

General Terms and Conditions

Introduction

The services of Perian GmbH require that the Customer agrees to the following general terms and conditions. By registering, the Customer agrees to these general terms and conditions and the data processing agreement. Conflicting or supplementary contractual provisions or general terms and conditions of the Customer shall not become part of the contract. Perian's General Terms and Conditions shall take precedence over all business, delivery, contractual and purchasing terms and conditions of the Customer. The latter shall not become part of the contract even without express objection by Perian. These General Terms and Conditions shall also apply if Perian performs services to the Customer without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer.

They form the basis for the provision of services by Perian. The contents of the individual terms and conditions may be amended at any time, due to technical, supervisory or other regulatory changes.

§ 1 Contractual partner

The contractual partners are Perian GmbH (hereinafter referred to as **Perian**), Werner-von-Siemens-Str. 6 86159 Augsburg, info@perian.io and the Customer, who is not a consumer within the meaning of § 13 of the German Civil Code (BGB).

§ 2 Subject matter of the contract

(1) The subject matter of the contract results from these General Terms and Conditions, the overriding General Terms and Conditions and license conditions of the Cloud Provider as well as the service descriptions and price lists.

(2) A prerequisite for the use of the services is the successful registration of the Customer as well as the fulfillment of the Customer's obligations to cooperate, § 8.

(3) Deviating provisions must be in writing. The assumption of a guarantee for certain properties (quality) shall also require written confirmation by Perian to be effective.

(4) The quality of the service shall be conclusively determined by the **service description, appendix 1**, which is valid at the time of conclusion of the contract and is available to the Customer via Perian's websites prior to conclusion of the contract. Perian shall not be liable for any additional quality of the service. Perian offers the Customer cloud infrastructure management and optimization, access and usage interfaces, as well as support and maintenance.

(5) Perian shall not be responsible for the data connection between the Customer's computers and systems and the systems operated by or for Perian, namely the router, at the transfer point connected by the Internet address of the service.

(6) Perian is entitled to make changes to the services at short notice and without prior notice, provided that these serve to maintain and/or improve the service.

(7) Perian shall otherwise update and further develop the services at its own discretion. In this respect, Perian shall be entitled to modify the services to a reasonable extent. Perian shall notify the Customer of any significant changes to the services at least four weeks before the time of the change.

(8) In the event of any changes to the services pursuant to § 2 (6) and (7), Perian shall update the **service description, appendix 1**, accordingly and make it available via the Platform.

(9) Perian shall make available or provide the services and accompanying services in accordance with the description of the service periods and parameters (hereinafter "**SLA**") pursuant to § 10. Perian shall not be obliged to make the services available outside the periods agreed in the SLA.

§ 3 Conclusion of contract

(1) Subject to a separate provision, the contract with the Customer is concluded upon successful registration and confirmation.

(2) Access to Perian's services, the Perian Sky Job Platform, requires prior registration. For this purpose, the Customer must provide the following information: Company information, including company name and VAT ID, as well as full name and valid e-mail address of the Customer and payment details.

(3) Immediately after registration, the Customer receives a confirmation e-mail (ready-for-service e-mail) and an administrator account is automatically created. This e-mail serves as confirmation of successful registration and at the same time as notification that Perian's services are now activated and ready for use. The contract between the Customer and Perian is deemed to have been concluded upon receipt of this e-mail, but at the latest upon provision of the service.

§ 4 Granting of rights of use

(1) The Customer is entitled to use the Services for their own purposes within the scope of their business operations within the EU/EEA, as well as the UK, USA, and Switzerland (hereinafter referred to as the "Contract Territory").

(2) The Customer is entitled to access the services via Internet browser or to make them available for use by authorized users. The license model is based on usage-based billing, whereby the number of users is not limited. Instead, billing is based on the actual consumption of the cloud services, which enables dynamic adjustment to the Customer's actual needs. Any form of reproduction of the services that goes beyond the scope of normal use, as well as any use of the services outside the defined Contract Territory, is prohibited without the express permission of Perian. The transfer of

rights of use to third parties or the use of the services in a reseller model is only permitted with the prior written consent of Perian.

(3) "Use" within the meaning of this contract shall mean any permanent or temporary reproduction (copying) in whole or in part by loading, displaying, running, transferring to the working memory or saving the services for the purpose of their execution on Perian's server and/or for the software provided to the Customer on the Customer's hardware. Use shall also include the execution of the aforementioned actions for the purpose of observing, examining or testing the programs provided. If the application documentation is also provided in any other digital form in accordance with the service description, paragraph (3) shall also apply to this.

(4) Insofar as programs are made available to the Customer within the scope of the services, changes to the programs and error corrections are permitted to the extent that they are necessary for the intended use of the programs. Reverse translation (decompilation) of the program code into another form of presentation is prohibited. Excluded from this is a partial translation for the purpose of establishing the interoperability of an independently created computer program with a computer program provided or with other computer programs under the restrictions specified in § 69e UrhG.

(5) The Customer is not entitled to transfer the rights granted in paragraphs (1) to (4) to third parties or to grant these third parties corresponding rights of use. The Customer undertakes not to make the services accessible to third parties without the express written consent of Perian, to rent them out or otherwise allow them to use them for their own purposes or even to act as a service provider vis-à-vis third parties. This shall also apply in the event of a complete or partial sale or dissolution of the Customer's company. Third parties do not include employees of the Customer or other persons as long as they are on the Customer's premises for the contractual use of the service for the Customer's purposes ("users").

(6) Notwithstanding the rights of use granted pursuant to § 4, Perian shall retain all rights to the software of the Services.

§ 5 Data protection and data security

(1) The parties undertake to comply with the applicable data protection regulations. The Customer shall pay particular attention to whether it must obtain the consent of the persons concerned for the transmission of data and, if necessary, obtain it.

(2) Perian processes the personal data, in particular the data of authorized users and the data processed in the context of order planning and disposal execution, as a processor within the meaning of Art. 28 GDPR. The data processing agreement set out in **appendix 3** is accepted by the Customer by using the services.

(3) Perian shall make a daily backup of the Customer's data. Data shall be backed up in such a way that the data backed up for one day of the week shall be overwritten in the next data backup for the same day of the week. A weekly data backup is carried out according to the same principle, in which

the data is also overwritten after four weeks. The regular data backup times are agreed with the Customer.

(4) Long-term data backup shall be the responsibility of the Customer, who may export the data using the services, subject to the restrictions set out in paragraph (1). A re-import of data from a previous status shall only be owed in the event of data loss caused by Perian. Any other "roll-back" of data statuses, for example due to deletions by the Customer, shall not be owed.

§ 6 Support services, troubleshooting

(1) Perian shall provide a support service in accordance with the SLA without additional remuneration, via which the Customer can receive assistance in resolving issues. The Customer can contact the service by telephone, e-mail and Slack. Perian shall provide this support at the times specified in the SLA and in both German and English.

(2) Perian shall document support requests that are based on defects or malfunctions of the software and resolve the error in accordance with the response times agreed in the SLA. The times agreed upon in the SLA do not constitute legal assurances.

(3) When identifying, isolating and reporting errors or other defects, the Customer shall observe the application documentation associated with the services and any instructions provided by Perian. The Customer shall take all reasonable measures necessary to identify, isolate and document errors or other defects.

(4) After receipt of the error message by Perian's hotline service, troubleshooting measures shall initially be carried out by telephone, by sending information by e-mail or via the channel chosen by the Customer, such as Slack or LinkedIn.

(5) Perian shall provide training in German or English for the use of the services by authorized users at the request of the Customer and for a separate remuneration. Perian's current price list shall apply. Other services, such as the adaptation of the service to the special conditions of the Customer or other programming services, require the conclusion of a separate agreement designated for such purposes.

§ 7 Conditions of use

(1) The software of the service provided to the Customer or, if applicable, made available to the Customer has been developed for use on certain hardware and for interaction with certain other programs. These conditions of use are specified in the service description.

(2) The Customer shall ensure that the software and hardware used for integration at the contract start date comply with the specifications outlined in the service description and, unless otherwise agreed, remain state of the art thereafter. Further details can be found in the product specifications continuously published on the website. In accordance with the technical specifications, the

Customer shall ensure that the Internet browser software is set and configured in such a way that it can process the client-side software components of the service.

(3) Perian undertakes to provide updates to the service in accordance with the recognized state of the art without additional remuneration. The Customer shall also install any necessary installations or updates on the client side. Updates within the meaning of this contract are characterized by error corrections or other minor improvements without significant new functionalities. The update obligation does not include the delivery or provision of additionally offered new functionalities or additional components.

(4) If the service is used without complying with the conditions of use pursuant to paragraphs (1)-(3), the warranty obligation pursuant to § 12 shall lapse. In such a case, Perian shall endeavor to provide support pursuant to § 6 to a reasonable extent. However, the support shall only deal with errors that can be detected when using the service under the conditions of use specified in the service description.

§ 8 Obligations of the Customer

(1) The Customer shall provide all cooperation services, particularly contributions, in a timely manner, to the extent required and free of charge, which can reasonably be expected from the Customer for the provision of the services by Perian or which are requested in writing, in particular in the service description. The Customer shall inform Perian without undue delay if they become aware that they cannot fulfill their cooperation obligations properly or only with delay. The Customer shall be responsible for the timely and complete fulfillment of the cooperation obligations.

(2) The success or failure of the performance under this contract is significantly dependent on whether and to what extent the Customer cooperates in the provision of services within their capabilities. Such cooperation is required from the Customer as part of their cooperation obligations. The Customer is particularly obligated to provide the following services:

- (a) The Customer shall ensure the necessary operating conditions on the client side within the meaning of § 7 and the data connection within the meaning of § 2 (7).
- (b) In the case of the provision of Services to be installed, it is the Customer's responsibility to install the latest version of the Services provided by Perian, including the CLI, API and other integrations such as Flyte.
- (c) The Customer shall provide competent personnel as contact persons for troubleshooting and support.
- (d) to protect the usage and access authorizations assigned to them or the users as well as identification and authentication backups from access by third parties and not to pass them on to unauthorized users;

- (e) To ensure that (e.g. when transferring texts and data of third parties to the managed clouds) all commercial and copyright requirements are observed.
- (f) Obtain the necessary consent of the person concerned, insofar as it collects, processes or uses personal data in the context of the use of the services and no legal permission applies;
- (g) To refrain from attempting to retrieve information or data without authorization, or to interfere with programs operated by Perian, or to have such programs interfered with, or to attempt such interference. Furthermore, the Customer is prohibited from circumventing, manipulating or testing security measures in order to gain unauthorized access to Perian's systems.
- (h) Not to misuse the potential exchange of electronic messages for the unsolicited sending of messages or information to third parties for advertising purposes (spamming);
- (i) indemnify Perian against all claims of third parties which are based on an unlawful use of the Services by the Customer, or which are made with the Customer's approval, or which arise in particular from data protection, copyright or other legal disputes associated with the use of the Services. If the Customer becomes aware that such an infringement is imminent, they are obliged to inform Perian without undue delay.
- (j) Back up the data transmitted to Perian regularly and in accordance with the risk, but at least once a day;
- (k) To ensure that the authorized users comply with the provisions listed for the use of the services.
- (l) To keep the information necessary for billing up to date and to adjust it in the portal without undue delay in the event of a change.
- (m) Insofar as it collects, processes or uses personal data in the context of the use of the service and no statutory permission applies, the necessary consent of the person concerned must be obtained.
- (n) If the Customer uses their own container registry, they must provide the access data via the API or the client. The Customer is responsible for managing the container registry, accounts and access data for the container registry. The Customer must ensure that the container images can be properly downloaded with the specified access data.

Insofar as Perian is prevented from providing its contractual services due to the Customer's failure to perform its obligations in accordance with the contract, Perian shall not be responsible for any resulting disruptions in performance.

(3) The Customer shall independently ensure compliance with the legal regulations and official requirements applicable to them and the authorized users, as well as obtaining any necessary official permits.

(4) The Customer undertakes to adhere to the principles of data security, in particular to keep passwords confidential and to change them or have them changed without undue delay if there is a suspicion that unauthorized third parties have gained knowledge of them. The Customer shall also impose this obligation on the authorized users.

(5) The Customer undertakes not to use the services and not to allow users or third parties to use the services for the following purposes:

- violate or encourage the violation of the legal rights of others;
- Engage in, promote or encourage illegal activities, including child sexual exploitation, child abuse, terrorism or violence that may cause death, serious harm or injury to individuals or groups of individuals;
- for unlawful, invasive, infringing, defamatory or fraudulent purposes, infringing the intellectual property rights of others, phishing or creating a pyramid scheme;
- Spread viruses, worms, Trojan horses, corrupted files, hoaxes or other things of a destructive or fraudulent nature;
- gain unauthorized access to the Services or interfere with or impair the use of the Services or the equipment used to provide the Services by Customers, Authorized Resellers or other Authorized Users;
- disable, interfere with or circumvent any aspect of the Services, the Software or the equipment used to provide the Services;
- generate, distribute, publish or facilitate unsolicited bulk e-mail, promotions, advertisements or other solicitations ("spam");
- mining cryptocurrencies; or
- Misuse of resources (activities that lead to excessive or unfair use of infrastructure resources).

(6) Failure by the Customer to provide cooperation services properly, in a timely manner, or at all shall relieve Perian from its obligation to deliver the affected services, particularly with respect to any relevant service levels and deadlines. If the Customer does not provide its cooperation services, does not provide them properly or is delayed, Perian shall nevertheless endeavor to provide the services in accordance with the contract. If additional expenses are incurred due to the Customer's failure to cooperate or failure to cooperate properly or delayed cooperation, Perian shall be entitled to increase the original remuneration appropriately at its reasonable discretion, even if remuneration is based on lump sums or fixed prices.

§ 9 Remuneration and Terms

- (1) Remuneration and ancillary costs are generally net prices plus statutory taxes and charges. Unless otherwise specified, all amounts are in euros and are subject to VAT at the statutory rate. Value added tax shall be charged separately.
- (2) The time intervals for the units of the services to be billed are determined by the billing units of the corresponding cloud provider and can be found in the respective service description.
- (3) If billable services have been provided, Perian shall issue a monthly invoice to the Customer. Depending on the agreement, this shall be stored in the web portal provided for this purpose or sent by e-mail. Invoicing shall take place monthly at the end of the month. The due date shall be the date on which the invoice is received by the Customer. The payment term is 14 days, and the invoice is issued no later than 7 days (within the first 5 working days after the end of the billing period).
- (4) The billing of the prices payable for the use of services will be carried out according to the payment method selected by the Customer. The following payment methods are available:
 - Direct debit (SEPA), incl. SEPA direct debit mandate
 - credit card, debit card
 - Credit System (PERIAN Credits)
 - bank transfer
- (5) In the case of a SEPA direct debit mandate issued by the Customer, Perian shall not debit the invoice amount from the agreed account until 14 days after receipt of the invoice and the SEPA advance notice.
- (6) If a suspension or withholding of services occurs for reasons attributable to the Customer, the Customer shall bear the costs of the suspension and shall remain obligated to pay the monthly fees.
- (7) The Customer shall only have the right to offset claims if their counterclaims have been legally established or are undisputed. The Customer may assert a right of retention only due to counterclaims arising from this contractual relationship.
- (8) Technical consulting, technical assistance and/or queries regarding the functionalities of the service, insofar as they do not constitute warranty cases (support), will be charged separately on an hourly basis at the remuneration rates shown in the **price information, appendix 2**.

§ 10 Availability and service level

- (1) Perian's responsibility ends at the service handover point. The service handover point is the entry point of the Sky Job Platform to the internet. The availability of the Perian Sky Job Platform at the

service handover point is 95% per calendar month and is calculated as follows: It is expressed as a percentage (availability percentage). In this context, the following applies:

$$[(\text{Total service minutes}) - (\text{Total downtime minutes})] / \text{Total service minutes}$$

(2) Tickets can be submitted in German and English "7x24h". This is done by e-mail to support@perian.io or via Slack. After receiving a message from the Customer, Perian creates a ticket and classifies and processes it. The following criticality levels are used:

- Critical events: Processing from Monday to Friday, 9:00 to 18:00 (CET/CEST)
- Non-critical events: Processing from Monday to Friday, 9:00 to 17:00 (CET/CEST)
- Support requests: Processing from Monday to Friday, 9:00 to 17:00 (CET/CEST)

Critical events are faults that affect the availability of a Perian component. Non-critical events are all other faults. Support requests include quota adjustments and general queries about the Sky Job Platform.

(2) The following times apply to the processing of tickets:

- Response time: 24 hours
- Solution times: Best Effort

The response time is the maximum period of time between the receipt of the fault and the start of work to solve the problem.

(3) The Customer will receive status updates regarding the processing via email or Slack. If necessary, the Service Desk will contact the Customer by telephone to clarify questions. Perian shall send the Customer an e-mail upon completion of processing.

(4) Perian shall inform the Customer of interruptions due to maintenance work. Perian shall endeavor to keep disruptions due to maintenance work to a minimum. Maintenance work shall not be considered downtime and shall therefore not be taken into account when calculating availability.

§ 11 Force Majeure

(1) Insofar and as long as a case of force majeure exists, the parties shall be temporarily released from their performance obligations.

(2) Force majeure is an external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means, even with the utmost care reasonably to be expected in the circumstances, and is not to be accepted because of its frequency.

(3) The parties may terminate this contract if a force majeure event lasts longer than 3 months and an amicable adjustment to the contract cannot be reached

§ 12 Warranty

(1) Perian shall make available an up-to-date service description for the respective service provided by it, which specifies the intended use and the conditions of use of the service.

(2) Perian shall be obliged to make available or provide the services free of defects that not only insignificantly cancel or reduce their suitability for contractual use.

(3) In the event of significant deviations from the service description, Perian shall be entitled and, insofar as this is not associated with unreasonable expense, also obliged to rectify the deviations. If Perian does not succeed within a reasonable period of time in remedying the deviations from the service description or in circumventing them in such a way that the Customer is able to use the services in accordance with the contract, the Customer may demand a reduction in the remuneration or terminate the contract without notice.

(4) The Customer shall be obliged to provide Perian with verifiable documentation on the type and occurrence of deviations from the service description and to cooperate in the containment of errors.

(5) The warranty does not extend to defects caused by deviations from the conditions of use intended for the services and specified in the service description.

§ 13 Limitations of liability

(1) In the event of simple negligence, Perian shall only be liable for damages, irrespective of the legal grounds, insofar as these were caused by a culpable breach of a material contractual obligation, namely an obligation whose breach jeopardizes the achievement of the purpose of the contract and/or whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner may regularly rely. Liability in accordance with this paragraph (1) for simple negligence is also limited to the foreseeable damage typical of the contract, the occurrence of which each contracting party had to expect at the time of conclusion of the contract on the basis of the circumstances known to it at that time.

(2) Perian shall be liable without limitation for damages caused by gross negligence or intent. The limitation of liability pursuant to paragraph (1) shall apply in the same way to damage caused by gross negligence on the part of employees or agents of Perian who are not its managing directors or senior executives.

(3) Perian's strict liability pursuant to § 536a (1) Alt. 1 BGB for defects already existing at the time of conclusion of the contract shall be excluded. Perian shall not be liable for the Customer's lack of economic success.

(4) Perian shall only be liable for the loss of data and its recovery in accordance with paragraphs (1) to (3) if such a loss could not have been avoided by appropriate data backup measures on the part of the Customer.

(5) The limitations of liability pursuant to paragraphs (1) to (4) shall also apply mutatis mutandis in favor of Perian's employees and agents.

(6) The liability of the contracting parties for damages caused by intentional acts as well as for claims based on the Product Liability Act (Produkthaftungsgesetz) due to the absence of warranted and/or guaranteed characteristics, due to quality and/or durability guarantees and/or damages resulting from injury to life, limb or health shall remain unaffected.

§ 14 Excluded events

In no event shall Perian be liable under or in connection with this Agreement for any of the following:

1. Utilization and failures:
 - a. The use of alternative instances or services, including those of other providers.
 - b. Failures or malfunctions caused directly by planned or emergency maintenance work or by systems or applications installed on the infrastructure by the Customer or third parties.
 - c. Service interruptions due to legal requirements or official orders.
2. actions of the Customer and third parties:
 - a. Disruptions, failures, and problems resulting from acts or omissions of the Customer, its employees, agents, or improper use of the Services, including but not limited to illegal activities and misuse of the Services.
 - b. Loss, disclosure or misuse of user data not caused by Perian.
3. Security incidents and force majeure:
 - a. Security incidents, including cyberattacks such as DDoS attacks, affecting the services.
 - b. Cases of force majeure, including natural disasters, wars and acts of terrorism.
4. Indirect damage:
 - a. Indirect or consequential damages of any kind, including, but not limited to, loss of business, loss of data, commercial loss, or loss of reputation.
 - b. Misuse of services for illegal activities.

§ 15 Third-party property rights

(1) Perian shall defend the Customer against all claims which are derived from an infringement of an industrial property right or copyright and/or other property rights by the service used in accordance with the contract. Perian shall assume the costs and damages imposed on the Customer by court order, provided that the Customer has notified Perian of such claims in writing without undue delay and Perian reserves the right to take all defensive measures and conduct settlement negotiations.

(2) If claims have been asserted or are expected to be asserted against the Customer in accordance with paragraph (1), Perian may modify or replace the software of the service at its expense to an

extent that is reasonable for the Customer. If this or the obtaining of a right of use is not possible with reasonable effort, either party may terminate the contract without notice if the service infringes the property rights of third parties. In this case, Perian shall be liable to the Customer for the damage incurred as a result of the termination in accordance with § 13.

(3) Perian shall have no obligations if the claims pursuant to paragraph (1) on software or data provided by the Customer are based on the fact that the software and the data contained therein were not used in a valid, unaltered original version supplied by Perian or under conditions of use other than those specified in the service description.

§ 16 Contract term and termination

(1) The contract shall be concluded for an indefinite period. Unless otherwise agreed individually, Perian shall provide the contractual services for the period requested by the Customer ("on demand").

(2) Individual services without minimum terms may be terminated by the Customer and Perian at any time. Services with minimum terms shall end automatically upon expiry without the need for separate termination. Upon termination of individual services, the terminated resources of the Customer shall be deleted and released. The Customer is obliged to back up his application data independently and on his own responsibility before the grace period takes effect. If the Customer has any questions, they can obtain information from the Service Desk about the data backup options.

(3) In the event of changes to the legal conditions to the Customer's disadvantage or significant changes to the service descriptions to the Customer's disadvantage, the Customer has the right to terminate the contract without notice at the time the changes take effect, by providing notice in text form. The Customer shall be expressly informed of the right of termination in the notification of change.

(4) The contract may be terminated by either party without notice for good cause. The right to terminate for good cause shall remain unaffected by para. 1. Good cause shall be deemed to exist for Perian in particular in the following cases:

- (a) The Customer is in default of payment of the agreed remuneration or a substantial part thereof for more than two months.
- (b) The Customer exceeds the rights of use set out in § 4. This applies in particular if the Customer makes the services available to a third party without authorization and/or acts as an agent for this third party.
- (c) Changes to the services lead to significant disadvantages for the Customer.
- (d) The Customer breaches the confidentiality obligation set forth in § 18.

Perian shall only be entitled to terminate the contract in accordance with (b) - (d) without warning, setting a reasonable deadline for the submission of a cease-and-desist declaration, if the conduct has led to a sustained loss of confidence in the Customer's loyalty to the contract.

(3) Notice of termination must be given in writing.

§ 17 Consequences of termination

(1) Upon termination of the contract, the Customer's rights of use to the service software shall expire. In the case of the provision of installed services, the Customer shall be obliged to delete the original as well as all copies and partial copies of the client software of the service when a termination takes effect; this deletion must be confirmed in writing by the Customer to Perian if necessary.

(2) Perian shall delete the data stored by the Customer in the system at the end of the contract. The Customer is requested to export the data using the service before the end of the contract.

(3) The Customer's obligations pursuant to §§ 17 and 18 of this contract shall remain unaffected by the termination of the contract.

§ 18 Confidentiality

(1) The contracting parties undertake to keep confidential for an unlimited period of time all information which becomes accessible to them in connection with this contract and which is designated as confidential or is otherwise recognizable as business or trade secrets of the other contracting party and - unless necessary to achieve the purpose of the contract - not to record, pass on or exploit it. The contracting parties shall ensure by means of suitable contractual agreements with the employees and agents working for them that they also refrain for an unlimited period of time from any exploitation, disclosure or unauthorized recording of such business and trade secrets and only provide them with access to the secrets to the extent necessary.

(2) The confidentiality obligation pursuant to paragraph (1) shall not apply insofar as the permissions and exceptions of §§ 3 and 5 GeschGehG apply, as well as to persons who are authorized by law or by permission of the other contracting party to obtain knowledge and are obliged to maintain confidentiality, as well as to publications which may be required by one of the contracting parties due to legal provisions and/or official orders. Confidential information that is generally known or becomes generally known without the disclosing contracting party being responsible for this is not or no longer subject to the confidentiality obligation. The existence of one of the above exceptions must be proven by the contracting party invoking it.

§ 19 Ancillary agreements, Applicable law

(1) The Customer undertakes to comply with the provisions of export control law.

(2) Should individual provisions of the General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions of the General Terms and Conditions.

(3) If the Customer is a merchant (Kaufmann) or a legal entity under public law, the exclusive place of jurisdiction shall be Augsburg.

(4) With regard to all legal relationships arising from the contractual relationship, the law of the Federal Republic of Germany shall apply to the exclusion of its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).

Attachments

The following appendices form an integral part of this agreement:

Appendix 1: Service description

Appendix 2: Price information

Appendix 3: Data processing agreement