KINEXON

GENERAL TERMS AND CONDITIONS

1. Scope

1.1. These General Terms and Conditions ("GTC") shall apply to all types of deliveries and services of the KINEXON GmbH - hereinafter referred to as "Contractor" - to their customers - hereinafter referred to as "Customer".

1.2. These GTC shall apply exclusively. General Terms and Conditions of the Customer that conflict with, deviate from or supplement these General Terms and Conditions shall only become part of the contract if and to the extent that the Contractor has expressly consented to their application in text form. This requirement of consent shall apply in any case, for example also if the Contractor, knowing the General Terms and Conditions of the Customer or knowing that the Customer wishes its General Terms and Conditions to apply, performs the delivery or service to it without reservation, accepts material provided or supplied by the Customer or does not expressly separately object to their application.

1.3. These GTC shall become part of the contracts concluded with the Contractor. By placing the order, at the latest upon receipt of the goods delivered and/or services rendered by the Contractor, the Customer expressly acknowledges the exclusive applicability of these GTC. The Contractor expressly reserves the right to amend and/or supplement these GTC. Unless otherwise agreed, contracts with the Contractor shall be governed by the version of the GTC valid at the time of the Customer's order. If the Contractor has notified the Customer of new GTC in text form between the time of the order and, at the latest, the receipt of the order confirmation, if such confirmation is not sent, until the Contractor executes the order, these GTC shall apply instead if the Customer does not object.

1.4. These GTC shall also apply to all future legal relationships between the Contractor and the Customer, insofar as this is a mutual commercial transaction, even if no express reference is made to these GTC in the individual case.

1.5. References to the applicability of statutory provisions shall only have clarifying significance. Even without clarification, the statutory provisions shall apply insofar as they are not directly amended or expressly excluded in these GTC.

2. Offer and offer documents

2.1. Verbal offers are always non-binding and subject to change; they only become binding upon confirmation in text form.

2.2. Unless expressly stated otherwise in the offer, the commitment period shall be 14 calendar days from the date of the offer.

2.3. The data and information contained in the accompanying offer documents, such as technical descriptions, drawings, illustrations, data, programs and performance specifications of the contractor are non-binding.

2.4. Contribution services to be provided by the customer and technical requirements for the customer's equipment are always binding as minimum requirements.

2.5. The information contained in the offer documents shall be checked by the customer during the offer phase for execution possibilities within the scope of the intended project. In case of discrepancies, the Contractor shall be notified within 10 days of receipt of the documents, otherwise any resulting defects and deviations shall be the responsibility of the Customer.

2.6. Declarations of intent by the Contractor aimed at the conclusion of the contract shall only be effective in text form. Oral declarations shall only become effective upon confirmation in text form by the Contractor. The written form shall also apply to any ancillary and amendment agreements.

2.7. A conclusion of contract cannot be brought about by unilateral reference of the Customer to contract negotiations that have taken place. Silence on the part of the Contractor shall in no case be deemed to be consent. The content shall be recognized exclusively by counter confirmation in text form on the part of the Contractor.

3. Type and scope of services

Unless otherwise agreed in individual contracts, the following provisions shall apply with regard to the respective service components:

3.1. Provision of standard software*

The Contractor shall provide the Customer with the standard software* in accordance with the agreements in the system supply contract. Insofar as no other intended use is agreed in the system supply contract, the Contractor shall grant the Customer the following

- simple,
- non-transferable,
- limited in time to the term of the contract,
- limited to the place of destination specified in the offer,
- exercisable in any hardware and software environment.

right to use the Standard Software* for the Customer's own internal purposes in connection with the delivered hardware, i.e. in particular to store and load it, to display it and to run it.

3.2. Restrictions

The Customer may neither change nor remove any property right notices of the software, such as copyright notices or trademark designations.

The Customer may not do anything that could promote unauthorized use. In particular, it may not attempt to decompile or disassemble the machine-executable format of the Standard Software* or the firmware located on the Hardware, to perform a reverse engineering or to translate it in any other way into another code form, unless this is permitted by mandatory statutory provisions. The Customer shall inform the Contractor without delay if it has knowledge that unauthorized access is imminent or has occurred in its area.

3.3. Bringing the system to operational readiness*.

Unless otherwise agreed, the hardware and software shall be installed and commissioned by the Customer.

3.4. Trainings

Training shall take place at the Contractor's premises unless otherwise agreed. A training day comprises eight lessons of 45 minutes each as well as reasonable breaks. The training remuneration includes the appropriate preparation of the training as well as the granting of a simple, non-transferable right of use to the training documents for use for own operational purposes. The agreed copies shall become the property of the client.

4. System Service

Insofar as agreed, the Contractor shall provide maintenance and system services in accordance with the agreements in the System Supply Agreement and the following provisions (hereinafter: "System Service"):

4.1. System Services

The Contractor shall provide the following system services agreed only for the delivered hardware and the respective current version of

the delivered software (hereinafter: "Maintenance Item") to the agreed remuneration. If the maintenance of third-party software is expressly agreed in the contract, the restrictions described therein shall apply.

The system service does not include any services in connection with the use of the object of maintenance under conditions not provided for in the contract or changes to the object of maintenance by the Customer or by third parties. Also not included are the clarification of interfaces to third-party systems, installation or configuration support.

4.1.1. Preventive maintenance

Preventive maintenance serves to maintain the operational readiness of the object of maintenance. It shall be carried out on the basis of a procedure defined by the Contractor in terms of type and scope.

4.2. Remote access

The CUSTOMER shall provide KINEXON with remote access to the CUSTOMER's IT system required for the performance of the Contract. As the KINEXON system is a decentralized system, it relies on the accessibility of all its components for comprehensive system monitoring, updates as well as incident, problem and change management. For this purpose, the parties may enter into a separate access agreement (e.g., encrypted VPN connection or a site-to-site (S2S) VPN). In case of insufficient or inadequate remote connection, KINEXON cannot guarantee the fulfillment of the services.

4.2.1. Fault management

4.2.1.1. Acceptance of fault reports from the client

If a service contract has been concluded, the Contractor shall accept fault reports from the Customer between 8 a.m. and 6 p.m. on Mondays to Fridays (with the exception of public holidays in Bavaria).

4.2.1.2. Assignment to disturbance categories

Unless otherwise agreed, the Contractor shall assign received fault reports to one of the following categories:

a) Serious malfunction: The malfunction is based on a defect of the maintenance object, which makes its use impossible or allows it only with serious restrictions. The customer cannot reasonably circumvent this problem and therefore cannot complete tasks that cannot be postponed.

b) Other malfunction: The malfunction is based on a defect of the object of maintenance which restricts its use by the Customer more than insignificantly, without a serious malfunction being present.

c) Other messages: Fault messages that do not fall into categories a) and b) are assigned to other messages. These shall only be handled by the Contractor in accordance with the agreements made for this purpose.

4.2.1.3. Implementation of troubleshooting measures

In the event of reports of serious disruptions and other malfunctions, the Contractor shall immediately initiate appropriate measures on the basis of the circumstances communicated by the Customer in order to first localize the cause of the disruption.

If the notified malfunction does not turn out to be a defect of the object of maintenance after initial analysis, the Contractor shall notify the Customer thereof without undue delay.

If this is not the case, the Contractor shall initiate appropriate measures for further analysis and for the elimination of the notified malfunction or - in the case of third-party software - transmit the malfunction report together with its analysis results to the distributor or manufacturer of the third-party software with the request for remedial action. The Contractor shall immediately provide the Customer with measures available to it for circumventing or rectifying a fault in the object of Maintenance, such as instructions for action or corrections. The Customer shall immediately implement the measures for the elimination of faults communicated to it in this context and then immediately report any remaining faults to the Contractor again.

4.2.2. Provision of new versions for maintenance of standard software*.

4.2.2.1. Contractual services

The Contractor shall provide the Customer with certain new program versions of the standard software* in order to keep it up to date and to prevent malfunctions. These are updates of the standard software* with technical modifications, improvements, minor functional enhancements as well as patches with corrections to the standard software* or other workarounds for possible malfunctions. These new program versions of the standard software* are collectively referred to as "new versions".

The provision of upgrades* with significant functional enhancements or of new products or obligations for the further development of the standard software* shall not be subject of the system services, unless otherwise expressly agreed.

4.2.2.2. Duties and rights with new versions

The Contractor shall provide the Customer with the new versions of the standard software*. The Customer shall be obliged to install the new versions without delay.

4.2.2.3. Acceptance and processing of inquiries

The Customer shall designate to the Contractor only the personnel with the appropriate professional and technical qualifications who are entrusted internally at the Customer with the processing of inquiries of the users of the object of maintenance. Only such personnel designated to the Contractor shall address inquiries to the Hotline using forms or other contact options provided by the Contractor. The Hotline shall accept such requests by e-mail, telephone or internet-based service systems during the Contractor's normal business hours.

The hotline may refer to documentation and other educational resources for the maintenance item available to the customer for answers.

4.3. Term and termination

Unless otherwise agreed, the system service shall commence on the day following delivery of the system in accordance with the individual agreement for the maintenance object and shall end upon expiry of the individual agreement.

4.4. Remuneration

The remuneration shall be owed in advance in the billing period and shall be invoiced by the Contractor to the Customer at the beginning of the billing period. Unless otherwise agreed, a quarterly invoicing period shall apply. If the contract commences within a billing period, the remuneration shall be owed pro rata temporis and invoiced upon conclusion of the contract.

4.4.1. Travel expenses

Reasonable travel expenses (national and international) of KINEXON personnel according to the main contract will be reimbursed separately by the CONTRACTOR. KINEXON reserves the right to choose the means of transport and the accommodation. However, KINEXON is obliged to calculate travel and travel expenses according to the shortest distances in each case and to start journeys only with prior approval (e-mail sufficient) of the Customer in order to ensure a reasonable relation to the total expenditure.

4.4.2. Sales tax

All claims for remuneration are in each case exclusive of value-added tax. Value-added tax will be added, insofar as this is incurred in accordance with the statutory provisions.

4.4.3. Offsetting and right of retention:

The Customer may only offset with undisputed or legally established claims and/or exercise a right of retention only on the basis of undisputed or legally established claims based on the same contractual relationship.

4.4.4. Tax:

The party that is liable for tax in the sense of the respective legal regulation is exclusively responsible for any tax incurred. Depending on the Customer's country of origin, KINEXON shall be entitled to withhold taxes prescribed by law, in particular to withhold and pay withholding taxes, and shall support the Customer to a reasonable extent in obtaining any possible exemptions under any double taxation treaties.

4.5. Obligations of the customer

The Customer shall notify the Contractor without delay of any changes to the deployment environment, also in order to enable the Contractor to provide system service. The Customer shall ensure that the object of maintenance is only used in an approved operating environment and - in the case of standard software* - in an operating environment supported by the standard software*. The Contractor shall not owe any maintenance for software that is not used in such an operating environment.

Unless otherwise agreed, the Customer shall additionally store all documents, information and data handed over to the Contractor on its premises in such a way that they can be reconstructed in the event of damage to or loss of data carriers.

4.6. Implementation

The performance of the System Service is subject to the Contractor itself being supplied by its respective upstream supplier in good time and in accordance with the contract.

Consumables, wear parts or spare parts used are either new or equivalent to new parts with regard to their usability.

5. Place of performance, transfer of risk, shipment

5.1. The place of performance shall be the Contractor's registered office, unless otherwise agreed.

5.2. The risk of loss or deterioration of the hardware and/or standard software* to be delivered shall pass to the Customer as soon as the Contractor has handed them over to a forwarding agent or other person for the purpose of transport or upon notification of completion and provision of the delivery items at the Contractor's site in accordance with the contract, in the case of data transmission upon dispatch of the data.

5.3. Unless otherwise agreed, the Customer shall transport the Hardware entirely at its own expense and shall indemnify the Contractor against any insurance, transport and handling costs.

6. Delivery times and delay

6.1. Dates or deadlines for deliveries or services promised by the Contractor are always only approximate and are not binding unless expressly promised or agreed in text form as a fixed deadline or fixed date. They shall be deemed to have been met at the time of timely dispatch of the goods. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport. The Customer may request the Contractor in text form to deliver within a reasonable period of time four weeks after a non-binding delivery date has been exceeded.

6.2. In any case, the delivery period shall not commence until all technical and other questions relating to the delivery have been clarified. Repeat orders as well as any other modifications requested by the Customer to his previous order shall be deemed to be a new order. In case of orders blocked for reasons of creditworthiness, the confirmed delivery or service dates or deadlines shall become invalid; after the block has been lifted, new dates and deadlines shall apply in each case, to be confirmed by the Contractor in text form. The Contractor is entitled to make early deliveries

6.3. The Contractor shall be entitled to make partial deliveries if the partial delivery is usable for the Customer within the scope of the contractual

intended purpose, the delivery of the remaining ordered goods is ensured and the Customer does not incur any significant additional expenses or additional costs as a result of the partial deliveries. In the event of partial delivery, packaging and shipping costs shall only be charged once. If the Customer incurs additional costs, the Contractor may agree to bear these costs. If the Customer accepts the first partial delivery, the partial deliveries shall be deemed admissible.

6.4. Unless expressly agreed otherwise in text form, all deliveries oft he Contractor shall be made ex works for the account and at the risk of the Customer. In addition, the incoterms of the International Chamber of Commerce/Paris, as amended from time to time, specified in the order confirmation shall apply insofar as these do not contradict the expressly agreed contractual terms and these GTC. The goods shall be deemed to have been delivered in accordance with the contract if they correspond to the agreed product description. This shall also apply in the event of only minor or customary deviations in quality, dimensions, color, weight and the like, provided that such deviations do not materially impair the intended use of the goods. The Contractor expressly reserve the right to make other changes to the goods delivered by him, insofar as these are due to technical developments or represent technical improvements.

6.5. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. Furthermore, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. It is deemed equivalent to the handover or acceptance if the Customer is in default of acceptance.

6.6. If the Contractor is unable to meet delivery or performance deadlines for reasons that are expected to be short-term and temporary and for which the Contractor is not responsible (non-availability of performance), the delivery deadline shall be extended by the period of the expected non-availability plus a reasonable time for the start of production. Contractor shall inform the Customer of this immediately after ascertaining the non-availability and notify the Customer of the expected new delivery period. If, as a result of the delay, the Customer cannot reasonably be expected to accept the delivery or service or, in the case of an agreed fixed date or period, the delivery or service owed cannot be provided even within a reasonable period of grace in accordance with the above sentences, the Customer may withdraw from the contract by means of an immediate declaration. If the service is also temporarily unavailable within the new delivery period or probably not only for a short period of time, the Contractor shall be entitled to withdraw from the contract in whole or in part and to refund any consideration already rendered by the Customer.

6.7. As case of unavailability of the service is considered in particular:

a) force majeure,

b) viruses and other attacks by third parties on the Contractor's IT system, insofar as customary protective measures have been observed,

c) Obstacles due to German, US and other applicable national, EU or international regulations of foreign trade law or due to other circumstances for which the Contractor is not responsible,

(d) official measures, including public health orders for border closures or controls, quarantine, site closures and the like; or

e) not timely or proper delivery by suppliers (in particular, not timely delivery of materials or not timely provision of materials).

6.8. In these cases, the assertion of claims for damages due to non-fulfillment or delays in delivery by the Customer is excluded.

6.9. Insofar as events unforeseeable at the time of conclusion of the contract, e.g. the cases of non-availability of the service mentioned in the preceding paragraph as well as the events mentioned or referred to

above, significantly change the economic significance or the content of the delivery or have a significant effect on the Contractor's operations, the contract shall be adjusted appropriately in good faith. If this is not economically justifiable, the Contractor shall be entitled to withdraw from the contract. This shall apply in particular if required export licenses are not granted or cannot be used. If the Contractor intends to make use of this right of withdrawal, it shall notify the Customer thereof after realizing the consequences of the event, even if an extension of the delivery period was initially agreed with the Customer.

6.10. The Customer may not refuse acceptance of the delivery due to insignificant defects. If the Customer does not accept the delivery or service in whole or in part, although Contractor has offered it to him in accordance with the contract, or if he fails to perform an owed act of contribution or if the delivery or service is delayed for other reasons for which the Customer is responsible, the Customer shall be in default of acceptance. In such cases, the Contractor shall be entitled to demand reasonable compensation for the costs incurred by the Contractor as a result of the delay in acceptance, including additional expenses (e.g. storage costs). The storage costs amount to 2% percent of the invoice value of the goods to be stored per expired calendar week. The parties are expressly free to claim and prove further or lower storage costs. Irrespective of this, however, the statutory obligations to transfer risk shall remain in force in the event of default in acceptance; in particular, the risk of accidental loss or accidental deterioration of the ordered goods shall pass directly to the Customer in such cases. Further claims due to default of acceptance remain unaffected.

6.11. The occurrence of the delay in delivery shall otherwise be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required. If the Contractor is in default with the delivery or service, the Customer shall, at Contractor's request, declare within a reasonable period of time whether it insists on the delivery or service or asserts its other statutory rights. Notwithstanding the foregoing, in the event of a delay in delivery or performance, the Customer may only withdraw from the order placed within the scope of the statutory provisions to the extent that the Contractor is responsible for the delay.

7. Rights to data

The Contractor is interested in the continuous improvement and further development of the system and its services related thereto. The Customer therefore grants the Contractor a non-exclusive, transferable, sub-licensable right of use and exploitation, unlimited in terms of time, space and content, to the data generated by the KINEXON System at the Customer's premises during the term of the contract. In order to exercise this right of use, the Contractor shall be entitled to retrieve the data generated at the Customer during the term of the system service by means of remote access* to the system installed at the Customer and to transfer it to the Contractor's infrastructure. Insofar as personal data are concerned, these shall be transferred exclusively in anonymized form.

8. Rights of third parties, indemnification

8.1. Principle

If a third party asserts against the Customer that a service of the Contractor infringes its rights, the Customer shall immediately notify the Contractor. The Contractor is entitled, but not obliged, as far as permissible, to defend the asserted claims at its own expense.

8.2. Recognition exclusion

The Customer is not entitled to acknowledge claims of third parties before he has given the Contractor reasonable opportunity to defend the rights of third parties in another way.

8.3. Infringement

If third party rights are infringed by a performance of Contractor, Contractor shall, at its own choice and at its own expense, procure the right to use for the Customer or shall render the performance free of

infringement or shall take back the performance with reimbursement of the remuneration paid for it by the Customer (less a reasonable compensation for use), if the Customer cannot achieve any other remedy with reasonable effort. The interests of the Customer shall be adequately taken into account.

9. Notification obligations and rights of the contractor

9.1. The Contractor shall notify the Customer without undue delay if he realizes that specifications of the Customer to a substantial extent

a) are incorrect, incomplete or contradictory,

b) are not executable as agreed,

c) or provisions* or the system environment* are not suitable to bring about the operational readiness* of the system. Insofar as this is possible with reasonable effort, he shall at the same time inform the Customer of the consequences recognizable to him and await the Customer's decision before taking further measures. The Customer shall inform the Contractor of this decision without delay. The Contractor shall be entitled to examine and test the specifications, supplies* and system environment* only insofar as this is necessary to bring about the operational readiness* of the system.

9.2. If, in the course of the performance of the contract, the Contractor determines that compliance with deadlines in accordance with the schedule of deadlines and services is at risk, the Contractor shall inform the Customer thereof without undue delay.

10. Execution of works, contractor's personnel, subcontractors

The Contractor may use subcontractors within the scope of the performance of the contract. The training of a new subcontractor shall be carried out at the expense of the Contractor.

11. Expense allowance

The Contractor may demand remuneration for its expenses insofar as

a) he acts on a report without there being a defect, unless the Customer could not with reasonable effort have discovered that there was no defect, or

b) a reported malfunction is not reproducible or otherwise verifiable as a defect by the Customer, or

c) additional expenses are incurred due to improper fulfillment of the client's obligations.

12. Claims for defects of the customer

12.1.1. The Customer shall report defects immediately in text form in a comprehensible and detailed form, stating all information useful for the detection and analysis of the defect. In particular, the work steps that led to the occurrence of the defect, the manifestation and the effects of the defect shall be stated. Unless otherwise agreed, the corresponding forms and procedures of the Contractor shall be used for this purpose.

12.1.2. At the request of the Contractor, the Customer shall take certain measures falling within its sphere of responsibility which enable the fault or defect to be identified and analyzed, e.g. provide necessary individual technical information from its sphere of responsibility which it is able to obtain.

13. Liability of the contractor

13.1. Unless otherwise provided in these GTC including the following provisions, the Contractor shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

13.2. The Contractor shall be liable for damages based on intent and gross negligence. The Contractor's liability for damages caused by itself or

in an attributable manner by legal representatives or vicarious agents, neither intentionally nor due to gross negligence, irrespective of the legal grounds, shall be excluded subject to statutory limitations of liability (e.g. due care in own affairs, insignificant breaches of duty), unless the damage results from injury to life, body or health or from the breach of an essential contractual obligation (obligation, the fulfillment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely).

13.3. Claims for damages due to the simple negligent breach of an essential contractual obligation shall be limited to the compensation of the damage typical for the contract or reasonably foreseeable. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be eligible for compensation insofar as such damage is typically to be expected when the delivery item is used as intended.

13.4. The Contractor shall not be liable for impossibility of delivery or for delays in delivery insofar as these have been caused by force majeure or other events unforeseeable at the time of conclusion of the contract for which the Contractor is not responsible (e.g. cases of non-availability of the service, operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time).

13.5. The above limitations of liability shall not apply to claims under the German Product Liability Act (Produkthaftungsgesetz) or if the Contractor has fraudulently concealed a defect, for which the Client shall be obliged to provide evidence, or if the Contractor has assumed an express guarantee in text form for the quality and function of the specific goods.

13.6. The above exclusions and limitations of liability shall apply to the same extent for the benefit of the organs, legal representatives, employees and other vicarious agents of the Contractor.

13.7. Due to a breach of duty which does not consist of a defect, the Customer may only rescind or terminate the contract if the Contractor is responsible for the breach of duty. A free right of termination of the Customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

13.8. Insofar as the Customer is responsible for the proper backup of data, the Contractor shall be liable in the event of loss of data only for that expenditure which would be required for the recovery of the data if the Customer had properly backed up the data.

The Contractor is not obliged to check the Customer's data backup measures.

14. Privacy and security

14.1. Insofar as the Customer grants the Contractor access to personal data within the scope of the system service or otherwise within the scope of the performance of the contract, the Customer shall ensure that all data protection requirements are complied with. The Contractor shall be prepared to conclude the necessary agreements at any time.

14.2. Before handing over a data carrier to the Contractor, the Client shall ensure the deletion of contents worthy of protection, in particular personal data, unless otherwise agreed.

15. Secrecy

15.1. The contracting parties are obliged to maintain confidentiality regarding business and trade secrets as well as other confidential information that becomes known in connection with the execution of the contract. Confidential information is information which a reasonable third party would consider worthy of protection or which is marked as confidential; this may also be information which becomes known to

during an oral presentation or discussion. The term Confidential Information also includes

the tender documents, plans, technical requirements and documentation,

Contractor's software, both in binary and source code format, and the technology underlying Contractor's software or hardware, all ideas, algorithms and information contained or implemented in Contractor's software or hardware, including, without limitation, design techniques and all related trade secrets;

Product plans, designs, prices, marketing plans, personnel data, research data, unpublished financial data, developments or know-how of both contractual partners;

any information identified as confidential by the party disclosing it or, to the extent disclosed orally, identified as confidential at the time of disclosure and summarized in text form and identified as confidential to the other party within thirty (30) days.

The term Confidential Information, on the other hand, does not include information that

becomes generally known or accessible through publication, commercial use or otherwise through no fault of the recipient;

are already known to the recipient at the time of their disclosure without breach of a confidentiality obligation or have already been put into physical form by the recipient;

developed by the recipient without the use of Confidential Information of the other party and independently of it;

lawfully acquired by the recipient from a third party authorized to disseminate the information in question; or

have been approved in text form by the contracting party disclosing them for publication or other dissemination.

15.2. Confidential information may only be used for the purpose of fulfilling contractual obligations.

15.3. Such information may only be disclosed to persons who are not involved in the conclusion, performance or settlement of the contract with the consent in text form of the respective other contracting party. Unless otherwise agreed, this obligation shall end five years after the respective information has become known, but in the case of continuing obligations not before 2 years after their termination.

15.4. The contractual partners shall also impose these obligations on their employees and any third parties engaged.

16. Partnership behavior

16.1. Good conduct

The parties commit themselves to mutual respect, good conduct and loyalty. In particular, the parties shall not make any negative public statements about the other party, including its products, events and/or services. The parties are required to take into account interests of the other party that are worthy of protection. These obligations shall also apply after termination of the contract.

17. Contractual notices, text form

Unless otherwise agreed, contractual notices and declarations must be in text form as a minimum. If written form is agreed (e.g. for notices of termination, withdrawal), text form shall not suffice.

18. Import and export regulations

The Customer shall observe any import and export regulations applicable to the deliveries or services on its own responsibility, in particular those of the USA. In the case of cross-border deliveries or services, the Customer shall bear any customs duties, fees and other charges. The Customer shall handle legal or official procedures in connection with cross-border deliveries or services on its own responsibility, unless otherwise expressly agreed.

19. Applicable law, place of jurisdiction

19.1. The law of the Federal Republic of Germany shall apply to the exclusion of the provisions on private international law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

19.2. The place of jurisdiction shall be the registered office of the Contractor. The Contractor may also sue the Client at the latter's registered office.

20. Definitions

Provisions	Provisions are components outside the system environment* that the Customer makes available for integration*.
Operational readiness	The system or the partial delivery* shall be available to the Customer in accordance with the contract. Within the scope of system services, operational readiness refers only to the agreed system components* if the system service is not agreed for the entire system.
Customizing	Adaptation of system components* to the agreed requirements for system delivery* or maintenance of operational readiness* (e.g. configuration of system components* to bring about operational readiness*).
Integration	Integration of system components* into the agreed system environment* or of system components* and provisions* among each other.
Delivery	Generic term of system delivery* and partial delivery*.
Service charges	Expenses of the Contractor that are necessary for the performance of the service but are neither travel expenses nor material costs
Patch	Elimination of a defect and/or malfunction in the standard software* without intervention in the source code*.
Program statuses	Generic term for patch*, update*, upgrade* and release/version*.
Remote access	Remote access via intranet or internet to the system and the data generated by the system
Source code	Code of a program in the version of the programming language.
Response time	Period of time within which the Contractor must start the fault or defect rectification work. The period begins with the receipt of the fault or defect report within the agreed service times and runs during the agreed service times.
Release/Version	New development stage of a standard software* that differs significantly from the previous release* or version* in the range of functions and/or data (e.g. 4.5.7., 5.0.0)
Standard software	Software programs, program modules, tools, etc., developed for the needs of a majority of customers on the market and not specifically developed by the Contractor for the Customer, including the associated documentation.
System component	part of the system, e.g. hardware or standard software*. This also includes new program versions* provided on the basis of the contract.
System delivery	Services of the Contractor pursuant to Clause 9.
System environment	Technical, spatial and functional organizational environment into which the system to be delivered is to be integrated.
Property rights	Industrial property rights, copyrights and related rights.
Partial delivery	Delivery of a part of the system.
Teleservice	Services using technical equipment for remote communication from a location outside the system's place of operation.
Bypass, bypass solution	Temporary bridging of a defect and/or malfunction in the standard software*.
Update	Bundling of multiple defect corrections and/or malfunction corrections as well as minor functional improvements and/or adjustments to the standard software* (e.g. 4.1.3, 4.1.4), if applicable.
Upgrade	Bundling of multiple defect corrections and/or malfunction corrections and more than minor functional improvements and/or adjustments to the standard software* (e.g. 4.1, 4.2).
Version/Release	see release/version*.