

Terms of Contract of th data GmbH for the Use of Software Via the Internet (Software as a Service)

1. Services

1.1 The Provider offers the temporary use of standard software applications via an internet connection. The offer usually also includes the temporary provision of storage for the archiving of the customer's datasets in connection with the use of the software. The software shall be made available pursuant to the provisions of these General Terms of Contract for Software as a Service.

The Provider shall make the contractual services, in particular access to the software available within its sphere of control (from the interface of the computing centre with the internet). The scope of service, the properties and condition, the purpose of use, and the conditions for the use of the contractual services is described in the software user manual.

A fault-free use of the software requires the use of a current browser as described in the system requirements in the service specification. Not an object of this contract is the authorisation to use or provide such a browser.

1.2 Any services beyond this, for example, the development of customer-specific solutions or necessary adjustments require a separate contract.

Not an object of this contract is the performance of data backup measures. These can be contracted separately.

The Provider does not offer the provision of a connection to the internet. An internet connection is a prerequisite for the use of the software and the customer receives it as a service from a third-party provider.

1.3 The Provider may make updated versions of the software available. The Provider shall inform the customer electronically about the updated versions and corresponding notes regarding the use and make these available accordingly. Functional expansions, modifications in the use and the system requirements shall also be notified. The customer does not have a right to a certain version being provided.

1.4 A right to a free test/demonstration version does not apply. The Provider may reject/terminate a free test/demo version at any time and without a statement of reasons.

1.5 To compensate for increased labor costs and other costs, the Provider has the right to change the prices and remuneration for the contractual services. Such a price change is permitted no earlier than twelve months after the signing of the contract and only once a year. The Provider will notify the customer of the change in writing no later than six weeks before it takes effect. In the event that the customer does not accept the price increase, the customer is entitled to terminate the contract in its entirety with one month's notice to the end of the calendar month if the price increase exceeds 10% of the previous price. In the event of termination, the prices that have not been increased by the time the termination becomes effective shall apply.

1.6 Contrary, opposing or deviating terms of the customer shall not become part of the contract, unless this is expressly agreed in the written form between the Provider and the customer (Sec. 126 BGB).

2. Scope of use

2.1 The Provider shall grant the customer a simple, non-transferable, non-sublicensable right without regional limitation to use the software on the conditions pursuant to this contract for the duration of the contractual relationship. The contractual services may be used exclusively by the customer. The customer may access the contractual services during the term of the contract by means of telecommunications (via the internet) and use the functionalities associated with the software in accordance with the contract by means of a browser. The customer shall not receive any rights beyond this, in particular not to the software or the provided infrastructure services, if any, in the respective computing centre. Any further use may require the prior written agreement from the Provider.

2.2 The customer may in particular not use the software beyond the agreed scope of use or permit third parties to use it or make it accessible to third parties. The customer is prohibited from reproducing the software, selling or transferring the use of the software for a limited time or lease or loan it. Licensing is for natural persons. Sharing a user account among multiple persons is not permitted.

2.3 The Provider is permitted to take appropriate technical measures to protect against any use not in accordance with the contract. This must not affect the use of the services in accordance with the contract more than to a merely insignificant extent.

2.4 In the event a user exceeds the scope of use contrary to the contract or in the event of an unauthorised transfer for use, the customer shall inform the Provider of all details available to it, immediately on the Provider's request, for the purpose of bringing claims based on the use contrary to the contract and, in particular, it shall disclose the name and address of the user.

2.5 The Provider may revoke the customer's access authorisation and/or terminate the contract if the customer exceeds the use permitted to it to a significant extent or if it violates rules on the protection against unauthorised use. In relation to this, the Provider may interrupt or block the access to the contractual services. The Provider shall generally set an appropriate grace period for the customer to remedy the situation. Solely the revocation of the access authorisation shall not be regarded as a termination of the contract at the same time. The revocation of the access authorisation without termination can be upheld by the Provider only for an appropriate period of at most 3 months.

2.6 The Provider can revoke the customer's access authorisation and/or terminate the contract if the customer comes to be in arrears with its payment obligations. In relation to this, the Provider may interrupt or block the access to the contractual services. The Provider shall generally set an appropriate grace period for the customer to pay the unsettled amounts. Solely the revocation of the access authorisation shall not be regarded as a termination of the contract at the same time. The revocation of the access authorisation without termination can be upheld by the Provider only for an appropriate period of at most 3 months.

2.7 The customer has a right to have its access authorisation with access possibility be restored, after proving that it has stopped the use contrary to the contract and a future use contrary to the contract is prevented, or after it has fulfilled its payment obligations.

3. Availability, service defects

3.1 The availability of the provided services is defined in the application documentation (manual). The Provider works toward offering a fault-free operation of the software at all times during the agreed term of the contract. This is naturally limited to services that are within the control of the Provider. The customer acknowledges, however, that a complete and uninterrupted availability of the software is technically not realisable. It is therefore up to the Provider to limit the access to the software

temporarily or permanently, in full or in part for reason of maintenance work, capacity concerns or due to other incidents outside of its sphere of control. The Provider does not accept any responsibility for the functionality of the connection to the server resources covered by the contract or in the event of power outages, where this is outside of the Provider's sphere of control.

3.2 In the event of a merely insignificant reduction of the usability of the services for the use in accordance with the contract, the customer shall not be entitled to any claims relating to defects. The Provider's liability independent of fault for any defects pre-existing at the time when the contract was concluded, is excluded.

4. Customer's duties

4.1 The customer shall protect the access credentials, as well as the identification and authentication information attributed to it or to the users from coming into the possession of any third parties and not pass this information on to unauthorised parties. If the customer finds indications of misuse, it shall inform the Provider of this without delay.

The customer shall ensure that the users authorised for access fulfil the obligations under these terms of contract.

4.2 The customer is obligated to indemnify the Provider from all claims of third parties based on rights infringements in result of any illegal use of the object of service. If the customer detects or has to be able to detect that such an infringement is impending, it is obligated to immediately inform the Provider thereof.

4.3 The customer shall use the possibilities made available by the Provider to back up its data in its original sphere of responsibility.

4.4 The customer shall refrain from any activity, which is suitable to compromise and/or cause excessive load in the operation of the contractual software application or its supporting technical infrastructure.

4.5 The Provider is entitled to take technical measures to prevent any use that goes beyond the permissible scope of use. The customer must not use any means by which such technical measures are to be overcome.

4.6 If interferences should occur in the use of the software, the customer shall immediately inform the Provider thereof. The same applies if the customer discovers any use by authorised users in violation of applicable law or rights of third parties or if it discovers any use contrary to these terms of contract.

4.7 The customer undertakes not to use any datasets in the context of the use of the software in violation of applicable law or rights of third parties. It warrants in particular that it holds any potentially required licenses for such use.

5. Scope of use contrary to the contract, damage compensation

For each case in which a contractual service is used without authorisation within the customer's sphere of responsibility, which goes beyond the agreed scope of use, the customer shall pay damage compensation, respectively in the amount of the remuneration, which would have been incurred for the use in accordance with the contract within the term of the minimum contract period applicable to this service. The right to prove that the customer has no fault for the unauthorised use or that no or a significantly lesser damage is present remains reserved for the customer. The Provider retains the right to claim further damage.

6. Rights to use the datasets

The customer grants the Provider a simple right without regional limitation to store and reproduce the customer's datasets for the duration of the contractual relationship, insofar as this is required for the performance of the services owed pursuant to these Terms of Contract. The Provider is furthermore authorised to make changes to the structure or format of the customer's datasets to correct faults.

7. Incident management

7.1 The Provider shall accept fault reports from the customer, attribute them to the agreed fault categories (Section 7.3) and conduct the agreed measures for the analysis for the correction of the faults based on this attribution.

A fault is present when the software does not enable the functionalities described in the application documentation.

7.2 The Provider shall accept fault reports from the customer during its regular business hours (Mondays to Fridays except public holidays) from 9 a.m. to 6 p.m CET. On request by the customer, the Provider shall confirm to the customer that it has received the fault report.

7.3 Unless agreed otherwise, the Provider shall attribute received fault reports upon a first screening and according to its equitable discretion to one of the following categories, in appropriate consideration of the effects the relevant fault has on the use of the contractual services:

a) Major fault

The fault is based on an error in the contractual services, which makes the use of the contractual services, in particular of the software, impossible or which allows use only with severe restrictions. The customer cannot work around this problem in any reasonable way and it is therefore prevented from executing its tasks, which cannot be delayed.

b) Miscellaneous fault

The fault is based on a defect in the contractual services, with the effect of restricting the customer's use of the contractual services, especially of the software, to a more than merely insignificant extent without a major fault being present.

c) Miscellaneous report

Fault reports, which do not fall within the categories of a) and b) will be attributed to miscellaneous reports. Miscellaneous messages will be treated by the Provider only in accordance with the agreements made in this regard.

7.4 In the event of reports of major faults and miscellaneous faults, the Provider shall immediately initiate measures based on the circumstances reported by the customer to initially localise the cause of the fault.

If the reported fault turns out to be not a defect in the contractual services upon an initial analysis, in particular not of the provided software, the Provider shall inform the customer of this without delay.

Otherwise, the Provider shall initiate accordant measures for the further analysis and correction of the reported fault or – in the case of third-party software – forward the fault report together with its analysis results to the seller or manufacturer of the third-party software with the request for correction. The Provider shall make measures that are at its disposal as workarounds or bug fixes for the fault in the contractual services, in particular the provided software, available to the customer, for example, as instructions or corrections of the provided software. The customer shall adopt such measures for bypassing or fixing failures immediately and report any faults remaining after their application again to the Provider without delay.

8. Point of contact (hotline)

8.1 Contractual services

The Provider shall set up a hotline for the customer. This hotline shall process the customer's requests relating to the technical requirements and conditions for the use of the provided software, and requests relating to individual functional aspects. The hotline shall not serve as software user support. Training in the application by users can be requested from the Provider and it will generally be provided only against separately agreed remuneration.

8.2 Acceptance and processing of requests

The condition for the acceptance and processing of requests is that the customer appoints personnel, who are appropriately qualified operationally and technically and assigned internally at the customer's company with the processing of requests from the users of the provided software. The customer is obligated to direct queries about this to the hotline solely through the personnel named to the Provider. The hotline will accept such queries by email and telephone during the Provider's regular business hours.

The hotline will process regular queries and answer them where possible in the ordinary course of business. For the answer, the hotline may refer to documentation accessible to the user and other training material for the provided software. If a request cannot be answered by the hotline or not immediately, the Provider shall forward the query for processing in particular for queries relating to software not manufactured by it.

Further services of the hotline, for example, other contact times and deadlines, as well as on-call duty or services by the Provider at the customer's site shall be expressly agreed in advance.

9. Term and termination of the contract

9.1 The contractually agreed services shall be performed as of the date indicated in the contract, initially for the duration of the term agreed in the order. During this minimum term, a premature ordinary termination by either of the Parties shall be excluded.

9.2 The contract can be terminated with a notice period of three months, whereas at the earliest toward the end of the minimum term. If this notice is not given, the contract shall extend by one more year, respectively, unless it is terminated ordinarily in writing toward the end of the respective extension period.

9.3 The right of each Party to extraordinary termination for good cause remains unaffected.

9.4 Any termination requires the written form for validity.

9.5 The customer shall back up its datasets under its own responsibility and on time before the termination of the contract (for example, by downloading). The Provider may help the customer with this on the customer's request and against remuneration to be agreed separately. On termination of the contract, the Provider shall delete all of the customer's datasets. The Provider shall be authorised to delete and back up the datasets based on legal or regulatory requirements and to block them in other respects. The same applies in case of any legal disputes between the Parties arising from this contractual relationship, if this serves for the securing of evidence and is required for this purpose. The customer shall have no right to access the blocked datasets.

10. Applicability of the General Terms of Contract of th data GmbH

In addition, the General Terms of Contract of th data GmbH apply.

General Terms of Contract th data GmbH (hereinafter referred to as “Provider”)

1. Remuneration, payment, ancillary copyrights, dates

1.1 Unless agreed otherwise, the remuneration will be charged by expense at the Provider's generally applicable prices, which can be enquired from the Provider at any time. Remuneration generally refers to net prices plus the incurred statutory value added tax. The Provider may issue its invoices on a monthly basis. If services are remunerated by expense, the Provider shall document the kind and duration of the work and transmit this documentation along with the invoice.

1.2 All invoices shall be paid on principle at the latest 10 calendar days after the receipt, without deductions and free of costs to the paying agent.

1.3 The customer may offset or withhold payments for reason of defects only insofar as they are actually entitled to claims for payment based on material defects or defects of title in the service. For other warranty claims, the customer may withhold merely a proportionate part of payments in light of the defect. Section 4.1 applies analogously. The customer has no right of withholding if its warranty claim has lapsed by limitation. For the rest, the customer may only exercise a right of offsetting or withholding against uncontested claims or claims established as final and absolute.

1.4 The Provider shall retain the ownership and rights to the services to be granted, until the owed payment has been made in full. Amounts justly withheld due to defects according to Section 1.3, clause 2 will be taken into account. In addition, the Provider reserves the title to ownership until all of its claims resulting from the business relationship with the customer have been settled. The Provider has the right to prohibit the customer from continuing the use of the services for the period of any delay in the customer's payment. The Provider may assert this right only for an appropriate period of time, usually for 6 months at the longest. This shall not constitute a withdrawal from the contract. Sec. 449 (2) BGB [German Civil Code] remains unaffected.

If the customer or its buyer returns the services, the acceptance of the services shall not constitute a withdrawal by the Provider, unless it has expressly declared this withdrawal. The same applies if the Provider garnishes the items subject to the reservation of title or the pledging of rights to the items subject to the reservation of title. The customer may neither pledge nor transfer by way of security any items, which are subject to the reservation of title or other rights. As a reseller, the customer shall have a right to resell the items solely in the ordinary course of business, on the condition that the customer has effectively assigned the Provider's claims against the customer's buyers as relates to the resale and that the customer transfers the ownership to its buyer subject to payment. By signing this contract, the customer hereby transfers its future claims against its buyers relating to such sales by way of security to the Provider, who hereby accepts this transfer. If the realisable value of all of the Provider's securities exceeds the amount of the secured claims by more than 20%, the Provider shall release the corresponding portion of the securities on the customer's request.

1.5 If rights to use deliveries and services are permissibly transferred, the customer is obligated to impose the contractually agreed limitations that are applicable to these deliveries and services on the recipient.

1.6 If the customer does not settle a due claim in full or in part by the contractually agreed payment date, the Provider may revoke any agreed payment targets for all claims. The Provider shall furthermore be entitled to make the performance of additional services conditional on prepayment or the provision of securities in the form of a performance bond from a credit institution or credit insurer licensed in the European Union. The prepayment shall cover the respective billing period or – in case of services rendered one time only – their full consideration.

1.7 In the event of the customer's financial incapacity to fulfil its obligations to the Provider, the Provider may terminate the existing exchange agreements with the customer by withdrawal and terminate continuing obligations by cancellation without notice, even if the customer files for insolvency. Sec. 321 BGB and Sec. 112 InsO [German Insolvency Code] remain unaffected. The customer shall inform the Provider at an early point in time about any impending insolvency. Financial incapacity must be assumed if the customer does not pay the owed remuneration after two payment reminders or if two consecutive payment dates are missed for a continuing obligation.

1.8 Fixed performance dates shall be agreed exclusively in explicit, documented form. The agreement on a fixed performance date shall be subject to the proviso that the Provider receives the services from its respective upstream suppliers on time and in accordance with the contract.

2. Cooperation, duties to contribute, confidentiality

2.1 The customer and the Provider shall each appoint a responsible contact person. The communication between the customer and the Provider shall take place through this contact, unless agreed otherwise. The contacts shall effect all decisions relating to the performance of the contract without delay. The decisions shall be documented formally.

2.2 The customer is obligated to support the Provider to the necessary extent and create all conditions within its sphere of operations, which are required for the correct performance of the contract. For this purpose, it shall in particular make all necessary information available and enable remote access to the customer's system if

possible. If remote access is not possible for reasons of security or for other reasons, the deadlines affected by this shall extent appropriately; the contractual partners shall agree on an appropriate provision for further effects. The customer shall also ensure that knowledgeable personnel will be available to support the Provider. If it is agreed in the contract that services can be performed at the customer's site, the customer shall make a sufficient number of workstations and equipment available free of charge to the Provider on its request.

2.3 Unless agreed otherwise, the customer shall ensure the proper data backup and precautions for data and components (e.g. hardware, software) safeguards against outages, which are appropriate in terms of their kind and significance.

2.4 The customer shall report any defects in comprehensible form in writing without delay, providing all information required for identifying and analysing the defect. For this, in particular the work steps are to be described, which have led to the occurrence of the defect, the way in which the defect appears and its effects. Unless agreed otherwise, the corresponding forms and processes of the Provider shall be used for this purpose.

2.5 The customer shall support the Provider to an appropriate extent and on request for the review and the filing of claims against other parties as relates to the performance of the service. This applies in particular to claims of recourse of the Provider against its upstream suppliers.

2.6 The contractual partners are aware that electronic and unencrypted communication (e.g. by email) is associated with security risks. Therefore, no claims may be asserted for this type of communication, which are based on the absence of encryption, except it was agreed beforehand to use encryption.

3. Disruptions in the service performance

3.1 If events outside of the Provider's control such as strike or lockout disrupt the adherence to the schedule ("disruption"), the scheduled dates shall be postponed for the length of the disruption, including an appropriate restarting phase if required. Each Party shall inform the other Party without delay of the cause of a disruption, which occurred in its sphere and of the duration of the postponement.

3.2 If the expense increases due to a disruption, the Provider may also demand payment for the extra expense, unless the customer has no fault for the disruption and its cause is outside of its sphere of responsibility.

3.3 If the customer cannot withdraw from the contract and/or if it can demand damage compensation in lieu of performance, because of inadequate performance by the Provider or if such is claimed, the customer shall declare in writing on the Provider's request and within an appropriate period that has been set, whether it will claim these rights or if it still wants the service to be performed. In the case of a withdrawal, the customer shall refund the Provider for the value of the possibility of the prior use; the same also applies in case of deteriorations due to the use as intended.

If the Provider is in delay with the service performance, the customer's compensation for damages and expenses due to the delay shall be limited to 0.5% of the price per completed week of the delay for the part of the contractual service that cannot be used due to the delay. The liability for delay shall be limited in total to at most 5% of the remuneration for all contractual services affected by the delay; in the case of continuing obligations, this shall apply in reference to the remuneration for the respectively affected services for the full calendar year. In addition and primarily, a percentage rate of the remuneration as agreed on the signing of the contract shall apply. This shall not apply if a delay is due to gross negligence or intent by the Provider. Section 6 applies analogously.

3.4 In the event of any delays in the service, the customer shall have a right of cancellation only within the limits of the legal regulations and provided that the delay is at the Provider's fault. If the customer justly claims compensation for damages or expenses due to the delay, it shall be entitled to demand 1% of the price for the part of the contractual service that cannot be used due to the delay and per complete week of the delay, whereas at most 10% of this price in total; for continuing obligations, this shall apply in reference to the remuneration for the respectively affected services for the full calendar year. In addition and primarily, a percentage rate of the remuneration as agreed on the signing of the contract shall apply.

4. Material defects and expense refund

4.1 The Provider grants a warranty for the contractually owed properties and condition of the services. No claims are established for material defects if the Provider's service deviates from the contractual properties and condition only to a negligible extent. Claims for defects shall also not be established in case of excessive or improper use, natural wear and tear, and failure of components in the system environment, non-reproducible software or other errors, which are caused by extraordinary external effects that are unexpected according to the contract. Section 6 applies in addition to damage compensation and claims to expense refunds.

4.2 The limitation period for warranty claims for material defects is one year from the start of the statutory limitation period. The statutory time limits for filing recourse pursuant to Sec. 478 BGB remain unaffected. The same applies in case the law prescribes longer time limits according to Sec. 438 (1) no. 2 or Sec. 634a (1) no. 2 BGB, or in case of an intentional or gross negligent breach of duty by the Provider or fraudulent concealment of a defect, and in cases of injury to life, body or health as well as to claims arising from the Product Liability Act The processing of a notice of a material defects from the customer by the Provider shall only suspend the limitation

period if the legal conditions are given for this. The limitation period will not be started from the beginning for this reason. Subsequent fulfilment (new delivery or reworking) can only have an effect on the limitation of the defect triggering the subsequent fulfilment.

4.3 The Provider can demand remuneration for its efforts if

- a) it commences work based on a notification, without a defect being present, except the customer was unable to recognise that no defect was present; or
- b) a reported fault is not reproducible or the customer otherwise not prove it to be a defect; or
- c) additional expense is incurred because of improper fulfilment of the customer's duties (also see Sections 2.2, 2.3, 2.4 and 5.2).

5. Legal defects

5.1 The Provider shall be liable for the infringement on the rights of third parties by its service only to the extent that the service is used in accordance with the contract and in particular in the contractually agreed otherwise unmodified operative environment. The Provider shall be liable for infringement on rights of third parties only within the European Union and the European Economic Area, and at the place of the contractual use of the service. Section 4.1, clause 1 shall apply analogously.

5.2 If a third party claims against the customer that a service of the Provider infringes on its rights, the customer shall inform the Provider immediately. The Provider and, if applicable, its upstream suppliers shall be entitled, but not obligated, to defend against the asserted claims insofar as they are permissible and at their own expense. The customer shall not have a right to acknowledge claims of third parties before it has given the Provider ample opportunity to defend against the rights of third parties in another way and manner.

5.3 If the Provider's services infringe on the rights of third parties, the Provider shall

- a) procure the right for the customer to use the service; or
- b) arrange the service so that it does not infringe on the rights of third parties; or
- c) take back the service against a refund of the remuneration paid for it by the customer (less an appropriate compensation for prior use) if the Provider cannot find another remedy at appropriate expense. The customer's interests shall be duly taken into account.

5.4 Claims of the customer for defects of title shall lapse by limitation according to Section 4.2. Section 6 applies in addition to claims of the customer for damage compensation and expenses, and Section 4.3 applies analogously to additional expenses of the Provider.

6. General liability of the Provider

6.1 The Provider shall be liable to the customer in all cases

- a) for damages caused by it and its legal representatives or vicarious agents through intent or gross negligence;
- b) pursuant to the Product Liability Act; and
- c) for damages resulting from injury to life, body or health, for which the Provider, its legal representatives or vicarious agents are responsible.

6.2 The Provider shall not be liable in cases of simple negligence, except to the extent that it has violated an essential contractual duty, the fulfilment of which enables the correct performance of the contract in the first place or the breach of which threatens reaching the purpose of the contract and the fulfilment upon which the customer regularly relies and may rightly rely.

This liability shall be limited to the predictable damage that is typical for the contract. The liability for an individual damage event shall be limited to the contract value and, in case of running remuneration, to the amount of the remuneration per contract year, whereas to no less than €50,000. Section 4.2 applies analogously to the limitation period. The contractual partners may agree in writing, usually subject to separate remuneration, on liability beyond this on the conclusion of the contract. A liability sum agreed in the specific case shall take precedence. The liability pursuant to Section 6.1 remains unaffected by this paragraph. In addition and primarily, the Provider's liability for the compensation of damages and expenses due to simple negligence arising from the respective contract and its performance, regardless of the legal reason, shall be limited overall to the percentage rate of the remuneration as agreed on the signing of the contract. The liability pursuant to Section 6.1 b) remains unaffected by this paragraph.

In addition and primarily, the Provider's liability for the compensation of damages and expenses due to simple negligence arising from the respective contract and its performance, regardless of the legal reason, shall be limited overall to the percentage rate of the remuneration as agreed on the signing of the contract. The liability pursuant to Section 6.1 b) remains unaffected by this paragraph.

6.3 The Provider shall be liable under a written guarantee solely for damage compensation, if this has been expressly accepted under the guarantee. This liability shall be subject to the limitations according to Section 6.2 in cases of simple negligence.

6.4 In the event of a necessary restoration of data or component (such as hardware, software), the Provider shall be liable only for the expense that is required for the restoration with a correct data backups having been made and measures having been put in place by the customer to safeguard against outages. In cases of simple

negligence by the Provider, this liability shall apply only if the customer has made a correct data backup prior to the failure and implemented protective measures against outages as appropriate for the kind of the data and components. This shall not apply if this is agreed as a service to be performed by the Provider.

6.5 Sections 6.1 to 6.4 shall apply analogously to claims for the refund of expenses and other liability claims of the customer. Sections 3.3 and 3.4 remain unaffected.

7. Data privacy

The customer shall conclude the required agreements in terms of data protection regulations with the Provider for the handling of personal data.

8. Confidentiality

8.1 With regard to confidential information the Parties undertake to treat the confidential information exchanged in the context of this contract as confidential without limitation in time and not to exploit this confidential information in either of the Parties' own enterprises, including all affiliates, nor let any other natural persons or legal entities exploit it, nor let it be used in any other way, whether directly or through third parties. The Parties shall agree on appropriate confidentiality measures for the protection of confidential information. The Parties shall in particular conclude appropriate non-disclosure agreements with employees and any third parties if they obtain authorised access to the confidential Information.

8.2 Deemed confidential information is in particular any software as the object of the contract, including source code, any business secret and any information not previously publicly accessible regarding products, processes, know-how, design, formulas, algorithms, drafts, developments, research, interfaces, databases, and other copyrighted works or any other information with regard to the Parties' business activities and their employees, consultants, licensees or other persons attributed to this Party, which is disclosed in the context of this agreement or which is marked as confidential and divulged in any other way in the written, electronic, physical or verbal form.

8.3 The foregoing non-disclosure obligation shall not apply if a Party is obligated by law to disclose the information based on a final ruling by a court or decision by an authority.

9. Miscellaneous provisions

9.1 The customer shall observe the import and export regulations that are applicable to the deliveries or services, especially the relevant regulations of the USA. For cross-border deliveries or services, the customer shall bear all incurred customs duties, fees and other charges. The customer shall process legal or administrative procedures relating to cross-border deliveries or services within its own responsibility, unless expressly agreed otherwise.

9.2 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

9.3 The Provider shall perform its services on the basis of these General Terms of Contract and any service-specific terms of contract. General terms and conditions of the customer shall not apply, even if the Provider has not expressly objected to them. The acceptance of the services by the customer shall be regarded, in waiver of the customer's GTC, as an acknowledgement of these General Terms of Contract and any service-specific terms of contract of the Provider. Other terms shall only be binding if the Provider has expressly acknowledged them in writing; the Provider's GTC shall apply in addition.

9.4 Changes and amendments to this contract shall be agreed exclusively in writing. Where the written form (e.g. for termination notices, withdrawals) is agreed, the text form is not be sufficient.

9.5 The place of jurisdiction in relation to a merchant, a legal entity of public law or public-law investment fund is the place of the Provider's registered office. The Provider can also file lawsuit against the customer at the place of its registered office.