9) Differentiation from other modules

If technical implementation, optimisation or expansion is commissioned from VICRONIX, it is carried out through subsequent VICRONIX modules, in particular Stackforge, Buildup or Uptimize. Independent or third-party implementation is governed by the rights of use under paragraph (4).

There is no automatic commissioning, combination, or extension; each module forms an independent contractual relationship with separate remuneration and service description.

If the customer decides to have third parties implement the concept created within the framework of Schematix, VICRONIX shall be exempt from any liability for the technical or economic implementation.

(10) Supplementary provisions

For all matters not expressly regulated herein, the general terms and conditions of VICRONIX – Owner David Crump, sole proprietorship, shall apply.

In the event of linguistic discrepancies or translations, the German version shall prevail.

22 Uptimize

(1) Scope of services and objectives

The Uptimize module covers the optimization, expansion and modernization of the customer's existing technical structures, including software, hardware and workflow environments.

Its aim is to improve efficiency, stability and future readiness.

As a rule, this module requires the prior completion of Schematix.

(a) Risk where Schematix is waived:

If the customer expressly waives Schematix, the customer bears the risk of defects, planning errors, incompatibilities or consequential damage arising from the absence of the planning, objectives and analysis provided by Schematix.

(b) Limitation of liability:

In that case, VICRONIX is not liable for damage directly and causally attributable to the absence of a Schematix plan.

(c) Mandatory law:

The limitation in paragraph (b) does not apply to intent or gross negligence by VICRONIX. The general liability provisions of these Terms and Conditions otherwise apply.

New installations, hardware replacements and migrations are not included unless expressly agreed in writing.

Depending on the type of performance, the agreement is a service contract or a contract for work within the meaning of §§ 611 et seq. or 631 et seq. BGB. Whether a specific result is owed follows from the service description or project agreement.

(2) Remuneration and terms of payment

For Uptimize, a basic flat rate applies to cover basic services.

Any work beyond this, additional consultations, tests, or adjustments will be charged at the applicable hourly rate based on the time required.

The basic flat rate is due before work begins.

Ongoing or recurring costs (e.g., license, API, or model fees) will be billed separately via the Maintex module, unless otherwise agreed.

All prices are subject to change and may be adjusted for business reasons.

(3) Data backup and backup obligation

Before any work begins, the customer must make a complete, up-to-date backup of all systems and data and confirm its completeness to VICRONIX in writing. VICRONIX may suspend performance until that confirmation is received.

The customer must test the backups for functionality and keep them secure.

If the customer fails to cooperate, VICRONIX may request reasonable compensation under § 642 BGB.

VICRONIX is liable for data loss, system errors or incompatibilities arising despite proper work only in cases of gross negligence or intent.

(4) Access rights and cooperation

The customer shall provide all necessary access, authorizations, interfaces, and system information. Delays or technical restrictions resulting from a lack of access shall extend the agreed deadlines and may incur additional costs.

If access is not provided at all or is provided late, resulting in performance losses, errors, or reductions in results, the customer shall bear sole responsibility for this; any warranty or liability on the part of VICRONIX is excluded in such cases.

The warranty shall be suspended with immediate effect if the customer fails to provide the necessary access or information or delays doing so significantly.

The customer undertakes to make changes to systems during the provision of services only in consultation with VICRONIX; the same consequences shall apply in the event of non-compliance.

(5) Documentation and report

All changes, tests, and improvements made are logged by VICRONIX with a timestamp and summarized in an optimization report (PDF).

As long as VICRONIX is responsible for maintenance and servicing, the original document will remain with VICRONIX.

When the customer takes over the project completely, the document will be handed over; from this point on, VICRONIX assumes no liability for the handed-over project or its further use, regardless of whether the liability is derived from this or another module.

A copy of the latest report can be requested at any time.

(6) Acceptance, warranty, and payment due date

(a) Acceptance

For work-based services, VICRONIX requests acceptance in text form after completion and handover in a condition suitable for review. If the customer neither accepts nor refuses acceptance while identifying at least one defect within a reasonable period of generally ten (10) working days, the service is deemed accepted. For extensive work, VICRONIX sets an appropriately longer period.

(b) Fine-tuning and defect notification

Unless Maintex applies from acceptance, minor fine-tuning within the agreed scope is included in the project price and is carried out within fourteen (14) calendar days after acceptance. The customer must communicate requests sufficiently early and completely for them to be implemented within that period with ordinary effort. Delays attributable to VICRONIX do not shorten this entitlement. Further or later change requests require a separate order.

Obvious defects must be reported in text form within thirty (30) calendar days after acceptance. This notification period does not extinguish claims relating to defects reported on time or defects that could only be discovered later. Where the duty to inspect and notify under section 377 HGB applies to the particular contract, it remains unaffected.

(c) Special provisions on defect claims

Without a Maintex agreement taking effect upon acceptance, the standard period for reporting obvious defects is thirty (30) calendar days from acceptance. An additional option expressly agreed in the offer extends only this reporting period to a total of ninety (90) calendar days from acceptance for an

additional fixed fee; the fourteen (14) calendar days for fine-tuning included in the project price remain unchanged. Expiry of the reporting period does not affect defects already reported, defects that only become apparent later, or statutory defect claims.

If Maintex is booked together with the project with support beginning upon acceptance, the above fourteen (14) calendar days for fine-tuning and the thirty (30), or agreed ninety (90), calendar days for reporting obvious defects no longer apply as project-specific support and reporting periods from that time. Instead, fine-tuning and the receipt and handling of complaints are governed immediately by the services, periods, and reporting channels expressly agreed in the Maintex offer. There is no separate project-specific entitlement to fine-tuning within fourteen (14) calendar days from that time, and no separate project fee is charged for it. The paid ninety-day option is not booked in addition. Defect claims relating to the originally agreed project work remain unaffected; their limitation period continues to be governed by the general terms and conditions.

(d) Payment due

Upon acceptance, the agreed remuneration becomes due immediately. A right of retention due to minor defects is excluded, provided that these do not significantly impair the functionality of the project.

(7) Unauthorized modifications and defect claims

If the customer or a third party commissioned by the customer makes unauthorised changes to the systems optimized by VICRONIX outside the documented interfaces, defect claims are excluded only to the extent that those changes caused the claimed defect, whether or not a Maintex agreement is in place. If the customer commissions VICRONIX to diagnose or remedy a malfunction caused by such modifications, VICRONIX will inform the customer of the expected costs before work begins; this work will be billed at the agreed rates following a separate commission. Claims concerning unrelated faults for which VICRONIX is responsible, and existing payment and contractual obligations, remain unaffected.

(8) Limitation of liability

VICRONIX shall not be liable for failures, malfunctions, or incompatibilities caused by updates, third-party software, external providers, or unauthorized interventions.

No guarantee of success for optimization is provided.

In all other respects, the general liability provisions of the VICRONIX Terms and Conditions apply.

(9) Use of reference, image, and project data

VICRONIX is entitled to use anonymized technical data, screenshots, diagrams, photos, or representations of the optimized systems for reference, demonstration, or marketing purposes.

The customer will not be identified by name or content.

All copyrights and rights of use to images, visualizations, documentation, and technical representations created remain permanently with VICRONIX, even after acceptance and full payment of the project.

(10) Distinction from other modules

After completing the Optimize module, ongoing maintenance, support, or automation can only be requested via the Maintex module.

Modules remain legally and contractually separate; there is no automatic renewal or combination.

(11) Supplementary provisions

For all matters not expressly regulated herein, the general terms and conditions of VICRONIX – Owner David Crump, sole proprietorship, shall apply.

In the event of linguistic discrepancies or translations, the German version shall prevail.

23 Stackforge

(1) Scope of services and objectives

The Stackforge module covers the development, integration, and automation of digital tools, applications, and systems.

This includes, in particular, the design and implementation of customized software solutions, web and system development, automation, and interface integration between existing and new systems.

The goal is to create stable, intelligent, and efficient digital processes.

Where Shematix has been commissioned in advance, Stackforge is generally provided as a contract for work and services under § 631 BGB (German Civil Code), based on the Shematix concept.

(a) Service contract where Shematix is waived:

If the customer expressly waives Shematix and this is recorded in the offer, Stackforge is commissioned as a service contract under § 611 BGB (German Civil Code). VICRONIX then owes the professional performance of the development, integration and automation activities described in the offer, not the delivery of a particular finished system or the achievement of a particular technical or economic project outcome. If a particular project outcome is to be owed, this requires a separate Shematix commission and a corresponding specific agreement in the offer. Scope, service stages and remuneration are governed by the offer. Handover of interim results or work products does not in itself constitute acceptance.

(b) Planning and customer-cooperation risk:

The customer provides the information, access and details of its systems needed for the agreed activities. Unless separately commissioned, Stackforge without Shematix does not include independent overall planning, a feasibility assessment or a compatibility review of the customer's entire environment. VICRONIX professionally performs the activities agreed in the offer on the basis of the specifications and system information provided by the customer. The customer bears risks arising from missing or incorrect information, undisclosed dependencies or feasibility not investigated without Shematix only insofar as those circumstances caused the issue and VICRONIX was not required to recognise them while professionally performing the commissioned activities. Compatibility with undisclosed systems is not promised.

(c) Identifiable obstacles and responsibility:

If VICRONIX identifies specific obstacles while carrying out the agreed activities that put the intended implementation at risk, VICRONIX informs the customer. This does not create a duty to proactively assess the customer's entire environment beyond those activities. Additional analysis, replanning required by such obstacles or continued work on a changed basis requires a separate agreement and remuneration, unless VICRONIX is itself responsible for the additional work. VICRONIX remains responsible for its own breaches of duty, and the customer's statutory claims remain unaffected.

(2) Remuneration and payment terms

For Stackforge, a basic flat fee is charged, which covers project preparation and basic structuring and is due at the start of the project.

In addition, the actual development services are billed on the basis of defined project stages ("milestones").

After each milestone, two-thirds of the costs incurred up to that point are payable.

For work-based performance, all outstanding amounts are due upon final acceptance; for service-based performance, they are due upon completion of the last agreed service stage.

For development periods exceeding three (3) months, all running costs incurred during the project period (e.g., licenses, system or API fees) must also be paid.

If Maintex is commissioned separately, the running costs agreed there are billed on an ongoing basis under the Maintex offer after Stackforge ends.

All prices are subject to change and may be adjusted in line with the company's development.

(3) Project structure, milestones, and acceptance

For work-based performance, the project follows the objectives and specifications agreed in the Shematix concept and the offer. For service-based performance without Shematix, the activities and service stages agreed in the offer define the scope; no particular project outcome is owed.

The process is based on the agreed milestones. After completion of a milestone, VICRONIX consults with the customer to make fine adjustments and agree on the further direction of development; these meetings do not serve to realign the content of the project.

Partial and final acceptance apply only to work-based performance under paragraph (6)(a). For service-based performance, milestones serve to coordinate and bill for activities actually performed; handing over work products is not acceptance.

(4) Change management

Any adjustments or enhancements requested by the customer after the start of the project shall be considered additional services and shall be invoiced separately on a time and material basis.

In such cases, VICRONIX reserves the right to adjust the schedule, costs and, for work-based performance, acceptance dates.

There is no entitlement to free redevelopment or subsequent functional changes.

(5) Documentation, handover, and rights of use

For work-based performance, the customer receives the agreed finished system (software, workflow or platform) upon completion. For service-based performance, the customer receives the work products developed by completion and agreed for handover, without any obligation to deliver a finished overall system. In both cases, the customer receives the contractually agreed rights of use to what is handed over.

The customer will not receive the source code or internal development files; the code remains the property of VICRONIX.

Source code is handed over only if this has been expressly agreed and paid for in full.

All work performed will be documented by VICRONIX and recorded in a final report (PDF).

If VICRONIX is responsible for ongoing maintenance, the technical project documentation will remain with VICRONIX. If the customer takes over the entire project, the documentation will be handed over; from that point, VICRONIX is not responsible for malfunctions, incompatibilities or damage caused by the customer's subsequent operation or by changes or interventions by the customer or third parties it commissions. Claims arising from VICRONIX's own breaches of duty remain unaffected.

A copy of the latest report can be requested at any time.

VICRONIX remains entitled to reuse generic functions, libraries, components and framework elements that contain no confidential customer data in other projects.

(6) Acceptance, fine-tuning and complaints

(a) Acceptance applies only to work-based performance

For work-based performance, VICRONIX requests acceptance in text form after completion and handover in a condition suitable for review. If the customer neither accepts nor refuses acceptance while identifying at least one defect within a reasonable period of generally ten (10) working days, the performance is deemed accepted. For extensive work, VICRONIX sets an appropriately longer period. Service-based performance is not subject to acceptance.

(b) Start of periods, fine-tuning and complaints

For the following periods, acceptance is the relevant starting point for work-based performance. For service-based performance without Shematix, they start when VICRONIX gives notice in text form that the respective agreed service stage has been completed and hands over any work products agreed for that stage; neither that notice nor the handover constitutes acceptance.

Unless Maintex applies from the relevant starting point, minor fine-tuning within the agreed scope is included in the project price and is carried out within fourteen (14) calendar days from the relevant

starting point. The customer must communicate requests sufficiently early and completely for them to be implemented within that period with ordinary effort. Delays attributable to VICRONIX do not shorten this entitlement. Further or later change requests require a separate order.

Obvious defects in work-based performance or complaints about service-based performance must be reported in text form within thirty (30) calendar days from the relevant starting point. This reporting period does not extinguish claims already reported or statutory claims arising from defects or breaches of duty that only become apparent later. Where the duty to inspect and notify under § 377 HGB applies to the particular contract, it remains unaffected.

(c) Additional option and Maintex

If the customer or a third party makes unauthorised changes to the system outside the interfaces documented by VICRONIX, claims for the resulting malfunctions are excluded only to the extent that those changes caused the reported issue. Existing payment and contractual obligations remain unaffected.

Without a Maintex agreement taking effect from the relevant starting point, the standard period for reporting obvious defects or complaints about service-based performance is thirty (30) calendar days. An additional option expressly agreed in the offer extends only this reporting period to a total of ninety (90) calendar days from the relevant starting point for an additional fixed fee; the fourteen (14) calendar days for fine-tuning included in the project price remain unchanged. Expiry of the reporting period does not affect claims already reported, claims that only become apparent later or statutory claims.

If Maintex is booked together with Stackforge with support beginning upon final acceptance or completion of the last agreed service stage, the above fourteen (14) calendar days for fine-tuning and the thirty (30), or agreed ninety (90), calendar days for complaints cease to apply as project-specific support and reporting periods from that time. Instead, fine-tuning and the receipt and handling of complaints are governed immediately by the services, periods and reporting channels expressly agreed in the Maintex offer. There is no separate project-specific entitlement to fine-tuning within fourteen (14) calendar days from that time, and no separate project fee is charged for it. The paid ninety-day option is not booked in addition. Claims relating to the originally agreed work-based or service-based performance remain unaffected; their limitation period continues to be governed by the general terms and conditions and applicable law.

(d) Payment due

For work-based performance, the remaining remuneration becomes due upon acceptance; for service-based performance, it becomes due upon completion of the last agreed service stage, unless the offer specifies a different due date. Any right to withhold payment for minor defects is excluded if those defects do not substantially impair the functionality of the project.

(7) Limitation of liability

VICRONIX's liability is governed by the general liability provisions of these Terms and Conditions. In the service-contract case without Shematix, failure to achieve a project outcome that is not owed does not by itself constitute a breach of duty; VICRONIX still owes professional performance of the agreed activities and notice of identifiable obstacles.

VICRONIX is liable for damage caused by incorrect customer data, improper use, third-party software, system updates, API changes or undisclosed dependencies only insofar as VICRONIX is responsible for that damage. No guarantee of success beyond the specifications contractually agreed for work-based performance is given.

(8) Reference, image, and project data

VICRONIX is entitled to use anonymized technical data, screenshots, code excerpts, photos, diagrams, or other representations for reference, demonstration, or marketing purposes.

The customer will not be identified by name or content.

All copyrights and rights of use for images, visualizations, documentation, and technical

representations created remain permanently with VICRONIX, even after acceptance or completion of service-based performance and full payment of the project.

(9) Distinction from other modules

For work-based performance, Stackforge is based on the results of the Schematix module. For service-based performance without Schematix, the scope is governed by the offer.

The systems developed within the framework of Stackforge can be further improved by the Optimize module and permanently maintained by the Maintex module.

There is no automatic combination or extension between the modules; each module is considered a separate contract.

(10) Final provisions

For all matters not expressly regulated herein, the general terms and conditions of VICRONIX – Owner David Crump, sole proprietorship, shall apply.

In the event of linguistic discrepancies or translations, the German version shall prevail.

24 Buildup

(1) Scope of services and objectives

To the extent agreed in the offer as services to be provided by VICRONIX, the Buildup module covers the physical installation, assembly, and commissioning of technical systems and components that are provided for in the project or another module (in particular Stackforge or Schematix).

This includes in particular:

- Hardware assembly and cabling,
- Installation of lighting systems, access systems, locking or cabinet systems,
- Setting up and configuring computer or network systems,
- physical integration of components and system peripherals,
- as well as the initial commissioning of installed hardware.

Performance and specialist contractors

VICRONIX accompanies the Buildup services agreed in the offer, including their coordination, through implementation and commissioning. VICRONIX may carry out work that it is legally permitted to perform itself or commission suitable third parties to do so, depending on availability. Work requiring entry in the register of skilled trades, entry in an electrical installer register, or any other specific authorisation is performed exclusively by appropriately authorised specialist businesses. If VICRONIX commissions such a business itself, its services and costs are included in the agreed offer price. VICRONIX remains responsible for the proper performance of the overall services it has undertaken.

Work performed or commissioned by the customer

The above rules on performance and commissioning do not apply to installation, testing, or commissioning work that the customer lawfully performs with its own personnel or directly commissions from a business authorised to perform it. Such work is not part of the services owed by VICRONIX; its costs are not included in the VICRONIX offer price. The customer is responsible for proper performance and for the required tests, approvals, and records. VICRONIX is not responsible for defects, delays, or damage to the extent caused by that customer-side work. VICRONIX's responsibility for its own planning, coordination, and integration services remains unaffected. VICRONIX's services that depend on customer-side work require the customer to provide the necessary test and approval records first. If this allocation of work changes after the contract is concluded, the parties adjust the scope of services and remuneration in text form.

The Buildup module constitutes a limited contract for work and services in accordance with § 631 BGB (German Civil Code).

The warranty for planning and function generally requires the prior implementation of the Schematix module.

(a) Risk where Schematix is waived:

Because Schematix provides the necessary planning, objectives and analysis, the customer bears the risk of defects, planning errors, technical or functional deviations, incompatibilities and consequential damage arising from the absence of that foundation if the customer expressly waives Schematix.

(b) Limitation of liability:

In that case, VICRONIX is not liable for damage directly and causally attributable to the absence of a Schematix plan.

(c) Mandatory law:

The limitation under paragraph (b) does not apply to intent or gross negligence by VICRONIX. The general liability provisions of these Terms and Conditions otherwise apply.

If additional software or system configurations are made within the scope of Buildup, the provisions of the Stackforge module shall apply in addition.

(2) Remuneration and terms of payment

The basic flat rate is based on the scope of the project and the materials required.

The basic amount corresponds to two-thirds of the estimated total costs for materials, transport, and installation and is due before the start of the project.

For projects lasting more than three (3) months, additional payments are made according to defined milestones.

Outstanding amounts must be paid in full upon acceptance of the project.

All costs for additional work required (e.g., dismantling, removal of existing systems, or construction work not agreed upon) will be charged separately and in full. All prices are subject to change and may be adjusted at the company's discretion.

(3) Requirements and obligations of the customer

Before work in rented or shared premises begins, the customer must ensure that all required permissions from the owner or the holder of the relevant premises rights have been obtained. VICRONIX may request proof of these permissions.

The customer is obligated to create all structural, technical, and organizational conditions necessary for installation and setup. This includes, in particular:

- unrestricted access to the premises and installation sites,
- the provision of functional power, network, and, where applicable, security systems,
- a safe, properly prepared work environment,
- and ensuring that existing facilities or systems are suitable and accessible for installation.

VICRONIX is not obligated to dismantle, dispose of, or replace existing old equipment, cabling, building structures, or systems unless this has been expressly agreed upon. If such work must nevertheless be carried out, it will be charged separately.

If the necessary requirements are not met, are met late, or are met inadequately, all deadlines shall be extended accordingly. All additional costs, delays, or other circumstances arising from this shall be borne in full by the customer.

VICRONIX shall not be liable for damage, accidents, failures, or delays in performance resulting from inadequate preparation, poor structural conditions, faulty existing installations, or negligent behavior on the part of the customer or third parties.

In such cases, the customer shall be fully liable for all resulting personal injury, property damage, or consequential damages.

(4) Performance and documentation

All work performed is logged by VICRONIX with a time stamp and documented in an installation report (PDF). This report includes the scope of work, materials used, tests, installation data, and any special occurrences.

VICRONIX accepts no liability for consequential damage, damage, loss of use, operational failure, or wear and tear resulting from:

- properly performed installations,
- Material aging,
- environmental influences (humidity, temperature, power fluctuations, vibrations, dust, etc.),
- improper use or external interference,
- or external influences (fire, water, theft, incorrect operation).

As long as VICRONIX is responsible for maintenance, the original document remains with VICRONIX. Upon complete handover to the customer, the documentation is transferred; from this point on, VICRONIX assumes no responsibility or liability for malfunctions, consequential damage, or future wear and tear.

A copy of the last report can be requested at any time.

(5) Acceptance, warranty, and deadlines

(a) Acceptance

For work-based services, VICRONIX requests acceptance in text form after completion and handover in a condition suitable for review. If the customer neither accepts nor refuses acceptance while identifying at least one defect within a reasonable period of generally ten (10) working days, the service is deemed accepted. For extensive work, VICRONIX sets an appropriately longer period.

(b) Fine-tuning and defect notification

Unless Maintex applies from acceptance, minor fine-tuning within the agreed scope is included in the project price and is carried out within fourteen (14) calendar days after acceptance. The customer must communicate requests sufficiently early and completely for them to be implemented within that period with ordinary effort. Delays attributable to VICRONIX do not shorten this entitlement. Further or later change requests require a separate order.

Obvious defects must be reported in text form within thirty (30) calendar days after acceptance. This notification period does not extinguish claims relating to defects reported on time or defects that could only be discovered later. Where the duty to inspect and notify under section 377 HGB applies to the particular contract, it remains unaffected.

Without a Maintex agreement taking effect upon acceptance, the standard period for reporting obvious defects is thirty (30) calendar days from acceptance. An additional option expressly agreed in the offer extends only this reporting period to a total of ninety (90) calendar days from acceptance for an additional fixed fee; the fourteen (14) calendar days for fine-tuning included in the project price remain unchanged. Expiry of the reporting period does not affect defects already reported, defects that only become apparent later, or statutory defect claims.

If Maintex is booked together with the project with support beginning upon acceptance, the above fourteen (14) calendar days for fine-tuning and the thirty (30), or agreed ninety (90), calendar days for

reporting obvious defects no longer apply as project-specific support and reporting periods from that time. Instead, fine-tuning and the receipt and handling of complaints are governed immediately by the services, periods, and reporting channels expressly agreed in the Maintex offer. There is no separate project-specific entitlement to fine-tuning within fourteen (14) calendar days from that time, and no separate project fee is charged for it. The paid ninety-day option is not booked in addition. Defect claims relating to the originally agreed project work remain unaffected; their limitation period continues to be governed by the general terms and conditions.

(c) Special provisions on defect claims

If the customer or a third party modifies installed systems or improperly interferes with their operation, defect claims are excluded only to the extent that this caused the claimed defect. Any restriction of defect claims does not release the customer from existing payment or contractual obligations towards VICRONIX.

(d) Payment due

Upon acceptance, the agreed remuneration becomes due immediately. A right of retention due to minor defects is excluded if they do not substantially impair the functionality of the project.

(6) Liability and risks

VICRONIX shall only be liable for damages resulting from intent or gross negligence. Liability for slight negligence, consequential damages, indirect damages, lost profits, business interruptions, or data loss is completely excluded to the extent permitted by law.

In particular, VICRONIX shall not be liable for:

- Damage to devices, systems, networks, or parts of buildings resulting from improper use, incorrect operation, or external influences.
- Impairments or failures caused by components not supplied by VICRONIX, defective old installations, or third-party systems.
- Wear, material fatigue, or deterioration after commissioning,
- Damage attributable to faulty planning, lack of permits, or structural defects on the part of the customer.
- as well as accidents or property damage resulting from inadequate safety measures or preparation of the working environment.

If additional software solutions are installed as part of Buildup, VICRONIX shall not be liable for any damage or malfunction caused by this software or by its combination with existing hardware. Liability for indirect or consequential damages, loss of productivity, business interruption, or third-party claims for damages is expressly excluded. Liability is limited in all cases to the net order value of the respective project.

In all other respects, the general liability provisions of the VICRONIX General Terms and Conditions apply.

(7) Ownership and rights of use

All installed systems, hardware components, and physically provided materials remain the property of VICRONIX until full payment has been made.

After payment, ownership of the systems is transferred to the customer.

However, the customer only acquires the right of use for the delivered functionality.

The functionality, technical design, or internal system logic may not be modified, copied, or disclosed. Unauthorized modification or use outside the agreed purpose will result in the immediate loss of all warranty and usage rights.

(8) Reference, image, and project data

VICRONIX is entitled to use anonymized photos, videos, diagrams, measurement data, or other representations of installed systems for reference, demonstration, or marketing purposes.

The customer will not be identified by name or content.

All copyrights, rights of use, and ownership rights to created media, technical representations, and documentation remain permanently with VICRONIX, even after acceptance and full payment of the project.

(9) Distinction from other modules

The Buildup module deals exclusively with the physical setup, assembly, and commissioning of hardware. Software and system developments fall under the Stackforge module, while optimization and maintenance are handled by the Uptimize and Maintex modules.

There is no automatic combination or extension between the modules; each module is considered a separate contract.

(10) Final provisions

For all matters not expressly regulated, the general terms and conditions of VICRONIX – Owner David Crump, sole proprietorship, apply.

In the event of linguistic discrepancies or translations, the German version shall prevail.

25 Maintex

(1) Scope of services and objectives

The Maintex module is used for the ongoing care, maintenance, updating, and servicing of projects, systems, and automations that have been created using other VICRONIX modules (in particular Stackforge, Uptimize, and Buildup).

The services include in particular:

- Maintenance and correction of errors or bugs in existing solutions,
- Regular updating, technical optimization, and adaptation of software, systems, and workflows,
- Host management, monitoring, and system maintenance,
- Updating and maintaining databases,
- Adaptation of existing automation and data pipelines,
- Generation of regular system statistics and status reports,
- Implementation of minor supplementary services in connection with existing projects.

The services of the Maintex module are provided within the framework of a service contract in accordance with § 611 BGB (German Civil Code); a specific result in the sense of a contract for work and services is not owed.

If Maintex is booked together with Uptimize, Stackforge or Buildup, the support services agreed in the Maintex offer begin immediately upon acceptance of work-based performance or, where Stackforge is provided as a service without Shematix, immediately upon completion of the last agreed service stage. From that time, support, fine-tuning, and the receipt and handling of complaints are governed solely by the services, periods, and reporting channels expressly agreed in the Maintex offer; no additional project-specific fourteen (14) calendar day period applies. The offer must state the scope and remuneration for these services. No separate fee is charged for the discontinued project-specific fine-tuning. Statutory defect claims and claims arising from VICRONIX's own breaches relating to the original project performance remain unaffected.

(2) Contract term, termination, and renewal

The Maintex module is generally concluded with a minimum contract term of twelve (12) months.

The contract is automatically extended by three (3) months at a time unless it is terminated in writing with sixty (60) days' notice to the end of the respective term. Text form (§ 126b BGB) is sufficient.

Termination before the end of the minimum term is generally excluded, unless otherwise specified below.

The customer will be informed of the upcoming renewal at least thirty (30) days before the end of the contract term.

(a) Standard completion (after project end or separately)

If Maintex is ordered after the completion of another VICRONIX module or separately, the above-mentioned minimum term of twelve (12) months shall be binding and absolute.

Ordinary termination is only permitted at the end of the minimum term.

The basic flat rate is payable as usual in accordance with the agreed terms of payment.

(b) Early completion (at the same time as another module)

If Maintex is purchased together with another VICRONIX module (e.g., Stackforge, Uptimize, or Buildup) at the start of the project, the customer can choose between the following two contract models:

Option 1 – Standard

Minimum contract term: 12 months

First 2 months free of charge

Automatic renewal: every 3 months

Notice period: 30 days before the end of the term

Option 2 – Advanced

Minimum contract term: 24 months

First 6 months free of charge

Automatic renewal: every 6 months

Notice period: 60 days in the first contract year, 30 days from the second contract year until the end of the term

Discount: 10% off all additional costs related to Maintex services during the first 24 months

In both cases, early termination of the contract within the minimum term is possible, provided that the customer pays a lump-sum compensation.

This is calculated as follows:

Up to 3 months remaining term: 30% of the remaining basic flat rates

4-12 months remaining term: 50% of the remaining basic flat rates

Over 12 months remaining term: 70% of the remaining basic flat rates

In addition, only the free-of-charge months actually used before early termination are charged back once in the amount of the basic flat rates waived for those months.

Only discounts actually used before early termination are charged back once in the amount of the discounts granted.

In addition, a one-time termination fee equal to one month's basic fee will be charged to cover internal costs for contract processing, system deactivation, and documentation. This fee is payable regardless of the above-mentioned compensation scale.

Upon proper termination at the end of the agreed minimum term, all benefits granted shall remain in effect.

General provisions

Upon termination of the contract or cancellation, all claims to support, care, maintenance, and monitoring shall expire.

VICRONIX is entitled to deactivate automated systems or access after the end of the contract if this is necessary to ensure data protection, security, or system integrity.

A new contract following termination or expiry shall be concluded exclusively under the terms and conditions valid at that time.

(3) Remuneration and payment terms

A monthly flat rate is charged for the Maintex module, which is invoiced at the end of each month for the following month.

Additional work – insofar as it exceeds the scope of services included in the flat rate – will be billed according to time and effort at the applicable hourly rate.

The monthly flat rate consists of the service components agreed upon in the respective offer, contract, or service specification. Possible components include, in particular, host management, maintenance and error correction, database maintenance, backup service, automation management, and statistics and reporting services.

Each service area can be booked individually or in combination; the amount of the respective partial flat rates is based on the service overview valid at the time of conclusion of the contract ("Maintex Service Description").

Changes to the individual scope of services can be agreed in writing or in text form (§ 126b BGB).

The individual prices stated in the service description are not part of the General Terms and Conditions and can be adjusted without changing them.

Additional work or support services outside of regular maintenance (e.g., subsequent API adjustments, system modifications, emergency calls) will be invoiced separately. VICRONIX may collect payment for these additional services either monthly in arrears or with the next subscription invoice.

We reserve the right to change prices or adjust the basic flat rate; the customer will be informed at least 30 days before the change takes effect.

The limitation of liability also applies in favor of employees, subcontractors, and other vicarious agents of VICRONIX.

VICRONIX may adjust the basic flat rate and individual prices only insofar as material cost components increase or decrease (e.g. third-party licence or model fees, cloud or hosting costs, energy costs, collectively agreed labour costs, government charges or taxes). Price changes will be communicated in text form (§ 126b BGB) at least thirty (30) days before they take effect. If an increase exceeds ten percent (10%), the customer may terminate the agreement with effect from the date of the change; the termination notice must reach VICRONIX no later than fourteen (14) days after the customer receives the change notice.

(4) Customer obligations

The customer undertakes to provide all access, API keys, system data, and authorizations necessary for maintenance and support.

The customer is responsible for ensuring that their licenses, access data, and third-party subscriptions remain valid at all times.

VICRONIX accepts no responsibility for functional failures if access, licenses, or keys expire or are deactivated.

The customer must ensure that all systems supported within the scope of the Maintex module are properly installed, licensed, and functional.

If requirements are not met or access is revoked, VICRONIX is entitled to suspend or temporarily deactivate services. The customer is fully liable for all additional expenses, delays, or consequential damages resulting from this.

(5) Rights to access and systems

The ownership and usage rights to software, code, workflows, and documentation are governed by the respective module regulations (Stackforge, Uptimize, Buildup, Shematix). This module exclusively regulates the operating and access requirements for maintenance.

The customer is obliged to maintain all licenses, API keys, accounts, subscriptions, and access rights on an ongoing basis. Failure to do so may result in VICRONIX suspending services or temporarily deactivating systems. Failure to fulfill these obligations to cooperate does not exempt the customer from contractual fees or outstanding payments.

VICRONIX-held accounts (on-behalf operation):

If licenses, accounts, API keys, or server configurations are set up by VICRONIX on behalf of the customer and operated within the scope of Maintex from the outset, administrative ownership and disposal rights remain permanently with VICRONIX, even after the end of the contract. The customer receives a simple right of use for the term of the contract. After the end of the contract, VICRONIX may deactivate the relevant access rights; a transfer shall only take place after a separate agreement has been concluded and all claims have been settled in full.

(6) Data security and backups

Backups are only included in the scope of services if this has been expressly agreed. Otherwise, the customer is responsible for data backup and recovery. VICRONIX is not liable for data loss or recovery errors, except in cases of intent or gross negligence.

Operational risks and incorrect operation: The customer shall ensure that systems are used properly and that employees are trained. VICRONIX shall not be liable for damage, failures, security incidents, or data loss resulting from incorrect operation, unauthorized changes, improper use, non-compliance with specifications, lack of training, or third-party interference. VICRONIX is entitled to temporarily deactivate processes in the event of security risks or misconfigurations until the risks have been remedied.

(7) Liability and risks

VICRONIX shall only be liable for intent and gross negligence. Liability for slight negligence, indirect damage, consequential damage, loss of profit, business interruption, data loss, incompatibilities, or third-party provider failures is excluded to the extent permitted by law.

No liability in particular for:

- Changes/discontinuations of third-party APIs, platforms, or licenses,
- Failures of external hosting providers, network, or power supply,
- Damage caused by incorrect/expired access or insufficient cooperation,
- Consequences of incorrect operation, unauthorized modifications, or misuse by employees or third parties.

Total liability is limited to the sum of the basic Maintex flat rates paid in the last six (6) months. Further claims are excluded to the extent permitted by law.

(8) Updates, changes, and third-party dependencies

VICRONIX is not obligated to adapt systems, automations, or integrations if third-party providers change their APIs, terms and conditions, or technical infrastructure.

Such adaptations can be commissioned at the customer's request for a separate fee.

Continuous, error-free, or uninterrupted availability of the systems cannot be guaranteed.

If the discontinuation or change of a third-party provider results in a previously offered service no longer being available, the customer bears the risk. VICRONIX is not liable for any resulting loss of functionality, performance limitations, or loss of automation.

(9) Reference, image, and system data

VICRONIX is entitled to use anonymized technical diagrams, screenshots, system overviews, workflow graphics, or visualizations for reference, demonstration, or marketing purposes.

The customer will not be identified by name or content.

All rights to created visualizations, documentation, and process representations remain permanently with VICRONIX, even after the end of the contract or full payment.

(10) Termination of contract and system transfer

If security risks are identified (e.g. compromised credentials, critical vulnerabilities or misuse), VICRONIX may temporarily deactivate affected processes, integrations or access without the customer's prior consent to the extent necessary to avert the danger. The customer will be informed without undue delay.

Upon termination of the contract or in the event of a material breach of duty (delayed payment, missing licenses/access, security risks), VICRONIX is entitled to deactivate managed automations, integrations, access, and monitoring. Recommissioning will only take place after full settlement of outstanding amounts and under the terms and conditions valid at that time.

If operation is carried out by VICRONIX (on-behalf operation), VICRONIX shall inform the customer of the deactivation within 14 days. If operation is carried out by the customer, any obligation to monitor, adjust, or maintain shall end upon termination of the contract.

Liability after termination of contract: Notwithstanding any other provisions, VICRONIX shall at no time be liable for consequential damages, indirect damages, data or production losses arising during or after termination of the contract, including but not limited to deactivation, configuration changes, third-party provider failures, API changes, or failure to perform maintenance on the part of the customer.

(11) Final provisions

For all matters not expressly regulated herein, the general terms and conditions of VICRONIX – Owner David Crump, sole proprietorship, shall apply.

In the event of linguistic discrepancies or translations, the German version shall prevail.

26 Fabriq

The Fabriq module is under development. Additional provisions apply to future versions, which will become part of these General Terms and Conditions as soon as they have been published and agreed with the customer.

Until then, the general terms and conditions of VICRONIX apply.

As soon as the Fabriq module is actively offered, the customer will receive the module-specific

provisions in text form (§ 126b BGB).

27 Final provisions

The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The German language version of this contract and these General Terms and Conditions alone is authoritative.

An assignment of claims from this contract as well as a transfer of rights or obligations from this contract is permissible only with VICRONIX's prior written consent.

§ 354a HGB remains unaffected.

Place of performance and exclusive place of jurisdiction is - to the extent permitted by law - the registered office of VICRONIX, provided that the customer is a merchant or a legal entity under public law.

Changes and additions to the contract must be in text form (§ 126b BGB).

The electronic form (e.g. via email or PDF) is sufficient.

28 Version

As of: 12 September 2026

Version: 2.0

29 Change log

Earlier versions of these Terms and Conditions will be archived and stored upon request.

Version: 1.0 - first version, November 2025

Version: 2.0 - revised version, 12 September 2026