

TERMS OF CONTRACT

General terms and conditions of business

For the provision and use of IGNIS 2AB as Software-as-a-Service. This version is aimed exclusively at municipalities, organizations and entrepreneurs.

Note on contract drafting

As of August 26, 2026 · Version 1.1. The German version is authoritative. Individual order confirmations, service descriptions and the agreement on order processing have priority in the respective regulated area.

1. Scope and contractual partners

- (1) These General Terms and Conditions apply to contracts for the provision and use of the web-based software IGNIS 2AB including hosting, updates, support and agreed additional services.
- (2) The provider is 2AB IT. The complete provider and contact details can be found in the legal notice and the respective order confirmation.
- (3) The offer is aimed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law, in particular municipalities, municipal institutions and fire service organizations. Contracts are not concluded with consumers.
- (4) Differing conditions from the customer only apply with express consent in text form.

2. Conclusion of contract and contract documents

- (1) Product representations, price lists and test access are subject to change. The contract is concluded by mutual signature, express order confirmation or activation after acceptance of the order.
- (2) The following order of priority applies: individual order confirmation or service description, agreement on order processing, these General Terms and Conditions and documented product description.
- (3) Roadmaps and development goals only become part of the contract if they have been expressly agreed as being owed.

3. Subject of service

(1) IGNIS 2AB is provided as Software-as-a-Service via the Internet for the duration of the contract. Edition, scope of functions, booked fire departments, duration and special service values result from the order.

(2) The agreed scope includes operation, technical maintenance, security updates, data backup and regular support. Customer-specific development, data cleansing, on-site services, legal advice and permanently unchanged third-party interfaces are only due if separately commissioned.

(3) Technically equivalent changes are permitted if security, legal conformity or maintainability require this and the contractual use is not unreasonably impaired.

4. Tenant, station and license model

(1) The client license authorizes a main fire department or central administrative unit to use it. A station license authorizes an assigned local fire department and requires an active client license.

(2) Organization, fire department and installation are clearly identified by Org ID, Site ID and Installation ID.

(3) A transfer to other legal entities, clients, installations or fire departments requires the prior consent of 2AB.

(4) After expiration or locking, IGNIS 2AB can switch to a reading mode after prior display. The data is retained during the export and deletion phases.

5. Test phase

(1) An agreed test phase begins with registration or activation and ends automatically after the specified period. Without an express order, no fee-based connection contract will be created.

(2) After completion, the application can switch to reading mode. An export can be requested within 30 calendar days.

(3) Test access may be blocked in the event of misuse, security risks or illegal use.

6. User Accounts and Permissions

- (1) The customer names administrators and manages users, fire department assignments and roles according to the least privilege principle.
- (2) Access data must be kept personal and secret. Privileged users must use the multi-factor authentication provided.
- (3) Compromised accounts and security incidents must be reported immediately; Accounts that are no longer required must be deactivated.

7. Customer Obligations

- (1) The customer is responsible for the legality, accuracy, completeness and storage of its content and determines roles, legal bases and deletion periods.
- (2) Illegal content, malware or data without the necessary authorization may not be posted.
- (3) End devices, browsers, networks and email systems must be adequately protected. Security functions must not be circumvented.
- (4) Technical evaluations, imports, reports and certificates must be checked before use. IGNIS 2AB does not replace any legally required operational decision.

8. Data imports, exports and interfaces

- (1) Imports from alternative systems are only carried out on the basis of an order or approved import function. The customer will secure the transfer authority and provide appropriate safeguards.
- (2) Automatic assignments may require technical review and post-processing due to different data models. The customer checks the preview and import result.
- (3) Availability and compatibility of third-party systems and APIs are beyond the control of 2AB.
- (4) Exports are provided, as far as technically and legally possible, in a documented, machine-readable standard format.

9. Availability, maintenance and disruptions

- (1) Agreed availability and service times result from the offer or service level agreement. Without a separate SLA, an economically appropriate, uninterrupted availability corresponding to the state of the art is required.
- (2) Excluded are announced maintenance, emergency maintenance, force majeure, disruptions to the public internet and causes within the customer's sphere.
- (3) Scheduled maintenance will be announced wherever possible. Safety-critical measures may be carried out at short notice.

10. Compensation and payment conditions

- (1) Prices, billing periods and due dates can be found in the order and price list. Prices are net plus statutory sales tax.
- (2) Recurring fees are calculated in accordance with the order confirmation.
- (3) In the event of late payment, the statutory provisions apply. After appropriate reminders and a deadline have been set, write access can be restricted proportionately.
- (4) Offsetting and retention are only permitted with undisputed, legally established claims or claims arising from the same contractual relationship.

11. Property rights and right of use

- (1) For the duration of the contract, the customer receives a simple, non-exclusive and non-transferable right to their own official use to the extent booked.
- (2) Source code, product design, data model, documentation and trademarks remain with 2AB or the respective rights holders.
- (3) The customer retains all rights to his data. 2AB only receives the powers necessary to fulfill the contract.

12. Privacy and Confidentiality

- (1) For the processing of personal data in the order, the parties conclude an agreement in accordance with Art. 28 GDPR before productive use.
- (2) 2AB processes contract, billing, contact person and own security data in accordance with the separate data protection information.
- (3) The license service only processes necessary organizational and installation metadata such as org ID, site ID, installation ID, server ID, license status and check time. Fire department personnel information is not part of the license exam.
- (4) Both parties treat non-public technical, organizational and business information confidentially.

13. Data Backup and Restore

- (1) 2AB creates technical backups of the productive data to the agreed extent. They are used for system restoration and do not replace the customer's legally required specialist archiving.
- (2) Cycle, storage, encryption and restart goals depend on the service description, TOM system and, if applicable, SLA.
- (3) Special restorations caused by the customer can be reimbursed separately.

14. Warranty rights

- (1) 2AB guarantees the agreed quality and suitability for the contractually stipulated use.
- (2) Defects must be reported in a comprehensible manner. 2AB is initially entitled to subsequent fulfillment through error correction, update or reasonable workaround.
- (3) If the supplementary performance ultimately fails or is unreasonable, the customer can reduce the amount or, in the event of a significant defect, terminate the affected part of the service extraordinarily.

15. Liability

(1) 2AB is liable without limitation in the event of intent, gross negligence, injury to life, body or health, in accordance with the Product Liability Act and to the extent of expressly assumed guarantees.

(2) In the case of simple negligence, 2AB is only liable if an essential contractual obligation is breached and is limited to the typically foreseeable damage.

(3) An additional limit in terms of amount only applies if it was effectively agreed in the individual order confirmation.

(4) In the event of data loss, liability under these regulations is limited to the restoration effort required with proper cooperation. Mandatory law, in particular Art. 82 GDPR, remains unaffected.

16. Term and Termination

(1) Term and extension result from the order. Unless otherwise agreed, a specific term ends without automatic extension.

(2) The right to extraordinary termination for good cause remains.

(3) Terminations must at least be in text form and must be sent to the contract address specified in the order confirmation or legal notice.

(4) Station licenses end at the latest with the associated client license.

17. End of contract, export and deletion

(1) After the end of the contract, the customer has 30 calendar days to carry out a structured export.

(2) After expiration, 2AB deletes productive data within 14 calendar days, unless there is a legal obligation or documented instructions to the contrary.

(3) Backup copies expire within a maximum of 90 calendar days and remain blocked and restricted until then. The AV contract regulates the details.

(4) The customer is responsible for securing required exports in a timely manner.

18. Force Majeure

Neither party shall be liable for any delay or failure due to events beyond its reasonable control. The affected party will inform immediately and mitigate the effects as best they can.

19. Changes to these Terms and Conditions

(1) Changes can be proposed due to changes in the legal situation, security requirements or functional development.

(2) Changes will be communicated in text form at least six weeks before the planned entry into force. Silence does not constitute consent. They become effective by express agreement or at the next renewal date.

(3) Price and service changes during a fixed contract term require a contractual basis or express consent.

20. Final provisions

(1) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) Place of performance and place of jurisdiction depend on the individual order confirmation and the legal regulations. The statutory legal process remains relevant for public law disputes.

(3) Changes and additional agreements should be documented in text form. Individual agreements take precedence.

(4) If one provision is ineffective, the remaining provisions remain effective; the legal regulations take their place.