

## Supplement to the software provision and license agreement in conjunction with software hosting

### Subject

1. The subject of this supplement to the software provision and license agreement in conjunction with software hosting is the deviation from the software provision and license agreement concerning system use via online provision of a gds system by gds.
2. In addition to the subsequently described supplements, the software provision and license agreement shall generally apply.
3. The contents described in the software provision and license agreement concerning an on-premises system shall not apply in connection with software hosting.
4. The respective current software provision and license agreement is available on the gds website.

### Description

1. Software hosting within the meaning of this supplement shall mean provision of a gds system subject to fees.
2. System use shall take place via an online access provided by gds.
3. Hosting shall take place in Microsoft Azure. Depending on the software product, a Windows Virtual Desktop or an own Namespace is provided.
4. The hosted system shall be provided via software hosting around the clock, on 365 or 366 days per year respectively.
5. The average annual availability shall be 99.7% (without guarantee, e.g. if deviations are caused by force majeure).
6. Data backup: Daily, storage for 14 days (without guarantee, e.g. if deviations are caused by force majeure).
7. The data generated in the hosted system shall be the exclusive property of the user or the user's company.
8. The data may be transferred to an on-premises system (if available).

### Support

1. Support services in accordance with the maintenance and support agreement shall be part of software hosting.
2. The respective current maintenance and support agreement is available on the gds website.