## General terms and conditions of TeamDrive Systems GmbH

## 1. General information and conclusion of contract

- These terms and conditions of business apply to contracts governing the use of TeamDrive and the related services and products provided by us. Our services and products are intended exclusively for entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds governed by public law. We provide our free version to consumers within the meaning of Section 13 BGB in accordance with the provisions of clause 11. If we have been deceived over our contractual partner's true identity of consumer, we reserve the right to terminate the contract without notice for good cause.
- 2. Any terms and conditions of business of the customer that deviate from, conflict with or supplement these terms and conditions shall not become an integral part of the contract, even if we are aware of them, unless their validity is explicitly agreed. These terms and conditions of business shall also apply if we provide the service unconditionally in full knowledge of terms and conditions of the customer that conflict with, deviate from or supplement our own.
- 3. Presenting our products and services in our shop does not represent a legally binding offer. Rather, the customer makes us an offer to conclude a corresponding contract when they issue a purchase order. The customer shall remain bound by their offer for a period of two working days as defined at the location of our registered office. We can accept or decline the offer within this timeframe. Acceptance takes the form of successfully executing the customer's payment transaction, us confirming the conclusion of contract in text form or providing the service. An email sent by us by automated means that confirms receipt of the purchase order does not signal acceptance of the customer's offer for concluding a contract.
- 4. The customer is obliged to provide complete and truthful information when registering. They must implement any changes to this information in the customer area without delay. The customer shall not be entitled to have invoices corrected that were prepared incorrectly due to a failure to update information.

## 2. Provision of TeamDrive

1. After the contract has been concluded, we shall make TeamDrive available to the customer within a reasonable period of time for their use online in accordance with the provisions of that contract. This generally happens when we have notified the customer by email that their account has been set up.

- 2. We only use servers within the European Union (EU) to make TeamDrive available and operate it.
- 3. TeamDrive can be accessed using a version of the following browsers that is no more than six months old: Internet Explorer, Chrome, Safari or Firefox. The software clients provided by us can also be used for this purpose.
- 4. We will make server software that the customer has licensed available to them for downloading, installing and setup.

## 3. Scope of performance of TeamDrive

- Only the statements that we made when the contract was concluded shall be deemed to have been agreed as a quality of TeamDrive. Public pronouncements, recommendations or advertising to the contrary shall not represent a statement of quality under the terms of the contract.
- 2. As its core feature, TeamDrive allows the customer and their users to create so-called SPACES on our servers and on the devices for which we offer software clients. The data stored in the SPACES can be synchronised and versioned using TeamDrive. In this regard, TeamDrive performs the services of temporary storage (relay server) and distribution (store and forward) of the encrypted data. We provide the customer with the agreed amount of storage capacity via TeamDrive to synchronise their SPACES.
- 3. Customer data is always transferred and stored in encrypted form outside the devices that they and their users use by means of software clients. Based on our knowledge of the latest technology, it is not possible for us or third parties to decrypt the data unless the customer or their users have granted us or the third parties access to the data.
- 4. Insofar as the customer uses the server software provided by us to host TeamDrive themselves, they may choose whether to create SPACES on the servers used by them or on servers operated by us (depending on whether the customer has also ordered storage space from us).

## 4. Use of TeamDrive

1. The customer shall be granted non-exclusive, non-sublicensable and nontransferrable rights to TeamDrive, which shall be limited to the term of the contract, for their use in accordance with the contract and in the scope agreed in each case (e.g. number of users, storage space). Within the scope of the usage permission granted, the customer may only entrust the use of TeamDrive to users associated with them (e.g. employees, executive bodies). Assigning this usage permission to third parties, including affiliated companies within the meaning of Sections 15 ff. of the German Stock Corporation Act (AktG), is not permitted unless agreed with us in advance.

- 2. Each party shall take standard and reasonable precautions to protect the user IDs and passwords of users from becoming known to unauthorised third parties. Each party shall notify the other if they suspect that user IDs and/or passwords could have become known to unauthorised third parties. In this situation, the party that discovered the disclosure must secure the user accounts without delay by changing the access data. The customer shall delete or change access data of former users without delay.
- 3. The customer must not use TeamDrive for illegal ends or in a way that violates third-party rights. In particular, they must prohibit any form of use that could lead to us being accused of infringing applicable legislation or third-party rights. The customer shall indemnify us, on our first request, against all relevant third-party claims, including reasonable costs for legal review and representation.
- 4. If the customer violates the provisions in paragraph 3, we shall be entitled to block their access or that of their users to TeamDrive and/or to the relevant data to the requisite extent if we believe, using our reasonable discretion, that this will be able to remove or reduce the severity of the violation. If it is reasonable for us to do so, we shall notify the customer about the violation of paragraph 3 and request that it be rectified, setting a reasonable deadline for this to be done. This request will be sent by email to the email address stored in the customer's account. Instead of imposing a block, data can also be deleted if we are obliged to do so, if a block would not be enough to remove the violation, and if doing so would not infringe the data processing agreement concluded with the customer.
- 5. If the customer continues to violate the provisions of paragraph 3, or does so repeatedly, despite being warned accordingly, we shall be entitled to effect extraordinary termination of the contract without notice.
- 5. Use of software clients, server software and other software products provided by us
- For the term of the contract, the customer shall acquire the right to use the software clients, server software and other software products provided by us and licensed by the customer (the "software") within the scope of the licence acquired for the use of TeamDrive in accordance with the contract. This right can only be assigned to third parties that are users of TeamDrive under the contract in place between us and the customer.

- 2. The customer shall only be entitled to decompile the software if they have mandatory legal claims (particularly Section 69e of the German Copyright Act (UrhG)).
- 3. The open source software used in the software is governed by the licensing terms applicable in each case.

# 6. Availability of TeamDrive

- 1. We are obliged to provide a level of availability for TeamDrive at the point of transfer (interface with the Internet in the data centre in which we operate TeamDrive) of 99 per cent in each period covered by the respective current fixed contract term.
- 2. The parties understand "availability" to mean the ability to use TeamDrive in accordance with the contract at the point of transfer.
- 3. TeamDrive shall also be available:
  - a. in the event of planned non-availability for maintenance purposes at times of low use – Mondays to Fridays between 8 p.m. and 6 a.m., weekends and national public holidays in Germany – insofar as we give at least one week's notice;
  - b. in the event of non-availability to fix faults that are preventing the safe and secure operation of TeamDrive in accordance with the provisions of the EU General Data Protection Regulation (GDPR) or that are jeopardising IT security to a significant extent, insofar as we give at least twelve hours' notice and the non-availability lasts no longer than one hour.
- 4. Notification to the customer as per paragraph 3 shall be provided by email to the email address stored in their customer account or in the form of an announcement on the TeamDrive website under "Verfügbarkeit" ("Availability").

# 7. Customer support

We provide a ticket system for customer support, which can be accessed in the ways stated on our website. Customer enquiries are usually processed within two working days as defined at the location of our registered office.

## 8. Modifications to the services commissioned by the customer

- The customer can add extra chargeable services offered by us to them to the contract concluded with them at any time. The contract will thus be supplemented for the current applicable fixed term, and the remuneration owed for the extra services will be charged pro rata.
- 2. The scope of services purchased by a customer can only be reduced insofar as we offer these services for purchase individually (e.g. storage space, users). This

reduction can take the form of a partial termination in accordance with the provisions governing termination of the contract.

## 9. Data backup and recovery

- 1. We back up the data stored in TeamDrive on our servers at our own discretion and in accordance with the provisions of the data processing agreement concluded and of Art. 32 GDPR. However, the customer is obliged to include the data stored by them in TeamDrive in their own backup regime themselves.
- 2. Insofar as the customer runs TeamDrive on their server, they shall bear full responsibility for data backup and all related activities (e.g. restoring data).

#### 10. Encryption passwords

- 1. The data stored in TeamDrive is encrypted before being transferred in accordance with the statements made when the contract was concluded. The key used for this purpose is unique to each SPACE and is stored encrypted in the corresponding user account on TeamDrive. The key is encrypted based on the statements made on our website and using the relevant user password. If a user loses their password, we will not be able to restore it or the encrypted key, thus preventing the encrypted data from being decrypted. The customer is thus required to instruct their users accordingly and ensure that their users' passwords and Space keys are stored safely and securely.
- 2. Each user can choose for the key used to encrypt their data to not be backed up in their user account (password-encrypted). Should the user lose the key, it will no longer be possible to decrypt the data. The customer is thus required to instruct their users accordingly and ensure that the key is stored safely and securely.

#### 11. Specific provisions governing free and complimentary trial versions

- 1. Insofar as we provide the customer with a free or complimentary trial version of TeamDrive, the following paragraphs shall apply by way of derogation from the remaining provisions of the contract.
- 2. Free or complimentary trial versions are provided to the customer "as is" for trial purposes. We are not required to ensure that these versions offer a specific scope of functionality or that they will always be available and fault-free throughout the duration of their use.
- 3. We shall be entitled to terminate a corresponding contract at any time unless a minimum term was agreed with the customer.
- 4. Free or complimentary trial versions may only be used for purposes where shortcomings in performance, a lack of performance on our part or a loss of data will not result in loss or damage for the customer or third parties.

- 5. At our discretion, we endeavour to operate free or complimentary trial versions with the same care and attention as our chargeable products and services. As we do not receive any payment from the customer for these, however, we are unable to enter into any further obligations.
- 6. No data processing agreement can be concluded in respect of free or complimentary trial versions. Insofar as the customer has concluded such an agreement with us, it shall not apply to free or complimentary trial versions.
- 7. Aside from the provisions of this clause 11, customers who are consumers shall only be subject to the statutory provisions.

## 12. Remuneration and invoicing, changes to agreed remuneration

- 1. We invoice the remuneration agreed with the customer when a contract was concluded in advance for the agreed contract term.
- 2. All prices stated by us are net prices in euros.
- 3. Insofar as the customer has provided details of a credit card as a payment method, they confirm that it is held in the name of the contracting party and may be used to collect the remuneration owed to us. The customer is required to update the details of the stored credit card in good time prior to its expiry.
- 4. Customers that can be charged VAT in accordance with the reverse charge procedure are required to include their VAT ID number in their customer profile, else we shall be entitled to charge them German VAT. The customer shall not be entitled to have relevant invoices corrected retrospectively.
- 5. Notwithstanding any provisions of the customer to the contrary, we shall be entitled to offset payments against their existing debts first of all. Insofar as we are already entitled to the reimbursement of costs or interest, we shall have the right to offset payments firstly against the costs, then against the interest and finally against the principal performance. We shall notify the customer if our billing differs from the information provided by them.
- 6. If the customer is in default, we shall be entitled to apply a flat-rate default charge in accordance with Section 288 paragraph 5 BGB on a one-time basis for each corresponding invoice. This shall not affect our entitlement to assert any further claims for loss or damage caused by the default.
- 7. Invoices can be issued electronically and sent by email or made available in the customer area on our website.
- 8. We are entitled to adjust remuneration rates agreed with the customer. Notification of such an adjustment must be provided at least six weeks before the end of the contract notice period and must be sent by email to the customer's email address stored in their customer profile. The adjustment may

not come into effect until after the time at which the customer is able to give notice of termination of the contract after receiving the relevant notification.

#### **13.** Term and termination

- The contract shall be concluded for the fixed term chosen by the customer when issuing their purchase order. It can only be terminated with good cause before the end of its fixed term. Otherwise, it may be terminated at the end of the agreed contractual term if four weeks' notice is given. If the contract is not terminated, its fixed term shall be extended by either a month or a year in each case depending on the contract term agreed with the customer.
- The right to terminate the contract for good cause shall remain unaffected.
  "Good cause" includes the following reasons in particular, if they apply to the respective other party:
  - a. The violation of material contractual obligations by the other party, if this violation is not rectified despite issuing a warning and setting a reasonable deadline, making reference to the right of termination. No warning needs to be issued or deadline set if the other party has acted unreasonably;
  - b. A request to instigate insolvency proceedings has been rejected due to lack of assets;
  - c. Liquidation proceedings have been instigated.
- 3. We shall be entitled to terminate the contract without notice if the criteria under Section 543 paragraph 2 no. 3 BGB apply.
- 4. Termination in accordance with Section 543 paragraph 2 sentence 1 no. 1 BGB due to a failure to guarantee use of TeamDrive in accordance with the contract shall only be permitted if we have been given a reasonable opportunity to rectify the defect but without success.
- 5. Notice of termination can be given by email. Notice of termination from the customer is to be sent to info@teamdrive.com. Alternatively, notice of termination can be given in the customer area. Termination will be confirmed by email in each case.

## 14. Consequences of the contract coming to an end

The customer is required to export the data stored in TeamDrive in good time prior to the contract expiring, unless they have saved this data locally on their own devices. When the contract expires, the data stored on our servers will no longer be available to the customer and will be deleted. Insofar as this data is personal data, the customer shall likewise be required to exercise their rights under the data processing agreement concluded separately in good time prior to the end of the contract. The customer may export or delete the data at any time without any involvement required on our part. Otherwise, the customer's data will be deleted by automated means at the end of the contract. Deletion will be done in such a way that it will no longer be possible to recover the data.

### 15. Future development of TeamDrive and the software

- In TeamDrive and the software provided by us, the customer is not purchasing static products. Rather, we intend to develop these further so that we can offer new features and services that make them more attractive and more secure. The scope of performance of TeamDrive and the software provided by us is thus subject to change. Insofar as anything changes that removes or significantly restricts existing key features, we shall notify the customer via the email address stored in their customer account, giving them a reasonable amount of notice.
- 2. We are entitled to remove or make any changes whatsoever to features that we have made available to the customer as part of a beta test. We reserve the right at any time to stop offering these or to only continue offering them in a modified form.
- 3. The customer is required to install new versions of the software provided by us unless they are making use of an option for automatic updates that may be offered in the relevant software.
- 4. We are happy to receive any suggestions for improvements from customers. For the sake of good order, however, we must point out that the customer will transfer to us free of charge all rights to their suggestion that would be required for its potential implementation and its exploitation, whatever form this may take. Put simply, all suggestions are welcome, but we cannot offer anything in return.

#### 16. Failure to comply with our principal performance obligations

- 1. Should we fall behind schedule in providing TeamDrive for the first time, the customer shall be entitled to withdraw from the contract if a reasonable grace period that we are given expires without result, i.e. if we fail to make the agreed TeamDrive functionality available for the first time by the end of the grace period.
- 2. If we fail to comply with some or all of our obligations after making TeamDrive available in good working order, or if we fail to provide the required level of availability of TeamDrive for one contract month, the agreed flat-rate usage fee shall be reduced pro rata for the time in which TeamDrive was not available to the customer in the agreed scope.
- 3. We shall be required to demonstrate that we were not responsible for the delayed provision or, as the case may be, the failure to provide the required

level of availability. If the customer did not notify us of the insufficient availability of TeamDrive and we deny knowledge of it, they shall be required to prove that we learnt of this insufficient availability by other means.

## 17. Claims for defects

- 1. The customer shall possess their statutory rights in the event of defective performance, although we shall decide whether to remedy the defect by rectifying it or supplying a new product or service.
- 2. Our strict liability for damages (Section 536a BGB) in respect of defects that existed when the contract was concluded is excluded unless they relate to a quality guaranteed by us (guarantee, Section 276 paragraph 1 BGB).
- A limitation period of one year is agreed for claims for defects. This period shall not apply to claims for damages due to the violation of claims for defects, which shall be governed by the provisions governing liability.
- 4. Insofar as the customer complains about the existence of a defect and the work that we carry out as a result reveals no defect in our performance, the customer shall be obliged to reimburse our expenses incurred in this process at the agreed hourly rates or, if none have been agreed, at reasonable hourly rates. This paragraph shall not apply if the customer, applying a degree of care and knowledge deemed reasonable for them, could not have established the lack of defect.
- 5. Claims for defects of any kind are excluded in respect of features, services, software or other products or services that we explicitly make available as beta versions, unless we are guilty of intent. By their very nature, beta versions are unfinished and may potentially contain defects. Defects of this kind can result in the loss of data or TeamDrive functionality, for instance. The customer should therefore only use beta versions if such defects would not disadvantage them were they to arise and, in particular, would not cause any damage or loss for which they would intend to make us or third parties liable to pay compensation.
- 6. The customer is obliged to notify us without delay of any defects in our contractual performance, particularly defects affecting TeamDrive. Insofar as we were unable to provide assistance as a result of a failure to or delay in making such a notification, the customer shall not be entitled to reduce or not pay the agreed remuneration for the relevant period, to demand compensation for the damage or loss caused by the defect or to effect extraordinary termination of the contract without notice due to the defect. The customer shall be required to demonstrate that they were not responsible for notification not being provided.

## 18. Violation of property rights

- 1. We guarantee that using TeamDrive in accordance with the contract will not infringe any copyright or other third-party property rights.
- 2. If this is nevertheless the case, we shall, at our discretion, either acquire the necessary rights at our own cost or modify TeamDrive at our own cost such that third-party rights are no longer violated while continuing to provide the services due to the customer.

## 19. Liability

- 1. Liability for intent and gross negligence shall be unlimited.
- 2. If material contractual obligations are breached due to slight negligence, the amount of liability shall be limited to foreseeable damage and loss typical for the type of contract, up to a maximum limit of three times the annual remuneration payable to us by the customer. Material contractual obligations are those that must be complied with before the contract can be properly performed and on whose fulfilment the injured party is entitled to rely. The limitation period for claims under this paragraph amounts to one year.
- 3. Paragraph 2 does not apply to claims arising from injury to life, limb and health, in the event of malicious actions, the assumption of a guarantee, liability for initial inability or impossibility for which we are responsible or to claims under the German Product Liability Act (Produkthaftungsgesetz).
- 4. In all other respects, liability on any legal grounds whatsoever is excluded.

# 20. Confidentiality

- 1. We undertake not to disclose the data stored in TeamDrive by the customer. We only process this data in order to fulfil the contract with the customer and only disclose it to third parties to the extent we deem necessary to fulfil the contract based on our reasonable discretion.
- 2. This confidentiality obligation does not apply to data that (i) was in the public domain at the time it was disclosed or subsequently entered the public domain through no fault of our own, (ii) was lawfully known to us when it was disclosed without any non-disclosure obligation being in place, (iii) was lawfully communicated to us by third parties after the time it was disclosed without any non-disclosure obligation being in place and without the third party being obliged to maintain confidentiality vis-à-vis the customer as far as we were aware, (iv) we developed independently without using any confidential information from the customer, (v) we became aware of through a permitted analysis of publicly available services or products offered by the customer, or (vi) is required to be disclosed on the basis of mandatory statutory, official or court provisions or orders.

- 3. This confidentiality agreement will not be affected by the contract coming to an end.
- 4. The paragraphs above do not affect the data processing agreement concluded with the customer or the provisions of clause 21, which take precedence over the provisions of this clause 20.

## 21. Confidentiality obligation pursuant to Section 203 StGB

- If and insofar as the customer is subject to Section 203 of the German Criminal Code (StGB) in respect of the data processed using TeamDrive, we undertake to maintain confidentiality in the knowledge of the criminal consequences of violating an obligation (up to one year's imprisonment or fine). If the customer's company name does not indicate that they fall within the scope of Section 203 StGB, they must notify us accordingly by emailing <u>info@teamdrive.com</u> when concluding the contract.
- 2. We undertake only to obtain knowledge of another's secrets within the meaning of Section 203 StGB to the extent required to fulfil the contract.
- 3. We are entitled to make use of the services of additional persons in order to fulfil the contract. If we do, we shall be required to oblige these persons in text form to maintain confidentiality insofar as they could learn another's secrets within the meaning of Section 203 StGB in the course of their activities. We comply with the legal requirements in respect of their workers. Insofar as we have concluded a data processing agreement with the customer, the provisions of this agreement shall take precedence over those in this paragraph insofar as they impose more far-reaching obligations on us.
- 4. When making use of services that directly serve an individual client of the customer, the customer shall be obliged to obtain the client's consent to other people's secrets being made available in accordance with the statutory provisions applicable to them.
- 5. The customer shall be entitled to end their cooperation with us without delay if compliance with the requirements made of us in accordance with paragraphs 1 to 3 cannot be guaranteed.
- 6. This shall not affect the provisions on the protection of personal data.
- 7. The confidentiality obligation in accordance with the paragraphs above shall not apply insofar as we are required to disclose confidential information of the customer based on an official or court decision. We shall notify the customer accordingly without delay if and insofar as we are able and permitted to do so in an individual case. The provisions of clause 23 apply additionally in this respect.

# 22. Privacy policy

- 1. The processing of personal data by the customer using TeamDrive is subject to the data processing agreement in accordance with Art. 28 GDPR concluded separately with the customer.
- 2. In all other respects, we undertake to process personal data that the customer discloses to us in order to fulfil the contract and that is not covered by the data processing agreement in accordance with the applicable data protection regulations.

# 23. Government measures

Insofar as we are asked by a government body to disclose data relating to a customer, we shall notify the customer accordingly (where possible in advance) within the bounds of what is legally permissible and reasonable for us to do. We shall also make reasonable and commercially appropriate efforts to oppose the request by the government body if, applying our reasonable discretion, we believe it to be unlawful in whole or in part. Insofar as we are able to notify the customer, we shall enable them to join us in opposing the government request.

# 24. Set-off and assignment

- 1. A contracting party is only entitled to exercise a right of retention or set-off insofar as the underlying counterclaim has been established with legal effect or is not disputed.
- 2. The assignment of rights and obligations under this contract or of the contract as a whole to a third party is only permitted with the prior consent of the other contracting party. Consent may not be refused without good reason.

# 25. Force majeure

- 1. Each party shall be temporary released from its performance obligation while being prevented from fulfilling it by force majeure. This shall apply even if the party is already in default or behind schedule.
- 2. "Force majeure" is understood to mean relevant events within the meaning of Section 206 BGB as well as any other exceptional and unexpected event if the party invoking it did not cause the event and could not have expected it, influenced its occurrence or prevented its consequences despite acting with due care, and if the force majeure was the reason preventing it from fulfilling its performance obligation. This applies in particular to war, terrorism, rioting, pandemics, storms and natural disasters or if the obstacle to performance is based on a government order in some other way.
- 3. The party invoking force majeure is required to:

- a. inform the other party about the situation and the reasons behind it in text form without delay;
- b. take the measures required to be able to fulfil its obligations in full once again as quickly as possible, acting with the due diligence of a prudent businessperson;
- c. make appropriate efforts to minimise the negative impact on fulfilment of this contract as far as possible.

## 26. Export and import regulations

- The customer has been made aware that the right to use TeamDrive can encompass services that may be subject to export and import restrictions, sanctions or embargoes in accordance with the applicable legislation. This applies in particular to encryption technology and cryptographic software. In individual cases, therefore, authorisation obligations may apply and/or the use of TeamDrive or related technologies may be subject to restrictions.
- 2. For this reason, the customer shall comply with the applicable export and import control regulations, particularly those of the Federal Republic of Germany, the EU and the United States of America, as well as all other regulations relevant in this regard and shall monitor compliance in accordance with the statutory provisions. Insofar as export and import control regulations prohibit the use of TeamDrive services by the customer, one of their users or a third party to whom services are permitted to be transferred in accordance with the provisions of this contract, the customer shall be required to prohibit or prevent this use. The customer shall also not grant access to TeamDrive services to any third party in any other circumstances where this would violate export and import control regulations. The customer shall notify us of any such violation without delay and, in this respect, shall indemnify us, on our first request, against all damage, loss and claims of third parties, including reasonable costs for legal review and defence.
- 3. Our fulfilment of the contract concluded with the customer is subject to the proviso that this fulfilment is not hindered by any provisions of national or international export and import law or any other statutory provisions.

## 27. Amendments to these general terms and conditions

- 1. We are entitled to amend these general terms and conditions of business at any time, giving at least six weeks' notice. The customer has the right to object.
- 2. To this end, we are required to notify the customer in text form, via the email address stored in their customer account, of our intent to make an amendment, the provisions amended and the existence and exercising of their right to

object. The customer can also be given corresponding notification and details of their ability to object/consent by signing into their customer area.

3. If the customer exercises their right to object before the end of the notification period, the existing terms and conditions of business shall apply unchanged; otherwise, the new terms and conditions shall apply when the notification period ends. We shall be entitled to terminate the contract concluded with the customer, observing the agreed notice period, if they exercise their right to object.

## 28. Concluding provisions

- 1. This contract contains all agreements between the parties concerning the subject matter of the contract. Any ancillary agreements to the contrary and previous agreements entered into over the subject matter of the contract are hereby rendered ineffective.
- 2. Amendments and addenda to this contract require the written form unless the law requires a stricter form. This also applies to any waiver of the requirement for a particular form.
- 3. General terms and conditions of business of the customer do not apply to this contract, even if reference to their inclusion has been made unchallenged in subsequent documents relating to this contract.
- 4. Should a provision of this contract be or become null and void, ineffective or unenforceable, either in whole or in part, or should a provision that is per se essential be omitted, the effectiveness of all other provisions of this contract shall not be affected.
- 5. The contract is exclusively governed by the law of the Federal Republic of Germany. The conflict of laws rules shall not apply unless they are mandatory.
- 6. The sole place of jurisdiction for all disputes in connection with this agreement is the location of our registered office. We are also entitled to take legal action against the customer in one of their statutory places of jurisdiction.

As of March 2021