

soffico rents software to the customer and provides support for this, at the customer's request, beyond the obligations set down in the rental agreement.

With regard to the support, the customer can choose one of three different levels (Bronze, Silver or Gold).

All services are performed by soffico exclusively pursuant to these Terms and Conditions. Contractual terms and conditions of the customer do not apply, even if soffico does not expressly object thereto.

Software Rental

1. Subject Matter of Agreement

- 1.1. soffico provides the standard software enumerated in the program sheet (hereinafter "Software") to the customer for the relevant agreed term of the rental agreement, along with the associated user manual ("Delivery Items").
- 1.2. soffico remains the owner of the Software. The customer receives the limited-term rights of use thereof as described in Section 16 hereof.
- 1.3. These Terms and Conditions also apply to the later rental of additional software modules, supplementary software, or scenarios for Orchestra.
- 1.4. These Terms and Conditions do not govern initial training and familiarization or the holding of training sessions by soffico. Advising, analyses of the current situation, installation, integration, data migration, and data conversion are also not part of the subject matter of the software rental. Such services are performed on the basis of contracts to be entered into separately.

2. Delivery; Scope of Performance

- 2.1. The Software is supplied in the form and language mentioned in the program sheet, with a user manual (in English language and in electronic form).
- 2.2. The properties of the Software and the compatibility thereof with various databases and database versions are as set down in the product description (Orchestra White Paper) or, in the case of updates, the release notes.
- 2.3. If a delivery date has been agreed, the time determining whether it has been observed is the time at which soffico provides the Software and user manual to the transporter or at which the Software has been provided in a format that is accessible electronically on the customer portal and the customer has been notified thereof. The passage of risk also takes place at the same time. If the Software and/or the user manual is or are damaged or destroyed after the passage of risk, soffico shall supply a replacement in exchange for reimbursement of the copying and shipping costs. The first and second sentences above apply accordingly within the scope of effecting a cure.
- 2.4. The customer shall receive the Software as executable machine code. There is no claim to the surrender of the source code.
- 2.5. The customer itself is responsible for installing the Software in the customer's system environment.
- 2.6. Visualizations in test programs and/or product and project descriptions do not constitute warranties of quality unless expressly designated as such.

3. Open Source Software Elements

- 3.1. Together with the Software, the customer shall receive as a free addition elements that are licensed from third parties as open source software ("OSS").
- 3.2. Upon request, soffico will be happy to provide advance information concerning the exact list of OSS elements and the associated licenses.
- 3.3. For all OSS elements, the customer shall receive, depending on the conditions imposed in the relevant OSS license, the associated source code alongside copyright notices, disclaimers, and any further notes from the relevant licensors.
- 3.4. The licenses associated with the OSS that is included shall not adversely affect the contractually agreed use of the Software.
- 3.5. The licensing terms applicable to additional OSS that is supplied apply on an exclusive basis and in lieu of these Terms and Conditions. In particular, the license protection mechanisms and provisions on sharing and liability do not apply to OSS elements.

Support

4. Software Updates

- 4.1. soffico shall adjust the Software on an ongoing basis to meet new requirements, in the process remedying errors that are reported or discovered.
- 4.2. To this end, soffico shall supply patches, updates, or upgrades from time to time. The customer shall import these into its data processing system without delay.

5. Customer Service

- 5.1. soffico shall provide support for the customer in using the Software and moreover services that are required to maintain and restore the operational readiness of the Software in the then-current version thereof.
- 5.2. Specifically, soffico shall render the following maintenance services:
 - **Telephone hotline:** soffico shall provide advice and support in connection with the Software's functions to ensure the functionality thereof within the scope of the specifications and the system requirements described therein. To this end, soffico shall provide the customer with a telephone hotline during the service hours. Three persons ("Authorised Persons"), whose names the customer will provide to soffico in writing, are permitted to submit inquiries regarding the handling of the Software via this hotline.
 - **Support Portal:** soffico provides the customer with a portal on the World Wide Web that is exclusively accessible to contractual customers. Using this portal Authorised Persons can submit issues or fault reports and track their processing and the feedback from soffico.
 - **Issue analysis:** Should errors arise in the handling or operation of the Software, the customer shall inform soffico in case of urgent need for action via telephone or email, otherwise using the Support Portal about any suspected or proven program errors. The customer shall provide soffico with all information necessary in order to analyze the issue.

○ Assistance with issues:

soffico shall analyze the parts of the software that are affected by the error. If the analysis reveals that the matter concerns an issue in the Software, the customer will receive information by telephone or email as to how to resolve the issue or work around it. Errors shall be resolved by supplying corrective programs (patches or service packs). Issue resolution services can be provided, at soffico's discretion, through a work-around or by supplying an update or upgrade and, by arrangement with the customer, also by supplying a new version.

○ **Further development and updates:** soffico shall develop and provide the customer with updates or upgrades to the Software on an ongoing basis.

○ Remote maintenance:

The customer has established the technical conditions required for remote maintenance services on its side. Therefore, soffico is able and entitled to provide maintenance services remotely. soffico shall take suitable measures to ensure that third parties cannot penetrate the customer's electronic data processing system without authorization via the remote maintenance system. At a minimum, soffico shall implement the security measures as specified by the customer.

5.3. The maintenance shall also cover the documentation pertaining to the Software.

5.4. These services also include addressing errors or other defects in the Software of which soffico becomes aware independently of the customer's use of the Software. Nothing herein shall affect any existing claims regarding defects on the part of the customer.

6. Excluded Services; Services Billed Separately

The following services are not included in the contractual remuneration and will be billed separately if performed by soffico:

- Customer service outside the agreed service hours;
- Services for parts of the Software that have been modified by programming work not performed by soffico;
- Services for computer programs or parts thereof that do not belong to the Software,
- Services for individual adjustments and expansions of the Software;
- Services to the extent that updates or other error fixes provided by soffico have not been installed and these already resolved the error that has been reported, unless installation thereof is unreasonable for the customer for reasons for which the customer is not responsible;
- Services for software with a release status that soffico no longer maintains as a basic principle;
- Services that can be performed at soffico's headquarters, but are performed at a different location at the customer's request; and
- Services that become necessary because the customer fails to meet its obligations of cooperation.

7. Service Hours; Availability

- 7.1. The support portal to report issues or faults and track their processing is available to the customer 24 hours a day, 7 days a week. The support portal is available via the Internet 98% of the time during the year.
- 7.2. Unless otherwise agreed below for specific services, the service hours are from 9:00 a.m. to 5:00 p.m. CET on working days, meaning Monday through Friday with the exception of legal holidays observed at the Augsburg location.
- 7.3. soffico offers the following levels for the availability of maintenance services:
 - o **Bronze:** The Bronze maintenance level means that all maintenance services are performed only during the service hours. In this maintenance level, the availability hours for the telephone hotline coincide with the service time.
 - o **Silver:** The Silver maintenance level means that the telephone hotline is available to the customer from 7:00 a.m. to 10:00 p.m. CET Monday through Saturday (except legal holidays observed at the Augsburg location – availability hours). Troubleshooting, assistance with issues, and remote maintenance are provided during this time only for issues that have been classified as Priority 1 according to Section 9.1; all other issues are handled during the regular service hours as per Section 7.2.
 - o **Gold:** The Gold maintenance level means that the telephone hotline is available to the customer 24 hours a day, seven days a week (availability hours). Troubleshooting, assistance with issues, and remote maintenance are provided during this time only for issues that have been classified as Priority 1 according to Section 9.1; all other failures are handled during the regular service hours as per Section 7.2.

8. Acceptance of Inquiries

- 8.1. The customer can submit inquiries (issue reports, questions, service requests, suggestions for improvements; hereinafter "Tickets") 24 hours a day via the Support Portal or email to orchestra-support@soffico.de and by telephone during the service hours at +49 821 / 455 901 77 (with call-back service).
- 8.2. The call-back service for reported tickets shall be provided during regular service hours by persons commissioned by soffico.
- 8.3. Inquiries via telephone shall be accepted and answered in German and English during regular service hours.

9. Classification of Tickets

- 9.1. When submitting Tickets via the support portal, Authorised Persons can preselect one of the priority categories described below.
- 9.2. After receipt of an adequately specified description of the issue, the behavior possibly associated with the issue, the affected components of the Software, and any steps that have already been taken, soffico shall classify Tickets not yet classified containing issue reports or adjust the categorisation assigned by Authorised Persons in the Support Portal accordingly as follows:
 - o **Priority 1: critical issue**
This issue causes the failure of the Software in its entirety or of key parts

thereof, rendering the use thereof entirely or nearly entirely impossible. Operational procedures are adversely affected to such an extent that immediate corrective action is essential.

Priority 2: serious issue

The Software's functioning is adversely affected, but it can be used to a limited extent. The issue significantly limits the use of the Software, but the customer can work around it by means of organizational or other means that are economically reasonable. Concurrent occurrence of several serious issues can lead to a critical issue.

Priority 3: other issue

Other issue that does not adversely affect the use of Software or does so only to a minor degree.

- 9.3. The classification shall be realized within four hours during service hours in the customer's reasonably exercised discretion with adequately consideration for how the issue reported affects the customer's business operations. Authorised Persons can view the respective classification of their reports at any time via the Support Portal.
- 9.4. In the case of Priority 1 issue reports, soffico shall attempt to classify the issue within one hour if at all possible.
- 9.5. In addition, soffico shall notify the customer of the status of the issue report via email. This shall be done as follows:
 - o Hourly for Priority 1 issues;
 - o Daily for Priority 2 issues; and
 - o Every two to three working days for Priority 3 issues.

10. Response Times and Ticket Handling of

- 10.1. Following classification, soffico shall respond as follows to the customer's issue reports within the following time limits ("Response Time"):
 - o **Priority 1: without delay**
soffico shall initiate issue resolution. If resolution is not possible in the short term, soffico shall provide a temporary solution (such as a temporary error fix or workaround) within one working day after the issue is reported. If soffico is unable to provide a solution within one working day, crisis management shall be initiated between soffico and the customer, with the involvement of the relevant executive management.
 - o **Priority 2: within two hours**
The goal is to provide the customer with a solution (issue resolution or temporary solution) within three working days.
 - o **Priority 3: within one working day after receipt of the issue report**
A statement of position and a suggestion for resolving the issue shall be provided within five working days after the error is reported. If the issue cannot be resolved directly and it is not possible to implement a provisional solution with reasonable levels of time, effort, and expense, the issue must be resolved with the next update or upgrade.
- 10.2. Once the Ticket has been processed by soffico's feedback, it is closed by soffico in the Support Portal. All entries can still be accessed by the Authorised Persons. If necessary, the customer can reopen a closed Ticket, e.g. if the suggested troubleshooting failed.

11. New Program Versions

- 11.1. soffico shall ensure that the Software is adjusted to reflect the then-applicable statutory requirements and that a consistent release status is ensured within the system.
- 11.2. soffico shall collect requests from all customers for expansions, modifications, or adjustments over the entire year. Once annually, a major user conference will be held in this regard. A release plan shall be prepared for updates and upgrades based on the full range of suggestions provided, after these are prioritized by the majority of customers.
- 11.3. soffico shall provide the customer with new program versions (updates or upgrades) at least twice per calendar year.
- 11.4. New program versions must be backwards compatible with the prior Software versions, including specified interfaces between the Software and other software.
- 11.5. New program versions must be supplied in machine-readable form. soffico shall advise the customer promptly of the availability of new releases.

12. Other Error Resolution and Adjustment Services; Consulting

- 12.1. At the customer's request and based on a separate order, soffico shall perform other adjustment services, including but not limited to the following:
 - o Modifications to the Software that are not part of the subject matter of the maintenance services, particularly adjustments to new products/systems and changed workflows on the customer's end;
 - o Adjustment of the Software to a modified hardware and/or software environment on the customer's end, including new program versions (such as new releases, updates/upgrades) to third-party software used in the system;
 - o Eliminating malfunctions that have arisen due to improper operation of the Software by the customer, through *force majeure*, third-party interference, or other effects not caused by soffico;
 - o Any other adjustments, additions, and expansions to the Software based on the customer's requests; and
 - o Consulting services that go beyond the provision of information via the hotline.
- 12.2. A claim for remuneration on soffico's part requires a written order from the customer. If more extensive development is needed, the order must also include details concerning the requirements specifications and technical specifications and a timeline.
- 12.3. soffico is permitted to decline to perform other error resolution and adjustment services and to provide advice only if the performance thereof is demonstrably unreasonable for soffico within the scope of its operational performance capacity.

13. Terms of Use of the Support Portal

- 13.1. The Support Portal may only be used by Authorised Persons within the scope of this agreement. Subletting to or letting use by third parties is not permitted.
- 13.2. The customer shall not be granted any further rights, in particular to the infrastructure services provided for the operation of the Support Portal or any infrastructure services provided in the respective data centre.

13.3. If the scope of use is exceeded in breach of contract by the customer or his Authorised Persons or in the event of unauthorized transfer of use, the customer shall, upon request, immediately provide all information available to it to assert claims for use in breach of the contract, in particular the name and address of the users concerned.

13.4. soffico may revoke the customer's access to the Support Portal and/or terminate this contract if the customer significantly exceeds the permitted use or violates regulations for protection against unauthorized use. To this end, soffico may interrupt or block access to the contractual services, yet soffico must generally set the customer a reasonable grace period for remedial action beforehand. The mere revocation of access authorization shall not be deemed to be a termination of the contract. The revocation of access without termination can only be maintained by soffico for a reasonable period of up to three months.

13.5. The customer shall be entitled to reinstatement of access authorization and access to the support portal if he can prove that he has ceased use in breach of the contract and prevented future use in breach of the contract.

14. Customer's Obligations of Cooperation

14.1. The customer shall work closely and efficiently with soffico when requesting customer service. To this end, the customer's responsibility with regard to matters of personnel and organization and subject-specific and technical matters is key. This includes, but is not limited to, the following:

- o providing proper records, documentation, and information as necessary for the performance of services, particularly regarding existing systems, devices, computer programs and portions thereof that are supposed to interact with the service to be performed and documenting changes in the system environment in this regard (hardware and software) and providing these to soffico;
- o providing necessary database, network, and server log files;
- o transmitting to soffico upon request a current database dump, interface scenarios, log files, configuration files, etc. (data anonymized by the customer where necessary);
- o providing test data and building and providing any test environment that may be necessary;
- o supporting soffico during functional and integration tests;
- o documenting issues in the Software or errors in maintenance services that have been performed that are identified during test or live operation in an understandable form and communicating this to soffico without delay;
- o assisting in narrowing down the error; and
- o if necessary, granting soffico access on site, during normal business hours and within the necessary scope, to the customer's own premises and to the hardware and software necessary to perform the services and providing the necessary technical equipment and systems. Where necessitated by the urgency of the relevant service, access must also be granted outside the

customer's normal business hours. soffico shall take care to ensure that the customer's business operations are disrupted as little as possible by any activities conducted on-site.

14.2. The customer shall designate to soffico at least three employees who work at the location where the Software is installed to act as Authorised Persons. The customer shall communicate any changes in the Authorised Persons without delay. Each Authorised Person must have experience working with the Software. Only the Authorised Persons are authorized to submit issue reports.

14.3. The customer must protect the access authorisations assigned to him or the Authorised Persons as well as identification and authentication information for the use of the Support Portal from access by third parties and not pass them on to unauthorized persons.

14.4. The customer is solely responsible for the content of the data entered in the Support Portal by him and/or the users authorized by him. soffico does not check data entered in this respect.

14.5. The customer shall, prior to reporting an issue, perform an analysis of the system environment within the scope of its capabilities to ensure that the issue is not attributable to system components that are not part of the subject matter of this Agreement.

14.6. The customer shall import updates provided by soffico, or undertake other measures to resolve errors, without delay.

14.7. The customer shall ensure ongoing system management of the system environment in which the Software runs. To that end, the customer shall maintain its system environment (hardware and software) on an ongoing basis.

14.8. The customer is responsible for backing up its existing data regularly with the due diligence of a prudent business entity. In particular, it shall perform a complete data backup of all system and application data concerned immediately before each installation and/or other interventions by soffico or by any third parties commissioned by soffico. The data backups must be stored in such a way that the backed-up data can be restored at any time.

14.9. The customer shall procure for soffico the right to use third-party systems to the extent to which this is necessary in order to perform services pursuant to this Agreement.

14.10. If the customer falls into default of performance of obligations of cooperation, soffico's obligations of performance shall be suspended for the duration of the default where, in the absence of the action required of the customer, such performance is impossible or is possible only with disproportionate additional investment of time, effort, and expense. The customer must reimburse soffico for additional time, effort, and expense incurred in addition to the agreed remuneration on the basis of the then-applicable person-day/hourly rates.

Overarching Provisions

15. License Protection Mechanisms

15.1. soffico is entitled to take reasonable technical measures to protect against use that is in breach of contract. These measures always concern only preventing the execution of Software copied without authorization. No

personal data shall be transferred to soffico or third parties in the process.

15.2. The Software is supplied equipped with a mechanism to protect against copying. This mechanism uses a digital "watermark" to tie the Software to the system on which it is installed.

15.3. Until such time as the watermark is created, the customer shall receive a temporary license valid for 19 days that is independent of the hardware. Within this period, it is the customer's responsibility to send an activation query from within the Software. The Software then uses key technical data from the server on which it runs to create an activation query with a digital watermark. After the activation query is transmitted to soffico, the customer receives a license file for the customer's server. After the license file is imported and the relevant server is reviewed, the Software is executable for an unlimited term on the server for which the license file was created.

15.4. Transferring the Software to other servers or modifying the server infrastructure is possible at any time. To this end, soffico shall provide a new license file upon request.

15.5. Removing or circumventing the copy protection is not permitted in principle. Should the copy protection adversely affect or prevent the disruption-free use of the Delivery Items and should soffico not remedy the disruption within a reasonable period despite a request to that effect, the customer is permitted to circumvent or eliminate the copy protection on its own.

16. Rights of Use

16.1. soffico grants the customer, for the term of the rental agreement and on the precondition that the ongoing rent is paid, a non-exclusive right, unlimited in geographic scope, to use the Software at the workstations and for the interfaces as described in the program sheet, on computers on which it has been installed and the license file has been imported, and after the transfer of the copy protection, also on other computers at its business premises for its own purposes and as described in this Agreement and in the manual.

16.2. The customer is entitled to reproduce the Software only to the extent necessary for its own use as agreed. The customer is permitted to load the Software to the working memory and onto the hard drives of the hardware used by the customer and on the workstations enumerated in the program sheet at the same time (number of licenses).

16.3. The customer is permitted to create the backup copies necessary for safe and secure operation. These must be labeled as such and (to the extent possible in technical terms) equipped with the copyright notice from the original data storage medium. The user manual must not be copied except for internal operational purposes.

16.4. The customer is not authorized to transfer the right of use granted to it to third parties or to permit third parties to use the Software.

16.5. All other types of use of the Software, particularly translation, modification, arrangement, other changes (other than the exceptions stipulated in Sec. 69d and 69e of the German Copyright Act (UrhG)), and other distribution of the Software (offline or online), rental and lending thereof to others,

whether on a non-gratuitous or gratuitous basis, require soffico's written consent.

16.6. If the customer receives supplements, updates, upgrades, or new releases (hereinafter "New Versions") of the Software within the scope of provision of a replacement or a cure or of software maintenance, these Terms and Conditions also apply to the New Version, subject to the condition precedent of the installation of the New Version by the customer. Upon installation of the New Version, the rights of use granted to the customer pursuant to Section 15 shall pass to the New Version. With regard to the previous versions used by the customer until then, all rights of use expire except the rights of use acquired pursuant to Section 3.5 with regard to OSS supplied free of charge with the Software.

16.7. In all cases in which the customer's right of use terminates (e.g., rescission, provision of a replacement), the customer shall surrender all Delivery Items supplied – except OSS supplied free of charge with the Software – without delay and delete any copies thereof except where the customer is obligated by law to store these for a longer time.

17. Remuneration; Payment Terms; Recalculation

17.1. soffico provides the Software to the customer in exchange for the license fees mentioned in the program sheet.

17.2. All sums are net amounts with value-added tax (VAT) at the statutory rate applying in addition.

17.3. The rent is due for the first time as from the time of delivery and, during the period thereafter, on the third day of each calendar month, payable in advance.

17.4. The customer shall receive a standing invoice for ongoing payments of the rent.

17.5. soffico is entitled to raise the rent after a term of 12 months. If the customer does not wish to accept the increase, the customer can terminate the Agreement by way of ordinary termination. If notice of termination is submitted, the rent shall remain the same up to the end of the Agreement.

17.6. Any use of the Software beyond the contractually agreed use is permitted only with soffico's prior written approval. In the case of additional use without this approval, soffico is entitled to bill for the rent applicable to this separately, in accordance with the then-applicable prices, unless the customer demonstrates that the amount of damage or loss actually sustained by soffico is significantly lower. Nothing herein shall affect any further claims for damages outside the Agreement.

18. Duty of Proper Care

18.1. The customer shall store original data storage media that are supplied in a location that is safeguarded against unauthorized access by third parties and shall urge its employees to comply with the present Terms and Conditions.

18.2. It shall notify soffico without delay if there is any suspicion of unauthorized access to the original data storage media or a possibility of unauthorized reproduction of the Software.

19. Material and Legal Defects

19.1. soffico shall procure the software for the customer free of material and legal defects. With regard to the specific quality of the

Software, the operative factor is the performance specifications reflected in the white paper at the time of the Parties' entry into the contract or, in the case of updates, that reflected in the associated release notes. Functional impairments resulting from the hardware and software environment used by the customer, improper use, harmful external data, issues with computer networks, or other reasons originating in the customer's sphere of risk do not constitute defects.

19.2. soffico makes no warranty for Software that the customer has modified unless the customer demonstrates that the defect reported was not caused by the change.

19.3. soffico shall furnish a warranty in the case of material defects by effecting a cure, which it may do, at its discretion, by either remedying the defect or supplying a replacement. The cure may be effected in particular by providing a new program version or by soffico pointing out possible ways to avoid the effects of the defect. The customer is also obligated to accept a new program version if this leads to levels of time, effort, and expense associated with adjustment that are acceptable for the customer.

19.4. The customer shall support soffico as needed in analyzing and eliminating defects and, at soffico's request, shall provide the relevant project data permitting the defect to be reconstructed or reproduced.

19.5. In the case of legal defects, the cure is effected by soffico procuring for the customer the possibility of using the software with no legal issues. soffico is permitted to replace the affected software with equivalent software that corresponds to the contractual provisions if this is acceptable for the customer. If third parties assert industrial property rights against the customer, the customer shall notify soffico in writing without delay. soffico shall, at its discretion and by arrangement with the customer, either defend against or satisfy the claims. The customer is not permitted to acknowledge third-party claims on its own. soffico shall defend against third-party claims at its own expense and shall indemnify and hold harmless the customer from and against all costs, damage and/or losses associated with defending against the claims where these are not based on conduct on the customer's part that is in breach of duty.

19.6. If the cure fails, the customer has the right to reduce payment or terminate the agreement on the basis of these Terms and Conditions. Claims for damages are subject to the provisions of Section 19.

19.7. The customer is not permitted to enforce a reduction of the rent by applying a deduction to the agreed rent. Nothing herein shall affect enrichment claims or claims for damages in this regard.

19.8. If soffico performs troubleshooting or issue resolution services without being obligated to do so, this must be remunerated at soffico's customary hourly rates. This applies in particular if a defect cannot be proven or is not attributable to soffico.

20. Data Protection, Use of Data

20.1. The customer grants soffico the right to duplicate the data to be stored by soffico for the customer for the purpose, insofar as this is necessary for the provision of the services provided under this contract. soffico is also entitled to store the data in an outage system or separate outage data centre.

20.2. soffico shall use the Customer's data processed in the Support Portal, which soffico becomes aware of in the course of the fulfilment of this contract, only for the purposes of error analysis and software maintenance.

20.3. As a rule, the subject of troubleshooting is the software, not the data created and/or processed with it. If the customer's data must be accessed in order to localise an error or for testing purposes, the customer shall ensure that this is done in compliance with all data protection regulations.

20.4. Insofar as soffico can access personal data of the customer or from the customer's area, soffico shall act exclusively as a processor and shall only process and use this data for the fulfilment of the contract. soffico shall observe the customer's instructions for the handling of this data. The customer shall bear any disadvantageous consequences of such instructions for the fulfilment of the contract. If necessary, the customer shall agree further details with soffico regarding the handling of its data in accordance with the requirements of data protection law.

20.5. The customer shall remain the controller both generally in the contractual relationship and in terms of data protection law. If soffico processes personal data (including collection and use) in connection with the contract, the customer warrants that soffico is authorised to do so in accordance with the applicable provisions, in particular those of data protection law, and shall indemnify soffico against claims by third parties in the event of a breach.

20.6. Between soffico and the customer the latter shall be responsible for the processing (including collection and use) of personal data vis-à-vis the data subject, unless soffico is responsible for any claims of the data subject due to a breach of duty attributable to it. The customer shall responsibly examine, process and respond to any enquiries, applications and claims of the person concerned. This shall also apply in the event of a claim against soffico by the person concerned. soffico shall support the customer within the scope of its obligations.

20.7. soffico shall store that the customer's data exclusively in the territory of the Federal Republic of Germany, in a member state of the European Union or in another state party to the Agreement on the European Economic Area, unless otherwise agreed.

21. Liability

21.1. Damages for initial defects in the Software are ruled out.

21.2. Liability for initial incapacity, default, and impossibility is limited to five times the monthly rent.

21.3. soffico's liability for damages, irrespective of the legal basis therefor, including but not limited to liability arising from impossibility, delay or default in delivery, breach of duties in case of contractual negotiations, or tortious acts, is limited pursuant to the provisions of this Section.

21.4. In all other respects, soffico is liable without limitation only for intent and gross negligence, including on the part of its statutory representatives and executive staff. soffico is not liable for fault on the part of other vicarious agents except within the scope of its liability for initial incapacity pursuant to the foregoing paragraph.

21.5. soffico is not liable for ordinary negligence except to the extent that a duty is breached and compliance therewith is of particular importance to achieving the purpose of the Agreement (cardinal obligation). If a cardinal obligation is violated, the limitation of liability for initial incapacity pursuant to Section 21.1 must be applied accordingly.

21.6. soffico is liable without limitation, where relevant, pursuant to the German Product Liability Act (ProdHaftG), in case of malicious concealment of a defect, for damage and/or losses arising from loss of life, bodily injury, or impairment of health, in case of intent or gross negligence.

21.7. Liability for data loss is limited to the typical cost of recovery that would have been incurred if backup copies had been made regularly and in keeping with the risk, unless the specific case falls under the provisions of Section 21.4 or Section 21.5, first sentence.

22. Limitation of Claims

22.1. Claims of the customer for damages and those concerning material or legal defects (Sections 19 and 21) shall lapse within one year after delivery. If the legal defect consists in a right in rem of a third party based on which the surrender of the Software can be demanded, the statutory limitation periods apply.

22.2. For other claims of the customer arising from a contract or from an obligation (Sec. 311 (2) of the German Civil Code (BGB)), a limitation period of one year from the statutory commencement of the limitation period applies. These claims shall lapse no later than at the end of the statutory maximum time limits (Sec. 199 (3) and (4) BGB).

22.3. In the case of personal injury (including violation of freedom) and in the case of intent and gross negligence, the statutory limitation periods apply.

23. Right of Naming as a Reference

The customer shall permit soffico, until this permission is revoked, to name it as a reference customer. In so doing, soffico is also permitted to use the logos of the customer's company as used by the customer in its business dealings.

24. Term; Termination

24.1. This Agreement is entered into for an initial fixed term of 12 months.

24.2. After that, the Agreement is subject to termination by way of written notice by either Party, with a notice period of two months applying to the customer and three months applying to soffico, effective as of the end of a calendar half-year.

24.3. Nothing herein shall affect the rights of both Parties to terminate the Agreement by way of extraordinary termination with immediate effect.

24.4. In addition to the grounds enumerated in Sec. 543 (2) BGB, soffico is entitled to terminate this Agreement by way of extraordinary termination if

- a) a petition for the opening of insolvency proceedings concerning the customer's assets is filed or is rejected for lack of sufficient assets; or
- b) the customer breaches its duties of care pursuant to this Agreement, permits third parties to use the Software in breach of contract, or unlawfully makes program copies.

24.5. In the event of termination with immediate effect, the entirety of the rent for the remainder of the term of the Agreement must be paid by the customer, less any expenses soffico is spared.

25. Amendments to the Support Terms

25.1. soffico is entitled to amend the support terms if there is a compelling reason to do so, provided the amendments are limited to an adjustment in this respect. Such reasons include, but are not limited to, new technical requirements or developments, changes in case law, or significant changes in the Parties' economic circumstances.

25.2. If the contractual balance between the Parties would be significantly disrupted thereby, the change will not be made.

25.3. If a change is planned, soffico shall notify the customer thereof in writing at least six weeks before the planned date on which the change is to take effect. In such a case, the customer shall have the opportunity to make a written objection up until the planned date on which the change is to take effect. To meet the deadline, it is sufficient to transmit the objection in due time.

25.4. If no objection is made, the new terms and conditions are deemed to have been approved. In the event of a timely objection in due form, the earlier terms and conditions shall continue to apply within the relationship between the Parties.

25.5. soffico shall notify the customer separately of the consequences of failure to object and of the right to terminate the Agreement when notifying the customer of the changes.

26. Final Provisions

26.1. The laws of the Federal Republic of Germany shall govern this Agreement, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

26.2. The customer cannot offset claims of its own against those of soffico except where the customer's claims are undisputed or have been established with final, binding legal force. The customer has no right of retention except with regard to counterclaims that are undisputed or have been established with final, binding legal force and arise from the same contractual relationship or in the case of gross breaches of duty on soffico's part.

26.3. There are no oral side agreements. Any amendments or addenda to this Agreement are not valid unless set forth in writing. This also applies to the written form requirement. The written form requirement is not met by transmitting emails unless they bear a qualified electronic signature (Sec. 126a BGB).

26.4. The sole place of jurisdiction is Augsburg if the customer is a merchant or a public-law legal entity.