

## Software maintenance agreement

Between

IT Kompetenz Gesellschaft für innovative Informationstechnologien mbH  
Flachsland 10  
22083 Hamburg

in the following „provider“

and

in the following „customer“

### **§1 Contract subject matter & contact person**

- (1) The maintenance covers only the software licenses (software) listed in the ANNEX “List of Maintenance Licenses”, regardless of the date of purchase. Software other than that listed there is excluded from maintenance.
- (2) Maintenance is provided for the currently published release of the software and the previous release of the current program version.
- (3) The customer shall designate a contact person and a designated representative. These individuals shall serve as the direct contact persons for the provider in all matters relating to the execution of the software maintenance agreement. The contact persons designated by the customer shall be listed in a separate contact form.

### **§2 Software maintenance & customer support**

- (1) All measures, regulations, rights, and obligations in connection with the maintenance of the software, such as the provision of updates and upgrades, are listed in the ANNEX “Maintenance of Software Licenses”. The latest version of this appendix is an integral part of the contract.
- (2) All measures, regulations, rights, and obligations in connection with the service level agreement to be guaranteed, in particular customer support, are listed in the ANNEX “Service Level Agreement.” This annex, in its most current version, is an integral part of the contract.
- (3) Changes to the measures, regulations, and obligations in connection with maintenance or the service level agreement may be made by the provider at any time. The provider shall inform the customer of any changes in writing.

### **§3 Prices & payment terms**

- (1) The provider charges a maintenance fee in the form of a semi-annual fixed rate for the services to be provided under the software maintenance agreement. The amount is based on the number of software licenses purchased. The number of licenses and the

associated maintenance fee can be found in the ANNEX “List of Maintenance Licenses.”

- (2) To account for rising wage costs in the IT sector, the service fee will be increased by 3% at the beginning of each calendar year.
- (3) Within the year, the provider is entitled to increase the usage fee, for the first time after twelve months following the conclusion of the contract, with three months' written notice to the end of the month at its reasonable discretion (§ 315 (3) BGB), if the respective scope of services of the individual software licenses increases significantly.
- (4) In cases of an increase in the maintenance fee of more than 10 percent per year, the customer has the right to terminate the contractual relationship within a period of six weeks after receipt of the notification of a price increase carried out in accordance with (1) point (3). Additional licenses purchased that increase the maintenance fee are not considered a price increase within the meaning of this paragraph.
- (5) Other services provided by the provider will be charged at an additional rate negotiated individually between the customer and the provider. The applicable hourly rate for additional services is listed in the respective individual offer and the resulting order confirmation.
- (6) The maintenance fee is payable in advance every six months by invoice from the provider. The fees for agreed individual services, which are based on the amount of work involved, are invoiced at the end of each calendar month.
- (7) Maintenance fees and charges are payable plus the statutory value added tax applicable on the due date.
- (8) Invoices are payable in full upon receipt in digital form. The claim is due 10 days after the invoice date. Default occurs if the claim is not settled after the invoice due date. In the event of late payment, the provider will charge the statutory default interest.
- (9) The customer may only offset claims that are undisputed or have been legally established. The customer is only entitled to assert a right of retention on the basis of counterclaims arising from the same contractual relationship.

#### **§4 Liability**

- (1) Liability is regulated in the General Terms and Conditions and extended in the software license terms and conditions and ANNEX “Maintenance of Software Licenses” of the provider.
- (2) If the provider is a contractual partner, liability under the Product Liability Act remains unaffected.
- (3) If the provider is a contractual partner, the provider's strict liability for damages (§ 536 a BGB) for defects existing at the time of conclusion of the contract is excluded. Points 1 and 2 remain unaffected.

#### **§5 Data protection**

The customer and provider shall comply with the data protection requirements under the GDPR. This applies if the provider is granted access to the customer's business or hardware and software. The customer and provider shall conclude a “data processing agreement (DPA) in accordance with Art. 28 GDPR” to ensure data protection. As the data controller under Art. 4 GDPR, the customer is responsible for concluding a DPA.

## **§6 Term & Termination**

- (1) If the provider has installed the contractual software at the customer's premises, the contract shall come into force upon signature by both contracting parties, but no earlier than upon installation.
- (2) If the customer or a third party commissioned by the customer has installed the contractual software, the contract shall come into force upon signature by both contracting parties, but no earlier than upon delivery of the contractual software to the customer.
- (3) Notwithstanding points 1 and 2, the contract shall come into effect no later than 9 months after the order confirmation (fixed date) if the delivery of the service is delayed beyond this period due to circumstances for which the customer is responsible. If the delay in the delivery of the service is due to circumstances for which only the provider, both parties, or neither party is responsible, the fixed date shall be postponed according to the period of the delay.
- (4) The contract shall run for at least 12 months from the date of entry into force and thereafter for an indefinite period. It may be terminated by either party in writing with three months' notice to the end of a calendar year after the minimum contract term has expired
- (5) Partial termination (reduction of the number of licenses rented) is not permitted before the end of the minimum contract term. Partial termination may be effected by either party with three months' notice to the end of a calendar year.
- (6) The right to extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist for the provider if the customer is more than 60 days in arrears with payment.
- (7) Termination must be made in writing.

## **§7 Non-disclosure**

- (1) The contracting parties undertake to treat all confidential information and trade secrets of the other contracting party obtained during the initiation and execution of the contract as confidential for an unlimited period of time and to use them only for the purposes of executing this contractual relationship. The provider's trade secrets also include the services provided under this contractual relationship.
- (2) The customer shall only make the services, employees, and other third parties accessible to the extent necessary for the exercise of the rights of use granted to it. It shall inform all persons to whom it grants access to contractual objects of the provider's rights and the obligation to maintain confidentiality.
- (3) Information and documents that are generally known and accessible at the time of disclosure, or that were already known to the receiving contractual partner at the time of disclosure, or that have been made available to them by third parties in a legitimate manner, are not covered by the confidentiality obligation.

**§8 Final provisions**

- (1) The exclusive place of jurisdiction for all disputes arising from and in connection with this contract is the registered office of the provider.
- (2) German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (3) The conclusion of the contract as well as subsequent amendments and additions to the contract must be made in writing to be effective. This also applies to any amendment of this clause. No verbal side agreements have been made. All declarations by the parties must be in writing to be valid.
- (4) Should individual provisions of this contract be or become wholly or partially legally invalid or unenforceable, this shall not affect the validity of the remaining provisions of this contract. The same applies if the contract contains a loophole.

Date of contract:

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**Signage provider**

Robert Wolf  
Executive Officer

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**Signage customer**

Annex:

- List of Maintenance Licenses
- Maintenance of Software Licenses
- Service Level Agreement
- Software license terms

**ANNEX**  
**Maintenance software licenses**  
As of: July | 2025

**§1 Software maintenance**

- (1) Within the scope of software maintenance associated with a software rental agreement and/or software maintenance agreement, the provider shall render the following services:
  - a) Provision of the latest release of the contractual software, including the application documentation (user manual) belonging to the programs, insofar as they have been generally released by the provider and are marked as such.
  - b) Review of fault reports in accordance with the services described in the ANNEX "Service Level Agreement" of the respective software rental agreement and/or software maintenance agreement.
  - c) Informing the customer about the current development of the contract software (release notes), whereby subsequent training, e.g. caused by personnel changes at the customer's site, is not included.
  - d) Providing remote data transmission support, including remote diagnosis (remote access). The customer must ensure that the technical requirements are met.
- (2) In addition, the provider shall provide hotline and email support in accordance with the services described in the ANNEX "Service Level Agreement" of the respective software rental agreement and/or software maintenance agreement.
- (3) The following services (non-exhaustive list) are expressly not covered by software maintenance. These require a separate order by the customer for a separate fee:
  - a) Elimination of malfunctions, damage, or errors caused by incorrect handling, e.g., as a result of failure to observe ALVARA installation guidelines, accidents, misuse, fire, power fluctuations or outages, lightning strikes, third-party interference, force majeure, etc.
  - b) Elimination of malfunctions or errors/defects resulting from the customer's failure to use the provider's updates or to use them regularly.
  - c) Services relating to the contract software with release statuses that have not been approved by the provider or are no longer maintained by the provider.
  - d) Troubleshooting on third-party products that were not supplied by the provider.
  - e) Extension of the scope of services of the underlying software licenses.
  - f) Installation of the contract software.

**§2 Customer's obligations to cooperate**

- (1) The customer shall immediately notify the provider of any errors that occur and shall support the provider in investigating and rectifying the errors within reasonable limits. This includes providing the provider with defect reports in text form upon request and providing other data and logs that are suitable for analyzing the error.

- (2) The customer shall grant the provider access to the data processing equipment on which the contractual software is installed. The customer shall provide the technical equipment necessary for the performance of maintenance work (power supply, telephone connection, and data transmission lines) to an appropriate extent free of charge.
- (3) The customer shall designate a competent employee to the provider who can provide the information necessary for the performance of the contract and make or initiate decisions himself.
- (4) The customer must meet the minimum system requirements. The currently valid system requirements are published together with the currently valid release.
- (5) The provider recommends installing releases and hotfixes on a dedicated test environment with a downstream test of the application.
- (6) The customer is prohibited from accessing the underlying database using third-party tools. The provider accepts no liability for any side effects that may occur.

### **§3 Warranty**

- (1) The provider shall remedy any defect in the maintenance services that the customer reports to the provider by mail or email with a detailed description of the specific defect and its effects within a reasonable period of time.
- (2) If an inspection by the provider reveals that the defect does not exist or that the cause of the defect lies outside the provider's sphere of influence and is not attributable to the provider, the customer shall bear the costs of the inspection.
- (3) If the provider fails to fulfill its obligation to remedy the defect or if this remains unsuccessful five times, the customer is entitled to terminate the software rental agreement and/or software maintenance agreement associated with the contractual software without notice. Such extraordinary termination is only possible in the event of a significant defect. The right to compensation remains unaffected.
- (4) Warranty claims shall become time-barred one year after the service has been provided. In the event of intent or gross negligence on the part of the provider, fraudulent concealment of the defect, personal injury, and guarantees, the statutory limitation periods shall apply, as shall claims under the Product Liability Act.
- (5) Liability for material defects and defects of title for the maintenance services provided shall lapse if the customer or third parties make changes to the contractual software without the prior express consent of the provider. This shall not apply if the customer demonstrates and proves that the defect is not attributable to the changes and that these did not make it more difficult to identify and remedy the defect.

### **§4 Liability**

- (1) In all cases of contractual and non-contractual liability, the provider shall only pay damages in accordance with the following limits:
  - a) Unlimited in cases of intent and gross negligence, as well as in cases of defects in quality for which the provider has assumed a guarantee.
  - b) in other cases, only for breach of a material contractual obligation if this jeopardizes the purpose of the contract, but always only to the amount of the foreseeable damage. Liability is limited to the amount of the annual maintenance fee or annual usage fee.

- (2) The limitations of liability pursuant to point 1 do not apply to liability for personal injury and liability under the Product Liability Act.
- (3) The provider owes the care customary in the industry. When determining whether the provider is at fault, it must be taken into account that software cannot be created without technical errors.
- (4) The provider is free to raise the defense of contributory negligence.
- (5) The customer is responsible for regularly backing up their data. In the event of data loss caused by the provider, the provider shall therefore only be liable for the restoration costs for the data that would have been lost even if the data had been properly backed up.

**ANNEX**  
**Service Level Agreement**  
As of: July | 2025

**Preamble**

This Service Level Agreement (SLA) describes the provider's response and intervention services regarding fault reports and software troubleshooting in accordance with the software rental agreement and/or software maintenance agreement.

**§1 Service levels**

- (1) The following service levels are provided based on the associated software rental agreement and/or software maintenance agreement:
- a) Hotline,
  - b) Documentation and recording of the fault report,
  - c) Response to fault report,
  - d) Measures for temporary fault rectification or mitigation of the fault and,
  - e) Measures for final fault rectification.

**§2 Hotline (+49 0341 989902-75) & E-Mail Support ([service@itkompetenz.com](mailto:service@itkompetenz.com))**

- (1) The hotline includes the provision of an email inbox, a service telephone number, and the availability of a provider employee to receive fault reports and support requests. If no employee is available to take calls, a voicemail box is available.
- (2) Hotline support services:
- a) Hotline availability: Monday to Friday between 8:00 a.m. and 5:00 p.m. (excluding national public holidays and public holidays in the Free and Hanseatic City of Hamburg)
  - b) Communication is in German
- (3) E-Mail Support services:
- a) Email availability: Monday to Friday between 8:00 a.m. and 5:00 p.m. (excluding national public holidays and public holidays in the Free and Hanseatic City of Hamburg)
  - b) Communication by email is in German and English.
- (4) In the event of a telephone or email enquiry, fault reports and support requests are recorded in a ticket system in accordance with §4. Where possible, the customer will receive initial assistance and advice on how to remedy or mitigate the reported fault.

### §3 Levels of urgency

- (1) The urgency level is “high”:
  - a) in the event of software failure or data loss, except where this is caused by improper use or failure/error of the system components operated by the customer.
- (2) The urgency level is “medium”:
  - a) in the event of missing or significantly restricted availability of individual automated interfaces relevant to booking without equivalent alternatives being available,
  - b) in the event of non-availability of the functions for executing payment transactions.
- (3) The urgency level is “low”:
  - a) in all cases of faults not mentioned in §3 points 1 and 2.

### §4 Documentation and recording

- (1) Fault reports are recorded in the provider's internal ticket system, specifying the type and scope of the reported faults. Further progress of the fault rectification is also recorded, showing the measures taken and the respective status of the fault rectification.
- (2) When receiving fault reports via hotline, the following information is recorded:
  - a) Name and company of the user (customer employee);
  - b) time of the call;
  - c) contact details of the user for feedback;
  - d) urgency assessment by the user.
- (3) The following information is recorded in the fault clearance status:
  - a) Person handling the fault report;
  - b) Details of the measures taken to temporarily and permanently rectify the fault, including the respective times;
  - c) Time and content of feedback from the provider or user.
- (4) Entries in the ticket system can be made available to the user upon request.
- (5) High- and medium-priority faults must be reported via hotline and followed up in writing.

### §5 Response to fault reports

- (1) The response to fault reports includes documentation in accordance with §4 and, if necessary, initial assistance and advice on remedying or mitigating the reported fault in accordance with §2 point 4, as well as initiating the necessary or appropriate measures to determine the cause of the fault and notifying the user.
- (2) The response is as follows:
  - a) for faults with a “high” urgency level, within one hour;
  - b) for faults with a ‘medium’ urgency level, within four hours;
  - c) for faults with a “low” urgency level, on the next working day.
- (3) The provider is entitled to change the urgency level of the fault at any time if the current fault description does not correspond to the relevant characteristics of the given level.

- (4) The response time begins when the fault report is completed within the scope of the availability agreed in §2. It is extended by the period during which the measures specified in §5 point 1 cannot be initiated or implemented due to a lack of cooperation on the part of the user or due to other circumstances within the user's sphere of influence.

## **§6 Temporary Fault Resolution and mitigation of the disruption**

- (1) Temporary fault resolution or mitigation includes measures to provide alternatives or limited functionality until final resolution. These include paper-based, fax, or email processes. No temporary measures are owed for Low urgency faults. If final resolution occurs within the timelines of §6.2, temporary measures are not owed even for High or Medium urgencies.
- (2) The times for temporary fault resolution and mitigation measures are as follows:
  - a) four days for faults classified as “high” urgency;
  - b) six days for faults classified as “medium” urgency
- (3) The times for these measures begin at the same time as the start of the response time in accordance with §5 point 4.

## **§7 Final Fault Resolution**

- (1) The final fault resolution includes those measures that are necessary or expedient to restore the functionality of the contractual software in accordance with the service description. Technical improvements, in particular the installation of a new release, are also considered measures of final troubleshooting.
- (2) The deadlines for final fault resolutions are as follows:
  - a) two weeks for faults classified as “high” urgency;
  - b) four weeks for faults classified as ‘medium’ urgency;
  - c) eight weeks for faults classified as “low” urgency.
- (3) The times for the measures to permanently remedy the fault begin at the same time as the start of the response time in accordance with §5 point 4.

## **§8 User obligations to cooperate**

- (1) The customer is obliged to protect their IT equipment and the components connected to it with the care of a prudent user of IT technology against data loss, viruses, Trojans, and other malicious programs by using standard virus protection programs that are up to date.
- (2) The customer is also obliged to protect the software from unauthorized access.
- (3) After a fault has been reported, the customer must have at least one employee who is familiar with and trained in the use of the contractual software available to respond to telephone and electronic feedback and queries from the provider. At the provider's request, additional employees must be made available if this appears necessary for the immediate, temporary, or permanent rectification of the fault. The customer must also ensure that the employees on standby comply with the provider's instructions.

**§9 Compensation for damages**

(1) If the provider fails to comply with the times specified in §5 to §7, the customer may claim fixed compensation. This consists of the right to reduce the fee in accordance with the following table for the month in which the fault was not rectified within the promised time or the response time was exceeded.

(2) <b>Level of urgency</b>	<b>Reduction in fee for failure to meet deadline</b>
High	100 %
Medium	50 %
Low	10 %

(3) This fixed compensation shall be sufficient to settle all claims arising from the breach of obligations by the provider under this Service Level Agreement.

## Software license terms and conditions of ALVARA

As of: July | 2025

### §1 Scope

- (1) The software license terms presented here apply to all software products and individual services (custom developments), with the exception of “Application Service Provider” and “Software as a Service” products, of the ALVARA group of companies (hereinafter referred to as “Provider”).
- (2) The provider offers software licenses (software) for temporary installation and use (rental) or for permanent installation and use (purchase) on the customer's own hardware. These software license terms describe the rights and conditions under which the software may be used.
- (3) These software license terms are an integral part of the software license purchase, loan, or rental agreement and are inseparably linked to the respective agreement. By installing, copying, or otherwise using the purchased, rented, or otherwise acquired software, the customer agrees to these license terms.
- (4) Any terms and conditions of the customer that conflict with these license terms are expressly excluded, unless the provider has agreed to them in writing.

### §2 Terms of use

- (1) Upon transfer of the software, the customer receives a simple, non-exclusive, non-sublicensable, non-transferable right of use limited to the term of the respective software license, loan, or rental agreement, or unlimited within the scope of a software license purchase agreement. The customer may only use the software for their own business activities.
- (2) Simultaneous use at multiple customer locations and workstations is limited to the number of licenses purchased.
- (3) The customer is entitled to use the software themselves and through their employees or authorized representatives (authorized users). Authorized users may not make their access data available to third parties or accept the use of their access data by third parties.
- (4) The customer is not entitled to make changes to the software. The customer is not permitted to embed third-party software.
- (5) The customer is not entitled to examine the functionality of the software by means of reverse engineering, to decompile the software, to disassemble it into its components, and/or to use it as a basis for creating their own software programs. Exceptions to this are necessary adjustments to correct errors, provided that the provider is in default with the correction, refuses to correct the errors, or is no longer able to correct the errors due to the opening of insolvency proceedings.
- (6) The software is licensed, not sold. Rights that are not expressly granted to the customer are not available to the customer. In particular, the customer is not granted any ownership rights, intellectual property rights, or similar rights. Furthermore, the customer is not entitled to use the software beyond the agreed scope, to allow third parties to use it, or to make it available to third parties. Furthermore, the customer is

not permitted to reproduce, sell, or transfer the software beyond the agreed scope, in particular not to rent or lend it.

- (7) The documents provided to the customer (documentation, manuals, and others) are considered confidential and may not be disclosed or passed on to third parties without the consent of the provider, unless they are made publicly available by the provider.
- (8) The customer may reproduce the software to the extent necessary for its use. This includes, in particular, installing the software on the server environment and loading it into the working memory. The customer is also entitled to make backup copies. These backup copies may not be activated or used productively.
- (9) If the provider releases new versions, updates, upgrades, or other new deliveries relating to the software during the term and makes them available to the customer on the basis of contractual obligations or voluntarily, the above rights of use and all other provisions of these software license terms shall also apply to these.

### **§3 Customer obligations**

The customer shall fulfill all duties and obligations necessary to comply with the software license terms. This includes in particular:

- (1) To keep the usage and access authorizations assigned to him or the users confidential, to protect them from access by third parties, and not to pass them on to unauthorized users. These accesses must be protected by appropriate and customary measures. The customer shall notify the provider immediately if there is any suspicion that access data and passwords may have become known to unauthorized persons.
- (2) Furthermore, the customer shall comply with the restrictions and obligations arising from the rights of use, in particular:
  - a) Only install and use the software on the number of locations, servers, and clients for which the number of licenses has been purchased.
  - b) Authorized users undertake to comply with the provisions of these software license terms that apply to them.

### **§4 License key**

The customer is only authorized to use the software if they have a valid license and the software has been properly licensed or activated by the provider using the original license key or another authorized method.

### **§5 Maintenance & Support**

- (1) Upon purchasing the software licenses, the customer and provider enter into a separate software maintenance agreement or software rental agreement. This agreement regulates software maintenance and support between the customer and provider.
- (2) If the customer and provider do not have an active software maintenance contract or software rental agreement, the customer is not entitled to maintenance, upgrades, support, or similar services within the scope of software maintenance by the provider. All maintenance-related services are performed within the scope of individual agreements and remuneration between the customer and the provider. The

provider's obligations regarding warranty, liability, and property rights/legal defects remain in force.

## **§6 Audit**

At the request of the provider, the customer shall enable the provider to verify the proper use of the software, in particular with regard to compliance with the listed terms of use and obligations of the customer. For this purpose, the customer shall provide the provider with information, grant access to relevant documents and records, and enable the provider or an auditing company designated by the provider and acceptable to the customer to inspect the hardware and software environment. The provider may carry out such checks on the customer's premises and during the customer's business hours or have them carried out by third parties who are bound to secrecy. The provider shall ensure that it gives reasonable notice of the inspection, disrupts the customer's business operations as little as possible, and protects the customer's trade and business secrets. If the inspection reveals that the number of licenses purchased has been exceeded or that the software has been used in any other way that is not in accordance with the contract, the customer shall bear the costs of the inspection and shall be obliged to pay any underpaid fees within 10 days of receiving a written request to do so. Otherwise, the provider shall bear the costs of the inspection.

## **§7 Unauthorized use of the software**

- (1) If the customer violates the obligations under §2, §3, and/or §4 for reasons for which they are responsible and does not remedy this violation within 14 days of receiving a written warning from the provider, and if they are also responsible for this, the provider is entitled to withdraw from the associated software license purchase, loan, or rental agreement. The customer's obligations set out in §11 shall then apply.
- (2) In any case in which the customer allows third parties or unauthorized users to use the software, the customer shall pay a contractual penalty amounting to 5 monthly usage fees per affected license. The provider reserves the right to assert claims for damages. The contractual penalty shall be offset against any claims for damages asserted.

## **§8 Warranty**

- (1) The warranty is governed by the provider's general terms and conditions.

## **§9 Liability**

- (1) Liability is governed by the provider's general terms and conditions.
- (2) If the provider is a contractual partner, liability under the Product Liability Act remains unaffected.
- (3) If the provider is a contractual partner, the provider's strict liability for damages (§ 536 a BGB) for defects existing at the time of conclusion of the contract is excluded. Points 1 and 2 remain unaffected.

## §10 Property rights / Legal defects

- (1) Insofar as the provider develops and delivers the software within the scope of custom developments based on manufacturing specifications, requirements specifications, plans, drawings, instructions, or other documents provided by the customer, the customer shall ensure that the execution of the contract does not directly or indirectly infringe any third-party rights, in particular industrial property rights or copyrights (hereinafter referred to as “property rights”). In particular, the freedom from third-party rights does not constitute a target characteristic of the service to be provided by the provider. The provider is not obliged to independently check for conflicting third-party rights. The provider shall nevertheless immediately notify the customer of any third-party rights that become known to it.
- (2) In the cases specified in §10 (1), the customer shall indemnify the provider against third-party claims upon first request and shall compensate the provider for any damages incurred upon first request.
- (3) If a third party demands that the provider cease further performance, manufacture, or delivery of the software in the cases specified in §10 (1) by invoking a property right to which it is entitled, a right of use to which it is entitled, or a neighboring right to which it is entitled, the provider shall be entitled—regardless of the legal situation—to withdraw from the contract and demand compensation from the customer for its previous expenses. production, or delivery of the software, the provider shall be entitled—regardless of the legal situation—to withdraw from the contract and demand compensation from the customer for its expenses incurred to date.
- (4) Unless otherwise agreed in writing, the provider is obliged to deliver the contractual software free of third-party industrial property rights and copyrights only in the country of delivery. If a third party asserts justified claims against the customer for infringement of property rights by contractual software delivered by the provider and used by the customer in accordance with the contract, the provider shall be liable to the customer for defects within the period specified in the provider's general terms and conditions as follows:
  - a) The provider shall, at its discretion and at its own expense, either obtain a right of use for the contractual software in question, modify it so that the property right is not infringed, or replace it. If this is not possible for the provider under reasonable conditions, the customer shall be entitled to the statutory rights of withdrawal or reduction.
  - b) The customer shall immediately notify the provider in writing of any claims asserted by third parties. The provider shall decide solely on the defensive measures to be taken and on the conclusion of settlement negotiations. If the customer discontinues use of the contractual software for reasons of damage mitigation or other important reasons, it shall be obliged to inform the third party that the discontinuation of use does not constitute an acknowledgment of an infringement of property rights.
  - c) Claims by the customer are excluded if he himself is responsible for the infringement of property rights.
  - d) Claims by the customer are also excluded if the infringement of property rights is caused by special specifications of the customer, by an application by the customer that was not foreseeable by the provider, or by the fact that the delivery has been modified by the customer or used in conjunction with products not supplied by the provider.

- e) In the event of infringements of property rights, the provisions of Section 10, Point 1 shall apply to the customer's claims; otherwise, the warranty provisions in accordance with the provider's General Terms and Conditions shall apply accordingly.
- f) In the event of other legal defects, the warranty provisions in the provider's General Terms and Conditions shall apply accordingly.
- g) Any claims by the customer against the provider and its vicarious agents due to a legal defect that go beyond or differ from those specified in Sections 8, 9, or 10 are excluded.

#### **§11 Obligations during and after termination of the software license purchase, loan, or rental agreement**

As soon as the customer no longer has the right to use the software, e.g. due to termination or partial termination of the associated software license loan or rental agreement, the customer is obliged to cease using the software and to delete all installed copies, including backup copies.

#### **§12 Final provisions**

- (1) It is agreed that the place of jurisdiction for all disputes arising from and in connection with this contract is the registered office of the provider.
- (2) German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG)
- (3) The conclusion of the contract as well as subsequent amendments and additions to the contract must be made in writing to be effective. This also applies to any amendment of this clause. No verbal side agreements have been made. All declarations by the parties must be made in writing to be effective.