

SPECIFICATION OF CONTRACTUAL SAAS SERVICES INCLUDING MAINTENANCE AND SUPPORT



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Germany

(hereinafter referred to as the **Contractor**)

And

(hereinafter referred to as the **Principal**)

(With the Contractor and Principal referred to collectively as the Parties)

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1. OBJECT OF THIS CONTRACT

This SaaS contract (hereinafter referred to as the Contract) governs the Parties' rights and obligations with regard to the provision of the software that is the subject matter of the contract in accordance with the offer (hereinafter referred to as the Software or Application) as well as associated support services in accordance with the following provisions.

2. SCOPE OF LICENSING AND SERVICES OF THE CONTRACTOR

2.1 The exact scope of use, in particular the number of licences, shall be determined by the specifications described in the offer.

2.2 The scope of use and licensing is further defined as follows:

2.2.1. For the provision of the Software as a software-as-a-service application in accordance with Section 1 above, the Contractor shall grant the Principal in each case a right, limited in time to the term of this Contract, to use the Software for its intended purpose in accordance with the terms of this Contract.

2.2.2. The licences shall be concurrent user licences. The number of users logged in at any one time shall be the determining factor. The number of registered users and profiles (write permission, read permission, etc.) can be chosen freely.

2.2.3. As part of the provision of the Software, the Contractor shall provide the Principal with the following services from the time when the Software is accepted or starts being used:

- Provision of the hosting infrastructure for operating the Contractor's products for the Principal pursuant to Section 9.
- Operation of the Application platform in the form of SaaS services (i.e. outsourcing of operation and maintenance of the Application). The Principal shall access the Software via browser¹.

¹ Supported browsers: The latest versions of Google Chrome, Microsoft Edge, Mozilla Firefox (N -1). Older browser versions may restrict the user's ability to access and use zetcom products. In addition, there is no guarantee that the Software can be used to its full extent with browsers other than those mentioned above.

- Maintenance services according to Section 4.
- Support services according to Section 5.

2.2.4. At the latest when the Software is accepted or starts being used, the Contractor shall provide the Principal with instructions which enable the Principal to use the Software, if applicable after undergoing agreed training.

3. ACCEPTANCE

- 3.1. Insofar as the Contractor owes a work performance requiring acceptance (*Werkleistung* according to sections 631 et seq. German Civil Code, BGB) – by means of individual adaptations of the Software according to the Principal's specifications, by means of data mapping or by means of data migration – the following provisions governing acceptance shall apply.
- 3.2. Acceptance of the work produced by the Contractor shall be deemed confirmation that it conforms to the contract. The acceptance procedure shall commence after the Contractor has notified the Principal that the work is ready for acceptance. After receipt of such notification, the Principal shall test the work and, if it conforms to the contract, accept it in text form.
- 3.3. In order to carry out the test, the Contractor shall make the work available to the Principal and notify it that the work is ready for acceptance. The Principal's use of the work for these testing purposes shall not constitute acceptance. The Principal shall prepare an acceptance protocol in which it records any defects or the fact that the work conforms to the contract, and send it to the Contractor in text form. Any defects shall be remedied by the Contractor within a reasonable period of time; the work shall then be made available for testing again.
- 3.4. Acceptance shall also be deemed to have taken place without formal acceptance if
- 3.4.1. the Principal has begun using the work, or
- 3.4.2. the Contractor has made the work available for inspection (or re-inspection, if applicable) by the Principal and the Principal does not give notice of any significant defects within two weeks.

- 3.5. The Principal shall be obliged to make partial acceptances, insofar as this was agreed when jointly planning the project or relates to different works that can be used separately by the Principal. The interaction of partially accepted parts with parts to be accepted later shall be checked during a final acceptance. In particular, partial acceptances shall be owed for a data migration, unless expressly agreed otherwise.

4. SOFTWARE MAINTENANCE

- 4.1. Software maintenance shall include the correction of errors and the further development of the Software (updates, new releases). Functional extensions (upgrades) may be subject to separate charges (see Section 4.4).
- 4.2. In the event of disruptions, if requested by the Principal the Contractor shall assist in searching for the cause of the disruption if the disruption occurs when several systems or components interact. If the Contractor proves that the disruption was not caused by the Software maintained by it, these services shall be remunerated separately as agreed in the offer.
- 4.3. Insofar as it is able to do so, the Contractor shall, at the Principal's request and in return for separate remuneration agreed in the offer, also remedy disruptions which are attributable to circumstances for which the Principal or third parties are responsible.
- 4.4. For upgrades, the Contractor shall be entitled to raise the ongoing remuneration based on how much the functionality has been expanded in relation to the previous functionality. The Contractor shall inform the Principal of this in text form. Should the Principal not agree to this, it shall be entitled to terminate this Contract with a notice period of three months. The right of termination shall expire no later than three months after the upgrade has taken place.
- 4.5. Adaptations to a new infrastructure on the part of the Principal as well as the implementation of client-specific extensions are not part of the contractual services. For these, the general rates according to the offer shall apply.

5. SUPPORT SERVICES

5.1. The Contractor shall provide the following services to the Principal under their contractual relationship:

- Hotline, email and remote desktop support
- Receipt, initial inspection and rectification of reported program errors
- Free distribution of releases and updates.

5.2. The support services shall be available to the Principal during the Contractor's general operating hours.

5.3. The Contractor's general operating hours are Monday to Friday, 9am until 12pm and 1.30pm until 5pm. This excludes public holidays in Germany (at both federal and state level) as well as the Friday after Ascension Day, Christmas Eve (24 December) and New Year's Eve (31 December).

6. RESPONSE AND TROUBLESHOOTING TIME

6.1. The Contractor shall receive disruption reports and provide its maintenance and support services during its operating hours. The response time shall be measured during operating hours from the receipt of the disruption report to the start of the repair. The troubleshooting time shall be the period from receipt of the disruption report until completion of the repair.

6.2. The following disruption categories, response times and troubleshooting times shall apply:

6.2.1. Disruption category A: Errors that cause the system to come to a standstill, data to be lost or other functions that are objectively critical for the Principal not to function as agreed.

Examples for CMS tools:

- The system cannot be started.

- System crash when using the most important basic functionality – e.g. adding a new record.
- Data loss or unwanted data changes occur, for example if saving a record causes data loss or data corruption.

Response time:

- 4 hours for beginning the troubleshooting process.
- A period of usually no more than 2 working days to rectify the error, unless exceeding the deadline is technically or organizationally unavoidable.

6.2.2. Disruption category B: Errors that lead to objectively important functions for the Principal no longer functioning as agreed and that are time-consuming and resource-intensive to overcome.

Examples for CMS tools:

- The search function is not available.
- It is impossible to add new records.
- Export functionality is not available.
- Or similar.

Response time:

- 1 working day for beginning the troubleshooting process.
- A period of usually no more than 4 working days to rectify the error, unless exceeding the deadline is technically or organizationally unavoidable.

6.2.3. Disruption category C: Errors which result in individual functions not working as agreed, but which do not or only insignificantly restrict the use of the Software.

Examples for CMS tools:

- Error when using certain exports / reports.
Does not apply to reports that were created by the Principal and do not work due to a lack of parametrization.

Response time:

- 4 working days for beginning the troubleshooting process.

- A period of usually no more than 10 working days to rectify the error, unless exceeding the deadline is technically or organizationally unavoidable.

6.2.4. Disruption category D: If there is no serious impediment, in the case of defects slightly affecting processing (e.g. aesthetic defects, content is readable but not output correctly, slight loss of user comfort or similar), the error will be recorded within 5 working days. Functional errors that produce false results of non-critical data shall not constitute a serious impediment. The error will be fixed in an upcoming release as part of normal maintenance.

7. RIGHTS OF OWNERSHIP AND USE

- 7.1. The Contractor shall make the Software available to the Principal for use via the internet for the term of the Contract in return for remuneration. When providing the Software via the internet, the Contractor shall grant the Principal, in return for payment of the agreed remuneration, the non-exclusive, non-transferable rights of use required for the intended use, limited in time to the term of this Contract. The Principal's right to use the Software shall extend only to its company. The Principal shall not be entitled to sublicense, sell, rent or transfer the Software or otherwise make it available to third parties in whole or in part.
- 7.2. The Software/Application shall belong to and remain the property of the Contractor, with the relevant copyrights and other industrial property rights also falling to the Contractor. The Contractor shall also retain all rights to further developments (including maintenance and support work), translations, modifications and updates/upgrades of the Software and copies thereof. Insofar as these have been created on the basis of the Principal's specifications or with its cooperation, the Principal shall waive its rights of exploitation pursuant to Sect. 8(4) of the German Copyright Act (UrhG).
- 7.3. The Principal shall be prohibited from copying, translating or disassembling the Software, and from deriving the source code from the object code, e.g. by reverse engineering.

8. DATA OWNERSHIP AND DATA PROVISION

8.1. The Principal shall in any case remain the sole owner of the data uploaded by it into the Software and shall therefore be entitled to demand that the Contractor surrender individual or all data during the term of the Contract in accordance with Section 8.3, without the Contractor having any right of retention.

8.2. Upon termination of the contractual relationship, the Contractor shall hand over all documents received from the Principal as well as all work results of the Principal.

8.3. Data transfer:

The data is delivered as a clean database dump, with credentials and critical settings removed. Human-readable views are applied to ensure clarity. All digital assets from the multimedia module are provided, excluding custom code, indexes, and thumbnails. The active data dictionary is delivered in XML format, offering a comprehensive description of the data structure. The data is provided via download through a web-based transfer system. The export is retained for a period of 30 days. A standardized email will be sent directly to the customer contact, informing about the data delivery.

8.4. The provision of the requested data in accordance with Section 8.3 shall be subject to additional costs. The Principal shall be able to download its data itself from the Software at any time free of charge.

9. HOSTING INFRASTRUCTURE

9.1. Infrastructure:

9.1.1. Standard basic package per user:

- 10 GB (online) storage space*
- 10 GB (online) storage space for the original version of the digital assets**.
- Daily backup of the entire storage space
- Security certificate (HTTPS encryption).

* Additional online storage space shall cost EUR 0.30 per GB and month plus VAT.

** The cost per TB and month for additional online storage on S3 infrastructure are Tier I (<1TB): 160 EUR, Tier II (2 - 5TB): 120 EUR, Tier III (>5TB): 100.00 EUR plus VAT.

9.1.2 Increase in storage requirements

The storage space used will be checked on an ongoing basis. If more storage space than 10 GB per licence has been used in the course of the year, the Contractor shall first notify the Principal by email of the amount of storage space used. The Contractor will then have the storage space automatically adjusted accordingly and issue an invoice for this. Additional storage space shall be invoiced in the following month.

9.2. Availability:

The Contractor shall ensure a high level of fail-safe controls and reduction of single points of failure of the physical SaaS hosting infrastructure. Non-availability due to maintenance work (as per Section 9.3) shall not be taken into account when considering availability.

9.3. Maintenance windows:

The Contractor shall be granted the following maintenance windows during which the systems will not be available. These maintenance windows will not be announced separately. The Contractor reserves the right to adjust the timing of the regular maintenance windows:

- Weekly in the night from Sunday to Monday (5am (CEST +1)) for 1 hour.
- Monthly maintenance window for Application system update.
- Monthly maintenance window for operating system updates, if necessary.
- The Contractor shall be entitled to carry out unscheduled maintenance work at any time, insofar as this is absolutely necessary in the context of an emergency (e.g. for security reasons) or for other important reasons. The Contractor shall notify the Principal of this without undue delay by email and shall endeavour during the processing to keep any adverse effects on the Principal's ability to use the Software to a minimum.

9.4. Security:

- 9.4.1. The Contractor shall provide comprehensive access protection. Data shall be protected against third-party access in several ways, both physically on the server and during online transmission (security certificate with HTTPS encryption).
- 9.4.2. IP-based access restrictions, dedicated servers or multiple authentication shall be enabled. The conditions agreed in the offer shall apply.
- 9.4.3. The Principal's data shall be physically located in Germany in a secure data centre. The data centre is a certified data centre. The Principal's data shall therefore be secured according to the current state of the art and protected against unauthorised access.

9.5. Data backup and recovery:

9.5.1 Unless otherwise agreed, data and documents shall be fully backed up 1x daily. There shall be 7 daily backups and 4 weekly backups available. This means that in the event of failures, it will be possible to restore data and documents from the time of the backup from the previous four weeks.

9.5.2 The original files of Digital Assets on S3 Infrastructure are not part of the backup described in clause (9.5.1). They remain in S3 Infrastructure in versioned form, in coordination with the backup cycle of the data.

9.6. Monitoring and alerts:

The systems are monitored by monitoring software. In the event of a disruption report, the Contractor shall check the report and commence troubleshooting measures in accordance with the agreed availability and response times.

10. CONTRACT TERM, TERMINATION, CONTRACT AMENDMENT, PRICE CHANGE

10.1. Term: This Contract shall enter into force upon signature of the offer by the Parties and shall run until the end of the same calendar year.

10.2. Automatic renewal: If this Contract is not terminated by either Party within the notice period, the term shall be automatically extended by a further calendar year.

10.3. Notice period: This Contract can be terminated by either Party with three (3) months' notice to the end of a calendar year. Notice of termination must be given in writing.

10.4. Amendments: If the Contractor announces amendments (prices, terms, etc.) for the new calendar year in writing or by email no later than two (2) months before the end of the current calendar year, the Principal shall be entitled to either accept the amendments, demand amendments or corrections on its part, or terminate the Contract for cause – within one (1) month, and in writing or by email. In this case, notice of termination must be given in writing or by email with one (1) month's notice to the end of the year. In the absence of any reaction (in writing or by email) on the part of the Principal within one (1) month of receipt of the notification of the amendments, the

proposed amendments shall be deemed to have been tacitly accepted. If the Principal proposes amendments by the deadline, the Contractor shall examine the requested modifications; in this case, however, an extension of the Contract shall only come about through an express acceptance by the Contractor declared in writing or by email. If no agreement is reached, the Contract shall end at the end of the current calendar year.

- 10.5. Furthermore, the Contractor shall be entitled to increase prices during the term of the Contract insofar as the costs on which the original price calculation was based increase due to circumstances unforeseeable by the Contractor and not caused or influenced by it. The Contractor shall be entitled to increase the price accordingly if

10.5.1. The nominal wage index of the average gross monthly earnings of employed workers in the manufacturing industry and in the service sector in Germany in the economic sector J62 – provision of information technology services – of the Federal Statistical Office has changed by at least 0.5 % since the commencement of the Contract or, in the case of amendments that have already taken place, since the last amendment;

10.5.2. Statutory ancillary wage costs increase; and/or

10.5.3. Services of the Contractor contain service components of third parties and those service components are no longer available to the Contractor or are only available in a modified form and/or at modified prices, without the Contractor being responsible for this and the Contractor's costs for providing the service increase as a result.

The Contractor shall give two months' notice in text form of any such increase and send an updated cost overview. The price increase may not exceed 10 % of the current remuneration.

- 10.6. Termination without notice for good cause: The Parties reserve the right to terminate the Contract in whole or in part at any time without notice for good cause. The Contractor may invoke good cause in particular if (i) maintenance or support services are significantly impeded by improper use of the Software or due to the connection of unsuitable hardware or software (as communicated in the offer), or (ii) the Principal continues to fail to comply with the maintenance and support requirements and duties to cooperate set out in this Contract despite a warning and expiry of a reasonable grace

period. Either Party shall have good cause if, for example, the other Party continues to violate important contractual obligations despite a written warning or if bankruptcy or succession proceedings are instituted against the assets of one of the Parties or if the institution of such proceedings is refused for lack of assets. Termination without notice must also be in writing.

11. DUTY OF COOPERATION ON THE PART OF THE PRINCIPAL

- 11.1. Unless otherwise agreed, the Principal shall be responsible for (i) the selection, provision, installation, implementation, use and maintenance of the necessary hardware, software (except for the contractual Software) and network services, (ii) remote access up to the router interface of the Contractor's data centre, and (iii) the use of the Software and the Application.
- 11.2. The Principal shall protect its login, identification and authentication information for remote access to the Contractor's servers, and those of its own users, from access by unauthorised third parties and shall not disclose them to unauthorised third parties.
- 11.3. The Principal may neither misuse the Software and the Application itself nor allow others to do so. In particular, the Principal may not use or upload, nor allow others to use or upload, any data or content and/or information that is illegal or infringes the copyright and/or other intellectual property rights of third parties.
- 11.4. The Principal shall indemnify the Contractor against all legal claims of third parties and fully reimburse all resulting costs (including reasonable legal defence costs) which are attributable to a use of the contractual services by the Principal which is contrary to this Contract or laws or otherwise unlawful. This shall not apply if the Principal is not responsible for the infringement. If the Principal becomes aware that such legal claims by third parties are imminent, it shall inform the Contractor without undue delay in writing or by email. The Principal shall fully support the Contractor in defending against such claims, insofar as this is not unreasonable for the Principal.
- 11.5. Active Cooperation Obligations: The Customer shall actively and timely cooperate with the Service Provider to the extent required for the proper provision, operation, configuration, further development and support of the Software.
Such cooperation shall include, in particular,

- a the timely provision of all information, content, data, access rights and decisions required for the performance of the Services
- b the appointment of competent contact persons with sufficient technical and organizational decision-making authority
- c the timely review, approval or feedback regarding configurations, changes, releases or support requests
- d the prompt notification of any circumstances or changes that may affect the use or operation of the Software

- 11.6 Review and Decision Deadlines: Unless otherwise agreed, the Customer shall provide reviews, approvals or feedback within ten business days following a corresponding request by the Service Provider. If no response is received within this period, the respective Services, configurations or changes shall be deemed approved.
- 11.7 Consequences of Missing or Delayed Cooperation: If the Customer fails to perform required cooperation obligations, or performs them late or incompletely, the Service Provider shall not be responsible for any resulting delays, limitations of availability, deviations in performance or schedule changes. Any agreed response times, service levels or recovery times shall be extended accordingly.
- 11.8 Additional Effort and Temporary Suspension: Any additional effort arising from delayed cooperation, subsequent changes, inconsistent instructions or repeated adjustments attributable to the Customer shall be remunerated on a time and material basis in accordance with the agreed terms. If the Customer continues to fail to comply with its cooperation obligations despite written notice, the Service Provider shall be entitled to temporarily suspend the affected Services or support services in whole or in part. Any payment obligations of the Customer shall remain unaffected by such suspension.

12. REMUNERATION AND PAYMENT TERMS

- 12.1. The costs for the services described in the offer shall comprise the one-off costs for the introduction of the Software and the monthly costs for contractual SaaS services including maintenance and support. The latter shall be invoiced in advance at the beginning of each calendar year. The payment term shall be 30 days.
- 12.2. If the Contract is concluded during a calendar year, an invoice shall be issued for the remaining months of that year. Thereafter, invoicing shall take place at the beginning of the calendar year.
- 12.3. The explicit costs shall be shown in the Contractor's offer.
- 12.4. The agreed remuneration shall include all expenses and charges. The costs stated are exclusive of statutory turnover tax.
- 12.5. If additional software products are provided as agreed during the term of the Contract, the costs shall increase accordingly. The method of calculation shall be shown on the next annual invoice.
- 12.6. If the Principal is in default with the above terms of payment, the Contractor shall be entitled to charge interest on arrears at a rate of nine percentage points above the base rate (from the first reminder). In addition, the Contractor shall be entitled to charge a reminder fee of €50 for the first reminder and €50 for the second reminder.

13. LIABILITY

- 13.1. Unless otherwise agreed below, liability shall be governed by the statutory provisions. However, a claim for damages due to a defect which already exists at the time of conclusion of the Contract shall only exist if the Contractor is responsible for the defect. Any guarantee must be in writing in order to be effective.
- 13.2. The Contractor shall be liable without limitation for intentional or grossly negligent conduct and always in the event of injury to life, limb or health, in cases of malice, in the event of the assumption of a guarantee, or in the event of claims under the German Product Liability Act (ProdHaftG).
- 13.3. In the event of simple negligence, the Contractor shall only be liable for the breach of essential contractual obligations. Essential contractual obligations are those obligations whose fulfilment makes possible the correct execution of the Contract in the first place and on compliance with which the other Party may rely. In the event of a negligent breach of an essential contractual obligation, the liability of the Contractor shall be limited to compensation for foreseeable and typical damage.
- 13.4. Insofar as the liability of the Contractor is limited or excluded, the limitations or exclusions shall also apply
- 13.4.1. to the personal liability of the Contractor's employees, legal representatives and parties it uses to perform its obligations;
 - 13.4.2 to claims for reimbursement of futile expenses; and
 - 13.4.3. retroactively to the same extent for claims arising from the breach of obligations during the negotiations for this Contract.

14. WARRANTY FOR MATERIAL AND LEGAL DEFECTS

- 14.1. The Contractor warrants that the Software is functional and ready for operation in accordance with this Contract. In this respect, the Contractor also warrants that the Software or an individual component of the Software does not infringe any third-party rights. Unless otherwise stipulated below, the statutory provisions on warranty shall apply.
- 14.2. The Contractor shall be liable for defects in the Software and the granted storage space in accordance with the warranty rules of tenancy law, but with the proviso that, contrary to Sect. 536a(1) of the German Civil Code (BGB), liability for damages shall only exist in the event of fault in accordance with the provisions of this Contract.
- 14.3. The Contractor shall provide the maintenance and support services in a professional manner and in accordance with the state of the art. In the case of maintenance and support services, the Contractor shall be liable in accordance with the rules of service contract law.
- 14.4. The Principal shall not be entitled to any statutory warranty claims
- 14.4.1. in the case of only insignificant deviation from the agreed quality or only insignificant impairment of serviceability of the Software,
 - 14.4.2. in the event of defects caused by non-compliance with the contractual provisions and/or the conditions specified in the Software specifications,
 - 14.4.3. in the event of incorrect operation by the Principal,
 - 14.4.4. in the event that hardware, software or other equipment is used which is not suitable for the use of the Contractor's Software,
 - 14.4.5. if the Principal fails to report a defect without undue delay and the Contractor was unable to remedy the defect as a result of the failure to report the defect without undue delay, or
 - 14.4.6. if the Principal is aware of the defect at the time of conclusion of the Contract and has not reserved its rights.

- 14.5. Insofar as a defect has been reported by the Principal and the Principal's warranty claims are not excluded, the Contractor shall be obliged to remedy the defect within a reasonable period of time by taking measures of its own choice. The Principal shall give the Contractor reasonable time and opportunity to remedy the defect. The Contractor's employees and agents shall be granted free access to the Principal's systems for this purpose, insofar as this is necessary to remedy the defect.
- 14.6. If the Contractor does not successfully complete the rectification of defects within a reasonable period of time set for it, the Principal may either set the Contractor a further reasonable period of time and, if this period expires without success, reduce the remuneration appropriately or withdraw from the Contract in whole or in part. However, the right to withdraw from the Contract due to an insignificant defect shall be excluded.
- 14.7. If the defect has not been caused by the Contractor, but is due, for example, to faulty operation or faulty configuration on the part of the Principal, the Contractor shall be entitled to invoice its costs for remedying the defect in accordance with the remuneration agreed in the offer.
- 14.8. If a third party asserts claims against the Principal due to the infringement of property rights by the Contractor's services and if their use is impaired or prohibited as a result, the Contractor shall, at its reasonable discretion, either procure the necessary right of use to the infringed rights for the Principal at its own expense or replace or modify the services in such a way that the rights of third parties are no longer infringed but continue to comply with the contractual agreements.

15. FORCE MAJEURE

- 15.1. Events involving force majeure that make it significantly more difficult or impossible for a Party to perform a service or obligation shall entitle the affected Party to postpone the performance of such service or obligation for the duration of the hindrance plus a reasonable start-up period. In such cases, the affected Party must inform the other Party without undue delay in writing or by email.
- 15.2. Events involving force majeure means unforeseeable circumstances that are beyond the respective Party's sphere of influence that occur after the conclusion of this

Contract and cause serious obstacles to performance, including but not limited to strikes and lockouts, machine or power failures, disruption of telecommunications channels, natural disasters, national emergencies, unrest, vandalism, terrorism, war, riots, pandemics and epidemics, as well as the occurrence of such events at subcontractors.

16. DATA PROTECTION

- 16.1. Both Parties shall ensure that all persons they entrust with the performance of the Contract comply with the statutory provisions on data protection.
- 16.2. The Contractor shall in particular ensure in a suitable manner that the persons entrusted by it with the performance of the services under this Contract have been obliged to maintain confidentiality and to observe data protection.
- 16.3. Insofar as the Contractor processes personal data on the Principal's behalf within the scope of the Contract, the Parties shall also conclude a data processing agreement (DPA). In the event of contradictions between this Contract and the data processing agreement, the latter shall take precedence over this Contract.

17. STRUCTURE AND PRECEDENCE

- 17.1. In the event of any conflicts between the documents of this Contract, the following order of precedence shall apply:
 - (i) The offer and its annexes;
 - (ii) The provisions of this Contract.
- 17.2. If the Principal has its own general terms and conditions, then these – irrespective of what they are called – shall only apply between the Parties insofar as the Contractor expressly confirms this in writing.

18. FINAL PROVISIONS

- 18.1. The Principal hereby grants the Contractor the right, in the context of its commercial activities, to name the Principal as a reference using its company name and company logo.
- 18.2. The Principal may not assign or otherwise transfer its rights under this Contract or delegate its obligations under this Contract without the Contractor's prior written consent. Any attempt to do so shall be invalid.
- 18.3. Should individual provisions of this Contract be invalid or ineffective, or should performance become impossible, this shall not affect the effectiveness of the remaining parts of the Contract. In this case, the Parties undertake to replace the invalid, ineffective or impossible provision without undue delay with a permissible, effective and possible arrangement which, in terms of its content, comes as close as possible to the original intention. The same shall apply in the event of a gap in the Contract.
- 18.4. This Contract may only be amended, cancelled or supplemented by means of the statutory written form. This shall also apply to any amendment or cancellation of this requirement of the written form. This shall not apply if expressly agreed otherwise in this Contract.
- 18.5. This Contract shall be subject to the law of the Federal Republic of Germany, with no consideration of private international law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 18.6. Disputes arising from or in connection with this Contract shall be subject exclusively to the jurisdiction of the competent court at the registered office of the Contractor.