GENERAL TERMS AND CONDITIONS OF ECHO PRM GMBH
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This document has been translated automatically from German into English. In the event of any discrepancies between the German and English versions of the Offers or these General Terms and Conditions, the German version shall prevail.

ECHO PRM GmbH (hereinafter referred to as "Provider") provides SaaS services to the Customer via the medium of the Internet for the software specified in the order confirmation (hereinafter referred to as "Software"). With the help of the Software solution, customers can provide external third parties with a browser-based interaction platform for products manufactured by the customer and design and evaluate the content in this platform themselves within the scope of the range of services offered by ECHO PRM GmbH.

1. SCOPE OF THESE TERMS AND CONDITIONS
1.1 All contractual services of the Provider shall be provided on the basis of the following General Terms and Conditions (GTC). These contractual terms and conditions apply exclusively. Deviating terms and conditions of the Customer shall not apply if and to the extent that the Provider does not expressly acknowledge them in writing. In particular, silence regarding such deviating terms and conditions does not constitute acknowledgement or consent, even in the case of future contracts. Counter-confirmations of the customer with reference to his own terms and conditions are expressly contradicted.
1.2 The following GTC regulate in particular the contractual relationship as well as the use of the software between the customer and the provider.
1.3 The customer must contractually obligate persons to whom he provides access to the backend to comply with the following conditions. The customer may not grant these persons any further rights. If the persons to whom the customer provides access to the backend violate the following conditions, the customer shall be liable for this. If the following conditions change, the customer must pass on these changes contractually.

2. DEFINITIONS
2.1 Customers" are registered users of the software with unrestricted legal capacity who create, publish and evaluate content via the customer backend. Customers may be municipal administrative bodies, legal entities under public and private law or other companies as defined by § 14 BGB (German Civil Code).
2.2 Customer Backend" means the online platform that can only be used by registered customers and Backend Users. Each Customer Backend is uniquely assigned to a Customer and may only be used by the Customer itself or by Backend Users authorized by it.
2.3 Backend Users" are registered users of the Software with unlimited legal capacity who have been authorized by the Customer and act on behalf of a Customer. Backend Users can create, publish and evaluate content in the Customer Backend on behalf of the Customer.
2.4 "Web app" refers to the browser-based interface in which web app users interact with content provided by the customer in its customer backend.
2.5 Web App Users" means non-registered external users of the Software who use the ECHO PRM Web App. External Users are all users other than the Customer, the Backend User or such persons who process the Data under the direct responsibility of the Customer or the Backend User, the latter being such persons who are subordinate to the Customer or the Backend User.
2.6 ECHO ID" refers to an alphanumeric key generated by the software and assigned by the customer to a specific, individual product. The ECHO ID establishes a relationship between a product and the customer.
2.7 The "ECHO Code" is a QR code that allows web app users to access the web app by scanning the code. The ECHO Code is linked to a customer's product by the ECHO ID it contains.

3. OFFER, CONTRACT LANGUAGE
3.1 Any person may submit an application for use of the Software by telephone, orally, in writing or in text form. The Provider shall then send the interested party an offer to use the Software.
3.2 All offers (cost estimates) are subject to change and non-binding, unless they are expressly marked as binding. Insofar as offers are marked as binding, this shall apply for a period of 8 weeks from the date of the offer; the date of receipt of the declaration by the Provider shall be

decisive for the date of acceptance. The contract is concluded only by confirmation of the order in text form by the Provider, unless the offer was already expressly marked as binding. With the agreement of the customer to the non-binding offer or with the acceptance of an exceptionally binding offer, the customer also agrees to these general terms and conditions.

3.3 The customer will then receive a confirmation email about the concluded contract. These GTC can be viewed and printed out by the customer at any time in his customer backend.

3.4 The Provider reserves the right to reject applications according to clause 3.1 or to reject approvals of the Customer to a non-binding offer according to clause 3.2.

3.5 Information on the object of performance (e.g. dimensions, utility values, technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions or identifications of the performance. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements are permissible insofar as they do not impair the usability for the contractually intended purpose. Other conditions apply if and to the extent that the Provider has assumed an express guarantee. A guarantee shall only be deemed to have been assumed if the Provider has designated a property and/or a performance outcome as "legally guaranteed" in writing.

4. Contractual languages are German and English. In the event of any discrepancies between the German and English versions of the Offers or these General Terms and Conditions, the German version shall prevail.

4.1 **The offer of this contract is exclusively directed to entrepreneurs according to § 14 Abs. 1 BGB.**

5. REGISTRATION AND RESPONSIBILITIES

5.1 Customer registration

5.1.1   Together with the acceptance of the offer, the customer shall name a person who shall receive admin rights for the customer backend by providing the customer with a personalized e-mail address.

5.1.2   After the order confirmation has been sent, the person named by the customer in accordance with Section 5.1.1 shall receive an e-mail with unique access data. He can use this to log into the customer backend.

5.1.3   The customer is not allowed to use a non-personalized company mail address or a generally accessible mail address.

5.1.4   In all other respects, the obligations of the customer set out in Clause 8 shall apply.

5.2 Registration of the backend user

5.2.1 The Customer or the person named in Section 5.1.1 is entitled to authorize other persons to use the Customer Backend (so-called Backend Users). Backend Users act with effect for and against the Customer, within the scope of obligations of the Customer and exclusively for this one Customer.

5.2.2 When setting up access to the customer backend for backend users, the software automatically sends an e-mail to the e-mail address of the backend user entered by the customer. The Backend User must confirm the link contained in the e-mail and initially enter an access password there. The registration of the backend user is completed with this.

5.2.3 The Customer shall use a personal email address for the Backend User setup. The customer is not allowed to use a non-personalized company mail address or a generally accessible mail address.

5.2.4 The customer can not only grant backend users access, but also revoke it by revoking the authorization in the customer backend.

5.2.5 The Customer shall contractually ensure with the Backend User that the Backend User also implements the Customer's obligations set forth in Section 8. If the Backend User violates the obligations, the Customer shall be responsible for this.

5.2.6 In the event of indications of unauthorized access by the Backend User or its access, the Customer shall be obliged to block this access immediately via the Customer Backend and to notify the Provider thereof in accordance with Section 8.8.

5.3 Web app user registration

The web app user gains access to the web app by scanning the ECHO code located on their product using a QR code scanner.

6. CONTRACTUAL PERFORMANCE

6.1 GENERAL

6.1.1 The subject matter of the contract is the provision of the Provider's software for use via the Internet in the form of a software-as-a-service application, subject to a charge.

6.1.2 Optionally, the customer can order the following additional services:
  (a) Provision of additional modules for which a fee is charged
  (b) Granting of storage space on the provider's servers.
  (c) The backup of the data stored on the server as well as the maintenance of the software mentioned in section 6.1.1, cf. section 6.5 and section 6.6
  (d) The purchase of ECHO codes as well as the ECHO IDs required for the software (code sticker + ID key).
  (e) Consulting services related to client backend setup, content creation and analysis of collected data.

6.1.3 If the offer includes several services, the services shall be deemed to be individual services. This shall also apply if a total price has been agreed for the services.

6.1.4 The Provider is permitted to involve subcontractors when granting storage space. The use of subcontractors does not release the Provider from its sole obligation to the Customer to fulfill the contract in full.

6.1.5 The Provider is permitted to change the Customer Backend at any time in a manner reasonable to the Customer and the Web App User for the purpose of further development and qualitative improvement.

6.1.6 Insofar as this is part of the contract, the Provider is entitled in the name of, on behalf of, and for the account of the Customer to order the third-party modules (e.g. payment service providers, channel managers, etc.) required to fulfill the order. The Customer grants the Provider a corresponding power of attorney for this purpose upon conclusion of the contract. The Provider does not guarantee the availability of the desired third-party modules. All rights acquired to the third-party modules belong to the customer. If, in individual cases, contracts for third-party modules are concluded in the name of and for the account of the Provider, the Customer undertakes to indemnify the Provider internally against all liabilities arising from the conclusion of the contract. This includes in particular the assumption of costs.

6.2 SOFTWARE LEASING

6.2.1 The Provider shall make the Software available to the Customer in the respective current version to the agreed extent via the Internet against payment for the duration of this Agreement. For this purpose, the Provider shall set up the Software on a server that is accessible to the Customer via the Internet. The customer is responsible for the access to the Internet. The software remains on the server of the Provider. The Provider does not owe the establishment and maintenance of the data connection between the Customer's IT system and the transfer point operated by the Provider. The customer is responsible for the hardware, software and technical infrastructure used by the customer, unless otherwise agreed.

6.2.2 The respective current functional scope of the software and the activated modules as well as the number of ECHO codes/IDs results from the order confirmation.

6.3 RIGHTS TO USE THE SOFTWARE

6.3.1 The software is provided for a limited period of time, not sold. The Provider grants the Customer the non-exclusive and non-transferable right, limited in time to the duration of the Agreement, to use the software designated in this Agreement for the duration of the Agreement within the framework of the SaaS services in the course of business operations under the following conditions.

6.3.2 "Use" for the purposes of this Agreement means any temporary whole or partial reproduction (copying) by loading, displaying, running, transferring to memory or storing of the Application Software for the purpose of its execution. Use also includes the execution of the aforementioned actions for the purpose of observing, examining or testing the programs provided. This does not include the (temporary) installation or storage of the software on data carriers (such as hard disks) of the hardware used by the customer.

6.3.3 This does not include the right to modify, edit, redesign, supplement, extend, disassemble and reassemble the software, decompile it and/or have third parties do this and then use it; modification of the application software and incorrect corrections are not permitted. It is prohibited to subject the software to reverse engineering.

6.3.4 The customer may not sell, give away or lend the software to third parties, nor may he sublet or lease it.

6.3.5 As an exception to Clause 6.3.1, the Customer is authorized to make the Software accessible to back-end users (cf. Clause 2.3).

6.3.6 Each ECHO Code can only be used once for a specific product. Uses for other products, other third parties or multiple uses are not permitted.

6.4 PROTECTION OF THE LICENSED MATERIAL

6.4.1 Notwithstanding the rights of use granted pursuant to Section 6.3, the Provider shall retain all rights to the Software.

6.4.2 The customer undertakes to retain unchanged the protective notes preserved in the license material, such as copyright notes and other reservations of rights, and to include them in unchanged form in all complete or partial copies of the license material made by the customer. The customer undertakes not to remove or circumvent any existing protective mechanisms of the software against unauthorized use, unless this is necessary to achieve trouble-free program use.

6.5 GRANTING OF STORAGE SPACE

6.5.1 The Provider shall provide the Customer with storage space on a server for storing its data. If the storage space is not sufficient, the customer can expand the storage space at the provider against payment, subject to availability.

6.5.2 The Provider shall ensure that the stored data can be accessed via the Internet within the scope of the agreed service.

6.5.3 The Provider is obliged to take appropriate precautions against data loss and to prevent unauthorized access to the Customer's data by third parties. For this purpose, the Provider shall perform data backups, check the Customer's data for viruses and install firewalls according to the state of the art.

6.5.4 In any case, the customer remains the sole owner of the data. The customer is responsible for compliance with the retention periods under commercial and tax law.

6.5.5 The customer has the possibility to backup and export his data at any time. In case of termination of the contract, the customer has to perform the export before the termination date.

6.5.6 The Provider will delete the Customer data held by it 4 weeks after termination of the contract, unless the Customer informs it within this period that the data handed over to it is unreadable or incomplete.

6.6 CARE SERVICES

6.6.1 The Provider shall provide maintenance of the software for the Customer by offering the Customer those new program versions (e.g. updates) of the contractual software that are released during the term of the contract;

6.6.2 Excluded from the maintenance service are installation, instruction, training, individual adaptation of the software or other services; this also applies to repairs or increased expenditure for the maintenance of the software which were necessary due to use contrary to the contract, use in an environment other than the agreed application environment, improper use, external influence, force majeure or similar circumstances, work on the software which the Customer has changed contrary to the contract or which was technically maintained by others than the Provider without the prior written consent of the Provider in each case.

6.6.3 Updates, upgrades, new releases and/or other modifications according to 6.6.1 are primarily carried out in the period between 8:00 pm and 6:00 am.

6.6.4 The customer has no claim to specific improvements (insofar as this is not a defect) or a specific chronological sequence of measures or a regularity of measures. In particular, the customer has no claim to further developments with additional functions.

6.7 AVAILABILITY

6.7.1 The availability of the respective agreed services pursuant to Sections 6.1.1 and 6.1.2 a) to c) of this Agreement shall be 99.0% on an annual average including maintenance work, however, the availability shall not be impaired or interrupted for more than two calendar days in succession, unless a higher availability has been agreed in deviation therefrom.

6.7.2 When calculating actual availabilities, downtimes not attributable to the Provider shall be considered available times. These harmless downtimes are

    a) maintenance or other services agreed upon with the Customer, due to which access to the Software is not possible; the Provider is entitled to perform maintenance work for a total of 20 hours/month. The maintenance work is generally announced with reasonable advance notice so that it is foreseeable.

    b) maintenance work that becomes necessary unexpectedly, if this work was not caused by a breach of the Provider's obligations to provide the Services (force majeure, in particular unforeseeable hardware failures, strikes, natural events, etc.);

c) downtimes due to virus or hacker attacks, insofar as the Provider has taken the agreed protective measures or, in the absence of an agreement, the usual protective measures;
d) Downtimes due to specifications of the customer, due to unavailability of the customer's equipment or due to other interruptions caused by the customer (e.g. failure of the customer to cooperate);
e) Downtime extensions caused due to blocking of console or remote access by the customer;
f) Downtime due to software vendor specifications;
g) Downtime for applying urgently needed security patches;
h) Downtime due to the import of updates, upgrades, releases or other modifications on the part of the provider
i) Downtime due to software errors in customer applications or due to errors in system and system-related software triggered by customer applications or data;
j) Downtime caused by third parties (persons not attributable to the Provider).

6.7.3 A claim for restoration of the usability of the software does not exist, as far as the agreed availability is guaranteed.

6.7.4 If the Provider falls short of the agreed availability, the Customer shall receive a pro rata refund of the remuneration for the month in which the shortfall in availability occurred.

7. PERFORMANCE TIME

Failure to meet the set deadlines is harmless to the Provider if and to the extent that the delay is due to the Customer's breach of duties or obligations or changes. The Provider shall endeavor to comply with the agreed performance times despite the delay, insofar as this is reasonable for the Provider. Any additional costs incurred in this regard shall be borne by the Customer.

8. OBLIGATIONS OF THE CUSTOMER

8.1 The contractual use of the Provider's services is dependent on the hardware and software used by the Customer, including workstations, routers, data communication devices, etc., complying with the technical system specifications pursuant to **Annex 1** and the users authorized by the Customer to use the software being familiar with the operation of the software. Insofar as the installation of third-party software/applications is required for the use of the Software (e.g. Chrome), the Customer shall install such software/applications; the same shall apply to subsequent updates of the respective third-party software/application. In all other respects, the Customer shall only use hardware and software for the use of the Provider's services that complies with the minimum requirements specified in **Annex 1.** The configuration of its IT system shall be the responsibility of the Customer. If the minimum requirements are not met, the obligation for liability for defects shall not apply, if applicable.

8.2 The Customer grants the Provider the right to reproduce the data to be stored by the Provider for the Customer for the purposes of the execution of the contract, insofar as this is necessary for the provision of the services owed under this contract. The Provider is also entitled to keep the data in a failover system and to make changes to the structure of the data or the data format in order to eliminate malfunctions and to defend against attacks or for the purpose of preventing misuse.

8.3 The customer undertakes not to store on the storage space provided any illegal content that violates the law, official requirements or the rights of third parties. In this regard, the following regulations shall apply in particular:

(a) The customer shall comply with the complete and correct application of the applicable rules, instructions and regulations to ensure data protection and data security. In particular, the customer shall keep all legally required legal information (imprint, GTC, etc.), notices (data protection notices, etc.), instructions and labels in the correspondingly marked area of the customer backend ready and up-to-date at all times.

(b) The customer is responsible for the compliance with the protection of minors of the content posted by him.

(c) The server must be used in a responsible and lawful manner. In particular, the customer shall refrain from,
- to distribute, reproduce, make publicly accessible or otherwise use content that is subject to copyright, trademark rights or other property rights. If the Customer nevertheless provides content in the Customer Backend, it shall ensure that it holds all the necessary content-related, spatial and temporal rights that it requires for the provision.
- retrieve or disseminate content that violates data protection, personal rights or criminal law provisions,
- disseminate or retrieve insulting, defamatory, anti-constitutional, racist or pornographic statements or images, as well as cult propaganda or membership advertising.

- send mass mailings via e-mail without having legally valid consent from the e-mail recipients to do so.

8.4 The customer is obliged to prevent unauthorized access by third parties to the protected areas of the software by taking appropriate precautions. For this purpose, the Customer shall, to the extent necessary, instruct its employees to comply with copyright and data protection law.

8.5 Without prejudice to the Provider's obligation to back up data, the Customer itself is responsible for entering and maintaining its data and information required to use the SaaS Services.

8.6 Furthermore, the customer shall ensure that programs, scripts or similar installed by him do not endanger the operation of the server or the communication network or the security and integrity of other data stored on the servers. In particular, the customer is obligated to check his data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose. If this endangers or impairs the server operation or the communication network or the security and integrity of other data stored on the servers, the Provider may deactivate or uninstall these programs, scripts, etc.. If necessary, the Provider is also entitled to interrupt the connection of the content stored on the server to the Internet. The Provider shall inform the Customer about this measure without delay.

8.7 The Customer shall generate a password itself for access to the use of the SaaS Services, which is required for further use of the SaaS Services. The customer is obligated to keep the password secret and not to make it accessible to third parties; in particular, the customer is obligated to protect the access data from unauthorized access by third parties and to change it at regular intervals for security purposes. Digitally, the customer may only store the user name and password in encrypted form. In the event of repeated incorrect entry of the access data, access may be blocked for the protection of the customer. If the customer is responsible for the blocking, he is liable for the costs and expenses of the provider incurred by the activation according to the time spent.

8.8 All security-relevant events (such as loss or use of data and programs, suspicion of misuse of one's own user ID, etc.) must be reported to the provider immediately and as precisely as possible. Own attempts of clarification are to be refrained from, so that possibly valuable hints and traces are neither covered nor lost. If the customer does not notify the provider immediately, he is obliged to compensate the provider for the resulting damage.

8.9 Customer data: The Provider, as a technical service provider, stores content and data for the Customer that the Customer enters and stores and makes available for retrieval when using the Software. The customer remains the sole controller of the data. In this respect, the provider is only an order processor. The contents stored by the Customer on the storage space intended for him may be protected by copyright, tax and data protection laws. The Customer hereby grants the Provider the right to make the contents stored on the server accessible to the Customer when the Customer makes queries via the Internet and, in particular, to reproduce and transmit them for this purpose and to be able to reproduce them for the purpose of data backup. The customer is solely responsible for all content used and data processed, as well as for any legal positions required for this purpose. The Provider does not take note of any contents of the Customer and does not check the contents used by the Customer with the software as a matter of principle.

8.10 The customer's personal master data and, to the extent agreed, his payment data must always be kept up to date by him. The Provider must be informed immediately of any changes.

8.11 If there is a reasonable suspicion of a violation of the aforementioned regulations, the Provider is entitled to immediately block access to the server. If the suspicion is confirmed and the violation is based on a fault of the customer, the provider is entitled to terminate the contract without notice and to remove all content on the server immediately. A justified suspicion for an illegality and/or a violation of the law exists in particular if courts, authorities and/or other third parties inform the Provider thereof. The Provider shall immediately notify the Customer of the block and the reason for it. The block is to be lifted as soon as the suspicion is invalidated. Furthermore, in the event of a violation or the occurrence of security-relevant events, access to the server shall be temporarily blocked until the event has been resolved or until the Customer's access authorization has been proven.

8.12 If a claim is made against the Provider due to an infringement of property rights committed by the Customer, an infringement of provisions under data protection law or personal rights, or due to the infringement of other rights caused by the Customer's violation of the aforementioned provisions as well as the law, the Provider shall be exempted from liability for claims for expenses and damages in this respect by the Customer upon first request. Furthermore, he has to compensate all defense costs incurred by the Provider and - if incurred - the damage caused. The obligation to indemnify includes all expenses necessarily incurred by the Provider as a result of or in connection with the claim (in particular court and attorney's fees), unless the Customer can prove that he is not responsible for the breach of duty underlying the property right infringement. In

the event that services of the Provider are used by unauthorized third parties using the Customer's access data, the Customer shall be liable for any fees incurred as a result within the scope of civil liability until receipt of the notification of the infringement or the notification of the loss or theft, provided that the Customer is at fault for the access of the unauthorized third party.

9. COMPENSATION

9.1 The Customer undertakes to pay the Provider the agreed fee plus statutory VAT. All prices are quoted in Euro.

9.2 The amount of remuneration is based on the order confirmation and the invoice based on it.

9.3 Payment shall generally be made via invoice. The Provider is entitled to send the invoice to the Customer as an electronic invoice in accordance with § 14 Para. 1, S. 7, 8 UStG as an e-mail.

9.4 The Provider is entitled to demand advance payment, after which a partial amount is due upon placement of the order. The amount of the advance payment results from the order confirmation. The Provider is entitled to start the service only after the advance payment in the agreed amount has been made by the Customer.

9.5 In the case of transfers from abroad, the customer shall always bear the bank charges incurred.

9.6 Invoice amounts are due immediately and payable within 14 days without any deduction, unless otherwise agreed in writing. The date of receipt by the Provider shall be decisive for the date of payment. If the Customer fails to make payment when due, interest shall be charged on the outstanding amounts from the due date at the statutory default interest rate; the right to claim higher interest and further damages in the event of default shall remain unaffected. Furthermore, the Provider shall be entitled to a flat-rate default fee of 40.00 euros.

9.7 Offsetting with counterclaims of the contractual partner shall only be permissible insofar as the counterclaims are undisputed or have been legally established. The contractual partner is only authorized to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

9.8 Objections to the billing of the services provided by the Provider must be raised by the Customer in writing to the office indicated on the invoice within a period of eight weeks after receipt of the invoice. After the expiry of the aforementioned period, the invoice shall be deemed to have been approved by the Customer. The Provider shall specifically draw the Customer's attention to the significance of his actions when sending the invoice.

9.9 If the Customer delays the payment of a due remuneration by more than four weeks, the Provider is entitled to temporarily block the functionality of the software after prior reminder with setting of a deadline and expiry of the deadline. The temporary blocking does not cancel the Provider's claim to remuneration. Access to the software will be reactivated immediately after payment of the arrears.

9.10 In the case of permanent contractual relationships, the Provider shall be entitled to adjust the fees to be paid on the basis of this Agreement at its reasonable discretion to the development of the costs that are decisive for the price calculation. A price increase shall be considered and a price reduction shall be made if, for example, the costs for the procurement of hardware and software as well as energy, the use of communication networks or the wage costs increase or decrease or other changes in the economic or legal framework conditions lead to a changed cost situation. Increases in one type of cost, e.g., labor costs, may only be used to increase prices to the extent that they are not offset by any decreases in other areas, such as hardware and software costs. In the event of cost reductions, e.g. in hardware costs, the Provider may reduce prices to the extent that such cost reductions are not fully or partially offset by increases in other areas. In exercising its reasonable discretion, the Provider shall choose the respective points in time of a price change in such a way that cost reductions are not taken into account according to standards that are less favorable for the Customer than cost increases, i.e. cost reductions shall have at least the same effect on prices as cost increases. The Provider shall inform the Customer of changes in text form no later than six weeks before the changes come into effect.

10. TERM AND TERMINATION

10.1 The contract is concluded in each case for the duration of a minimum term, the duration of which is specified in the order confirmation. The contract may be terminated by either party with 1 week's notice to the end of the respective minimum term. Details on the respective termination dates of the chargeable services can be seen in the customer backend. If the contract is not terminated, it shall be automatically extended by the agreed minimum term.

10.2 The contractual relationship begins with the provision of the software to the customer.

10.3 The right of each contracting party to terminate the contract without notice for good cause remains unaffected. The Provider shall be entitled to terminate without notice in particular if

a) the customer fails to make due payments despite a reminder and the setting of a grace period, or

b) if the customer violates the contractual provisions on the use of the SaaS services

c) if insolvency proceedings have been applied for or opened over the assets of the customer's company or over the assets of the customer.

d) there are reasons which actually make the performance impossible (in particular due to force majeure).

e) the customer violates the obligations arising from the contract, in particular, despite two reminders, violates obligations to cooperate,

10.4 In any case, termination without notice requires that the other party is warned in writing and requested to eliminate the alleged reason for termination without notice within a reasonable period of time.

10.5 If, in the event of termination without notice, the Customer is responsible for the reason for termination, the Customer shall be obligated to pay the Provider the agreed remuneration less expenses saved by the Provider until the date on which the contract would end at the earliest in the event of ordinary termination.

10.6 Any declaration of termination must be in text form to be effective. Insofar as the Provider provides buttons in the Customer Backend via which the services can be terminated, the termination shall be effected by pressing the button; in this context, pressing the button shall constitute the declaration of termination.

11. HIGHER FORCE

11.1 The Provider shall not be liable for impossibility of performance or delays in performance insofar as these are caused by

a) Force majeure (e.g. civil unrest, acts of terrorism, strikes/lockouts, natural disasters, acts of war, difficulties in procuring materials, local power failures, accidents, difficulties in obtaining any necessary official permits, pandemics)

b) viruses or other attacks by third parties on the IT system occur, although the Provider has taken state-of-the-art protective measures, or

c) obstacles due to German, US-American or other applicable national, EU or international regulations of foreign trade law or due to other circumstances for which the Provider is not responsible.

11.2 In the event of unavailability of the ordered service due to the aforementioned events of section 11.1, for which the Provider is not responsible, the Customer will be informed immediately about the lack of service possibility. If such events make it impossible for the Provider to perform and the impediment is not only of temporary duration, the Provider is entitled to withdraw from the contract, unless the Provider has assumed the procurement risk. In the case of hindrances of temporary duration, the performance deadlines are extended or postponed by the period of the hindrance plus a reasonable start-up period.

11.3 If a performance date has been agreed as binding and if, due to events pursuant to Section 11.1, the agreed performance date is exceeded by more than four weeks or if, in the case of a non-binding performance date, adherence to the contract is objectively unreasonable for the Customer, the Customer shall be entitled to withdraw from the contract due to the part not yet performed. In the event of withdrawal by the Customer and/or by the Provider, the service already provided shall be reimbursed without delay. Further claims of the customer, in particular claims for damages, do not exist in this case.

11.4 If the Provider is in default with a service or if a service becomes impossible, regardless of the reason, the Provider's liability for damages is limited in accordance with Section 13 of these General Terms and Conditions.

12. COURTESY RIGHTS

12.1 The Provider warrants the services offered and described by it in accordance with the applicable statutory provisions. The Provider does not warrant that the software corresponds to the interests or operational characteristics of the Customer, unless there is a corresponding consulting or other fault on the part of the Provider or a guarantee of quality has been agreed.

12.2 Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability or in the case of only insignificant impairment of usability. With regard to the software, a defect shall be deemed to exist if the software does not fulfill the functions specified in the service description, delivers faulty results or does not function properly in any other way, so that the use of the application software is

impossible or restricted; in this case, the Provider shall immediately eliminate all software defects in accordance with the technical possibilities.

12.3 The foregoing shall not apply in the event of intentional, grossly negligent or fraudulent conduct on the part of the Provider, in the event of injury to life, limb or health or the assumption of a guarantee of freedom from defects, or a procurement risk pursuant to Section 276 of the German Civil Code (BGB) or other legally binding liability facts.

12.4 Defects shall be remedied within the Provider's business hours (Monday to Friday 08:00 to 18:00) by means of rectification free of charge. The Provider shall be entitled to a reasonable period of time for this purpose.

12.5 The Customer shall have no claim for defects if the Software does not function properly because the Customer uses it under conditions of use that have not been agreed upon or in a system environment that has not been agreed upon or otherwise in violation of this Agreement or has modified it adversely itself or through third parties. In particular, the Provider does not assume any warranty according to §§ 478, 479 BGB (recourse in the supply chain - supplier recourse) if the Customer has processed or processed or otherwise modified the products or service results provided under the contract, insofar as this does not correspond to the contractually agreed intended purpose of the products.

12.6 The customer is obliged to report any defects in a comprehensible and detailed manner. In particular, the customer shall state the work steps that led to the occurrence of the defect, the mode of appearance and the effects of the defect.

12.7 The Provider shall bear the expenses required for the purpose of testing and subsequent performance, in particular transport, travel, labor and material costs, if a defect actually exists. Otherwise, the Provider may demand reimbursement from the Customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular testing and transport costs, support costs), unless the lack of defectiveness was not apparent to the Customer. Furthermore, claims of the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, shall be excluded to the extent that the expenses increase because the subject matter of the performance was subsequently moved to a location other than the customer's branch office, unless such relocation was in accordance with its intended use. The support costs incurred shall be calculated on the basis of the hourly rates applicable at the time, or alternatively on the basis of the customary and reasonable costs for a support service.

12.8 The Customer is obligated to support the Provider to a reasonable extent in the elimination of defects.

12.9 In addition, the special provisions of Clause 13 of these General Terms and Conditions shall apply to the customer's claims for damages.

13. LIABILITY

13.1 The following exclusions and limitations of liability apply to the Provider's liability for damages, without prejudice to the other statutory requirements for claims.

13.2 The Provider shall be liable for damages without limitation to the extent that
    a) these are due to gross negligence or intent,
    b) the latter has assumed a guarantee for the quality of the service,
    c) these are to be replaced in accordance with the Product Liability Act,
    d) they affect life, limb or health, or
    e) these are based on a culpable breach of essential contractual obligations.

13.3 The liability for simple and gross negligence as well as for the violation of essential contractual obligations shall furthermore be limited to the foreseeable and contract-typical damage, the occurrence of which the customer had to expect at the time of the conclusion of the contract due to the circumstances known to him at that time and unless another of the exceptional cases listed in 13.2 applies at the same time.

13.4 The foreseeable damage typical for the contract shall amount to a maximum of 100% of the annual contract volume per contract year; the contract volume shall result from the remuneration to be paid by the customer for the calendar year for all services of the Provider). The aforementioned limitation of liability shall also apply to damages due to lost profits.

13.5 In all other respects, liability for damages of any kind, regardless of the basis of the claim, including liability for culpa in contrahendo, is excluded.

13.6 The strict liability of the Provider pursuant to Section 536a (1), 1st Alt. BGB for defects already existing at the time of conclusion of the contract is excluded.

13.7 The above exclusions and limitations of liability also apply to the benefit of employees, vicarious agents and other third parties used by the Provider to fulfill the contract.

13.8 The above provisions shall apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), irrespective of the legal grounds, in particular due to defects, breach of duties arising from the contractual obligation or tort. They also apply to the claim for compensation of futile expenses.

13.9 In the event that the Provider's software is accessed by unauthorized third parties using the Customer's or a backend user's access data, the Customer shall be liable for any fees and costs incurred as a result within the scope of civil liability until receipt of the Customer's order to change the access data or notification of the loss or theft, provided that the Customer is at fault for the access of the unauthorized third party. Furthermore, the Customer shall be liable for damages incurred by the Provider due to the Customer's misuse or illegal use of the software or the services offered or due to the Customer's breach of its obligations under this Agreement.

13.10 A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

14. SHORTENING OF THE LIMITATION PERIODS

14.1 The limitation period for claims and rights due to defects in the services, regardless of the legal grounds, shall be one year. However, this shall not apply in cases of §§ 438 para. 1 no. 1 BGB (defects of title in immovable property), § 479 para. 1 BGB (contractor's right of recourse) or § 634a para. 1 no. 2 BGB (buildings or work, the success of which consists in the provision of planning or supervision services therefor). The cases excluded in the preceding sentence 2 are subject to a limitation period of three years.

14.2 The limitation period under Clause 14.1 shall also apply to all claims for damages against the Provider in connection with the defect - irrespective of the legal basis of the claim.

14.3 However, the limitation periods pursuant to Clauses 14.1 and 14.2 shall apply subject to the following proviso:

    a) The limitation periods generally do not apply in the case of intent or fraudulent concealment of a defect or insofar as the Provider has assumed a guarantee for the quality of the subject matter of the contract.

    b) The limitation periods shall not apply to claims for damages based on a grossly negligent breach of duty or on a culpable breach of material contractual obligations - not consisting in the performance of a defective item or the provision of a defective work performance - as well as in cases of culpably caused injury to life, limb or health or in the case of claims under the Product Liability Act. The limitation periods for claims for damages shall also apply to the reimbursement of futile expenses.

14.4 The limitation period for all work performance claims begins with acceptance.

14.5 Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, suspension of the running of the limitation period, suspension and recommencement of periods shall remain unaffected.

14.6 The above provisions shall apply mutatis mutandis to claims for damages that are not related to a defect.

14.7 A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

15. DATA PROTECTION

15.1 The customer shall comply with the applicable data protection provisions when using the software. The customer is responsible for the data processed in the customer backend as the sole responsible party within the meaning of Art. 4 No. 7 DSGVO.

15.2 The parties agree that contractual provisions that meet the requirements of Art. 28 GDPR must be made.

16. TRANSFER OF RIGHTS AND OBLIGATIONS

The assignment of rights and obligations under this Agreement is permitted only with the prior written consent of the Provider. The Provider is entitled to entrust third parties with the fulfillment of the obligations under this Agreement.

17. REFERENCE

17.1 The Provider is entitled to use the Customer as a reference for its software, mentioning its company mark/name, company address, logo and web address, and to reproduce and distribute its possible evaluations about the software and the Provider, unless the Customer objects to this right. In doing so, the Provider is also entitled to briefly indicate the form of economic cooperation (Customer, Partner, etc.). The granting of rights as well as the consent refers in terms of content

for any commercial and non-commercial, editorial and non-editorial, digitized, electronic and printed use, in particular the reproduction, distribution, making available to the public, public reproduction, broadcasting, screening and advertising, both online (e.g. website, showreels) and in print products. This also applies to the use in social media presences. For these purposes, the Provider is also entitled to disclose the aforementioned data to third parties.

17.2 It is pointed out that the reference data mentioned in Section 17.1 (company name, company address and web URL) are usually factual and not personal data. The GDPR is therefore generally not applicable to this.

18. AMENDMENT OF THE TERMS OF THE CONTRACT

Unless otherwise specifically regulated, the Provider shall be entitled to amend or supplement these Terms and Conditions as follows: The Provider will announce the changes or amendments to the Customer in text form at least six weeks before they take effect. If the customer does not agree with the changes or additions to the contractual conditions, he can object to the changes with a notice period of two weeks at the time the changes or additions are intended to take effect. The objection must be in text form. If the Customer does not object, the changes or additions to the contractual terms and conditions shall be deemed to have been approved by the Customer. With the notification of the changes or additions to the contractual conditions, the Provider shall specifically draw the Customer's attention to the intended significance of his conduct.

19. APPLICABLE LAW, PLACE OF JURISDICTION

19.1 These Terms and Conditions and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), unless otherwise agreed individually. If foreign law is mandatory in individual cases, these terms and conditions shall be interpreted in such a way that the economic purpose pursued with them is safeguarded as far as possible.

19.2 The place of performance for all contractual obligations, with the exception of the case of the assumption of a debt to be discharged on delivery or otherwise agreed, shall be the Provider's place of business.

19.3 If the Customer is a merchant, a legal entity under public law or a special fund under public law, or if the Customer does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship shall be the Provider's place of business.

19.4 For the sake of clarity, the jurisdictional provisions of Clauses 19.2 and 19.3 above shall also apply to such circumstances between the Provider and the Customer that may lead to non-contractual claims within the meaning of Regulation (EC) No. 864/2007. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

20. OTHER

20.1 All agreements that contain an amendment, supplement or specification of this contract must be made in text form in order to be effective. This also applies to the amendment or cancellation of this text requirement.

20.2 Should any provision of this contract be or become invalid, this shall not affect the validity of the remainder of the contract. The invalid provision shall be deemed to be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply in the event of a gap in the contract.

APPENDICES

<u>Appendix 1: System specifications</u>
Browser: Google Chrome, Apple Safari, Microsoft Edge in current version
Certain browser settings (no blocking of Javascript) or firewall settings may prevent correct execution.
Cookies and Javascript must therefore be enabled.

The following prerequisite applies to the "Activate Code" function in the backend when using a mobile device:
- Camera and release the camera
- Support of the Stream API by the browser of the end device (see https://caniuse.com/stream)

The following prerequisite applies to the use of the web app on a mobile device: QR code readable application. (On many models, the standard camera app is capable of this; alternatively, a corresponding app must be installed).