

General Terms and Conditions of Delivery and Trade

as of May 10, 2019

The provisions below apply exclusively to business transactions with traders within the meaning of the Commercial Code (HGB), legal entities under public law, or special funds under public law. By mutual agreement, they are an integral part of the contract; they take precedence over deviating purchasing terms or similar conditions of the customer.

1 Sphere of Application

- 1.1. The following Terms and Conditions of Delivery and Trade apply to all business dealings, in particular to all future business, even where no special reference is made to them, and regulates these dealings conclusively. They apply exclusively to contract partners who are traders within the meaning of the Commercial Code, legal entities under public law, or special funds under public law (customer).
- 1.2. The terms and conditions of exceet Secure Solutions GmbH (hereinafter: "exceet") apply exclusively; other conditions do not apply, whether or not any express objection has been raised to such other conditions.

2 Tender

- 2.1. Specifications and price lists in tenders are always non-binding and subject to change, unless the tender specifies otherwise.
- 2.2. Together with the General Conditions of Trade and Delivery of exceet, the information contained in tender documents is the sole basis for the service to be rendered. The customer shall review the tender documents carefully prior to placing an order, in particular, but not limited to, any indication of capacities, response times, technical and customer-specific specifications, interoperability and technical prerequisites of deployment. Compliance with technical and other norms is only required where such compliance is mandatory or expressly included in the tender documents. The most recent version at the time of order placement applies.
- 2.3. Orders are considered accepted only when they have been confirmed by exceet in writing within a period of three weeks.

3 Other Services

- 3.1. exceet shall perform the agreed services with reference to the project objectives and contribute the skills and capabilities customary in the industry. Unless the tender explicitly provides otherwise, training and introduction of customer-side staff shall be provided only against separate order and invoice.
- 3.2. Upon consultation with the customer, exceet is authorized to employ third parties as agents. Such consultation with the customer is not required where exceet relies on employees of associated enterprises or exceet Group enterprises to perform the services. For the remainder, the assignment to third parties of rights deriving from this contract, be it in their entirety or as entitlements to individual services, requires the express written consent of the customer. Such consent may only be refused on substantial grounds.
- 3.3. Overtime, long-distance telephone calls and other expenses incurred by exceet in performing its services as a result of special deadline requirements set by the customer shall be paid by the customer to exceet based on the rates applicable in each instance. exceet shall notify the customer before such costs arise.
- 3.4. Unless otherwise specified, all services shall be provided on working days between 9:00 a.m. and 5:00 p.m. Central European Time.

4 Technical Support

- 4.1. Technical support comprises the following services:
 - a) Defect service for software and online services provided by exceet via telephone support, remote system access and/or program updates.
 - b) Customization of software provided by exceet in response to changes in law (e.g. modification of HASH algorithms by the Federal Network Agency).
- 4.2. Technical support does not comprise the following services:

- a) Supply of program upgrades which provide additional functions and/or expand the range of functions
- b) Supply of program upgrades, patches or other debugging activities for third-party providers (external software) which may have been made available by exceet in the context of a tender/ delivery contract.
- c) On-site support, consultancy or other services which may be required in the context of error diagnosis or debugging.

- 4.3. The following response times are agreed: Event Class 1 (eight hours), Event Class 2 (one working day), Event Class 3 (five working days). Response times shall be calculated from the moment of receipt of a qualified event report, shall be interrupted outside service hours as specified in No. 3.4, and shall end with one of the following responses/reports by exceet, namely (a) that the event report has been received and is being processed, or (b) that additional information is required to process the event report, or (c) that an appropriate rectification has been / will be made.

- 4.4. The following event classifications are agreed:

- a) Event Class 1 (critical): The software / service cannot be operated and/or used as intended.
- b) Event Class 2 (urgent): The software / service can be operated and/or used as intended but has been interrupted; there is a high risk of recurring operational malfunction, or operations are severely limited and can be maintained only with considerable effort.
- c) Event Class 3 (normal): Despite a repeated occurrence of malfunctions, the software / service can be operated and/or used as intended, with minor restrictions. These restrictions cause minimal customer-side constraints. Technical documentation is faulty.

- 4.5. In order to guarantee event resolution, qualified reporting of events is essential. Qualified in this sense means that all information required for purposes of event resolution, e.g. precise description of the event, software status, operational environment, etc. are notified to exceet.

- 4.6. Maintenance interruptions regarding software license contracts & hardware (excluding rental contracts):

Maintenance fees for software license contracts and hardware are calculated on the basis of the applicable rate quoted in the price list, with reference to a continually updated and maintained product.

A maintenance interruption for a certain product occurs when the maintenance of a product is suspended, or where maintenance is ordered or contractually agreed at a later date than the date of delivery or installation. Restoring the product to continual maintenance status following a maintenance interruption requires increased effort to review current status, supply any necessary interim updates, perform support services and reactivate the individual maintenance account. When concluding a maintenance contract following a maintenance interruption or at a later date than the date of delivery or installation, exceet shall also invoice the maintenance fee for the period of interruption plus an additional reactivation surcharge of 25%.

- 4.7. Technical defect support shall be provided exclusively via the central email address (support@exceet.de). exceet reserves the right to supplement defect support with telephone support (standard telephone charges apply). Support services shall be provided on working days from Monday to Friday between 9:00 a.m. and 5:00 p.m. (Central European Time).

5 Limitations on Online Services

- 5.1. exceet online services are conceived as a continual service and are operated and maintained appropriately. Nevertheless, planned or unplanned performance constraints may occur.
- 5.2. exceet states explicitly that the availability of online services, particularly for signature and timestamp verification, depends *inter alia* on the individual operators and communications links, services and external servers (e.g. issuers of electronic certificates, mail servers, internet feeds, etc.). Outages caused by these installations and connections or connection paths cannot be attributed to exceet.
- 5.3. exceet reserves the right to conduct unannounced maintenance works, upgrades or modifications which have only minor impacts on the use of the online services. Regular maintenance work which has a greater than minor impact on the use of the online services shall be conducted by exceet only during the regular maintenance window. Unless otherwise specified within the respective individual contract, the time and duration of the maintenance window is Sundays from 10:00 a.m. to 6:00 p.m.

6 Interfaces

- 6.1. The programming interfaces of exceet products are subject to continual technical upgrading. exceet reserves the right to make technical modifications to the interfaces where such modifications are required by changes in law and/or technical progress.
- 6.2. In such instances, the customer shall be notified only to the extent that programs already delivered by exceet must be modified to enable exceet to perform the relevant services. In such instances, the customer is obligated to install any required program components, updates, upgrades and/or releases. Any remuneration is determined by the reasons for the modification as well as the agreement negotiated with the customer.

7 Customer's Duties of Cooperation

- 7.1. In addition to the cooperation duties specified in the tender, the customer shall generally provide such conditions as are required to enable exceet to perform its services. The customer shall provide the deliveries and services to which he is obligated at the agreed times. Where such times have not been negotiated, the customer shall provide said services within a timeframe which permits exceet to meet its delivery and performance deadlines. The Parties acknowledge that cooperation on the part of the customer is a key prerequisite for successful service performance on the part of exceet.
- 7.2. In particular, the customer shall make the required premises, storage and working facilities, electrical connection points and other technical resources available in a timely fashion, and provide exceet with unimpeded access to the respective places of installation and performance. Without prompting or delay, the customer shall further make available any information and documentation required for service performance by exceet. Technical documents shall be supplied in the form requested by exceet.
- 7.3. Where the customer provides data media to the work undertaken by exceet, these shall feature the attributes specified by the manufacturer and be in good condition. The customer bears the risk of errors in programs provided to exceet for purposes of contract fulfillment. The same applies where such programs fail to meet the requirements of the data processing facility and the respective operating system.
- 7.4. Where checksums, input data or other information supplied by the customer to exceet for purposes of service fulfillment are faulty or provided in an incorrect form, exceet may invoice work for error resolution or adaptation to the agreed form, in accordance with the applicable rates.
- 7.5. Where exceet requests, for technical reasons, that program components are installed with changes and/or corrections, the customer shall comply with such a request without delay.
- 7.6. Where the customer does not fulfill his duties of cooperation in the agreed manner or within the agreed time periods, the performance deadlines assured by exceet shall be extended as appropriate. exceet is entitled to reclaim from the customer all

additional costs incurred as a consequence. Claims by exceet under § 643 BGB (Civil Code) remain unaffected.

8 Duties of Inspection and Notification

- 8.1. In accordance with § 377 HGB (Commercial Code), the customer shall inspect the supplied products, including documentation, immediately upon delivery, particularly with regard to completeness of the supplied data media and manuals as well as the functionality of basic program functions. Deficiencies which are detected or which are detectable during this inspection must be notified to exceet in writing or in text form within eight working days. The notification must contain a detailed description of the deficiencies.
- 8.2. Deficiencies which are not readily apparent must be notified to exceet within two weeks upon discovery by the customer. In the event of non-compliance with the duty of inspection and notification, the products shall be considered to have been approved with respect to the relevant deficiency.

9 Remuneration and Payment Conditions

- 9.1. The remuneration specified within the tender applies exclusive of value added tax as applicable at the time of service performance. Prices include standard packaging.
- 9.2. Unless otherwise agreed and confirmed, payment shall be made as follows:
 - a) For delivery services: 50 % of the price upon acceptance of the tender, 50 % of the price upon delivery
 - b) For works services: 20% of the price upon acceptance of the tender, 10 % of the price upon notification of readiness to deliver, 70% of the price upon inspection and approval
 - c) Services shall be invoiced monthly at cost, based on the daily and/or hourly rates specified by the tender. "Staff days" are working days of eight hours per day. Travel expenses or per diems, overtime and other expenses which accrue additionally in the course of service performance by exceet shall be invoiced separately.
- 9.3. The customer shall pay the amounts invoiced within 14 days after receipt, without deduction.
- 9.4. Should the customer dispute an item contained within the invoice, he shall pay all undisputed amounts to exceet. The customer shall inform exceet of the disputed items within eight days upon receipt of the invoice. Resolution of the disputed items shall be sought within 30 days; upon resolution the customer shall pay the outstanding amounts from the relevant invoice to exceet in full.
- 9.5. Following expiry of the payment term stipulated in No. 9.3., the client is in default of payment. During the default period, interest accrues on the remuneration in accordance with the statutory interest rate. exceet reserves the right to claim additional default damages.
- 9.6. Should an invoice remain unpaid 60 days after maturity, exceet shall set a reasonable extension period for payment. Should the customer fail to pay all amounts due within this extension period, exceet may withdraw from the contract. Statutory provisions regarding the dispensability of an extension period remain unaffected

10 Contract Term and Termination

- 10.1. Contracts which obligate exceet to perform periodically recurring orders (subscription agreements) may be terminated by either contract partner earliest at the end of the agreed contract duration, with a notice period of three months to the contract term. In the absence of termination by the agreed period, the order shall be extended by one year in each instance and may thereafter be terminated with a notice period of three months to the then applicable contract term.
- 10.2. Other orders may be terminated by either party in writing with a period of three months. The termination has no effect on orders already placed under the contract. For any orders still continuing, the provisions of the contract remain in effect even upon termination.

- 10.3. Services performed by exceet until the point of contract termination shall be remunerated by the customer in accordance with the applicable rates of exceet plus expenses incurred.
- 10.4. Termination rights deriving from §§ 648, 650 BGB (Civil Code) are precluded. In the event of a breach of duty which does not consist of a defect, the customer may withdraw from or terminate the contract only where exceet is liable for the breach of duty.

11 Delivery Period and Delivery Default

- 11.1. The delivery period shall be individually agreed or specified by exceet upon order confirmation.
- 11.2. Where exceet is unable to meet binding delivery periods for reasons for which exceet is not responsible (non-availability of service), exceet shall inform the customer of that fact without delay, and at the same time indicate the anticipated new delivery period. Should delivery not be possible within this new period, exceet may withdraw from the contract in part or in entirety; exceet shall reimburse any consideration already rendered by the customer without delay. In particular, an instance of such non-availability of service may be late delivery to exceet by its own suppliers in a case in which exceet has concluded a congruent covering transaction, where neither exceet nor its supplier is culpable, or in particular instances in which exceet is not under an acquisition obligation.
- 11.3. The occurrence of delivery default is governed by statutory law. In every instance, however, a dunning notice by the customer is required.
- 11.4. The rights of the customer under No. 19 of these General Terms and Conditions of Delivery and Trade and the statutory rights of exceet, particularly in the event of a lapse of the performance obligation (e.g. due to impossibility and/or supplementary performance), remain unaffected.

12 Delivery Conditions, Transfer of Risk

- 12.1. Unless otherwise specified by the order confirmation, delivery is agreed "ex factory", which is also agreed as the place of performance for the delivery and any potential supplementary performance. Upon request by the customer and at his cost, the deliverables shall be conveyed to another location (purchase to destination). Unless otherwise agreed, exceet may select the type of dispatch (particularly forwarding agent, path of dispatch, packaging).
- 12.2. The risk of accidental loss and accidental deterioration of the deliverables shall pass to the customer, forwarding agent, carrier or other third party appointed to conduct the dispatch latest upon surrender of the deliverables (the definitive instant being the beginning of the loading process). This also applies to partial shipments or where exceet has also undertaken to perform other services (e.g. dispatch or installation). Where inspection and approval have been agreed, these are definitive for purposes of risk transfer. For the remainder, in the event that inspection and approval have been agreed, the statutory provisions of service contract law apply *mutatis mutandis*. Surrender or inspection and approval shall be considered as completed if and when the customer is in default of acceptance.
- 12.3. Should the customer be in default of acceptance or fail to cooperate, or should delivery be delayed for another reason for which the customer is responsible, exceet may demand compensation for damages arising therefrom, including any additional expenditure (e.g. storage costs). In such instances, exceet will charge a lump-sum indemnity of EUR 10 per device and calendar day, beginning with the delivery deadline or – in the absence of one such – with notification of readiness to deliver. Proof of excess damage and statutory rights (particularly compensation for additional expenses, reasonable indemnity, termination) remain unaffected; however, the lump-sum indemnity shall be offset against any further monetary claims. The customer may for his part show that the damage incurred by exceet does not exceed, or exceeds only to a minor degree, such damage as is covered by the aforementioned lump-sum indemnity.
- 12.4. Only upon express request by the customer, and at his cost, shall exceet insure the shipment against theft, breakage, as well as transport, fire and water damage.

13 Ownership and Reservation of Title

- 13.1. Until such a time as all claims for remuneration deriving from the order as well as any other claims from ongoing business relations with the customer have been paid in full, exceet reserves title to the items it has delivered. Where several claims or a running account exist, the reservation of title serves to secure the current balance due, even in instances where individual deliveries have already been paid.
- 13.2. Should the exploitable value of the securities exceed the amount payable to exceet by more than 10%, exceet shall at the customer's request release the excess portion of the securities. exceet has the right to select the securities to be released.
- 13.3. Should the customer act contrary to the terms of the contract, e.g. be in default of payment, exceet may, upon granting a reasonable extension, reclaim the reserved goods. Such an action by exceet shall constitute a withdrawal from the contract. exceet has the right to realize the reserved goods upon reclamation. Following subtraction of a reasonable sum for the cost of reclamation, the sales proceeds shall be offset against any amount still owing.
- 13.4. Should third parties gain access to the reserved goods, e.g. by way of distraint, the customer shall inform the third party of exceet's ownership and notify exceet without delay so that exceet may exercise its property rights.
- 13.5. The customer has the right to process and sell the reserved goods in the orderly course of business, so long as he is not in default. Pledging or transfer as security are not permitted. The customer shall assign to exceet any claims derived from such a sale or from any other reason in law (insurance, tort) regarding the reserved goods, by way of security and in full. Subject to revocation, exceet authorizes the customer to collect the claims assigned to exceet in his own name for exceet's account. The direct debit authorization ends if and when the customer does not meet his payment obligations properly, encounters payment difficulties, becomes subject to foreclosure proceedings, or where insolvency proceedings are initiated against his assets, or where such proceedings are dismissed due to a lack of assets.
- 13.6. Processing or transformation of the goods are always carried out on behalf of exceet but without obligation on exceet. Where deliverables are processed together with other goods not owned by exceet, exceet shall acquire joint ownership of the new goods in relation of the value ratio of the deliverables to the other processed goods at the time of processing. Where the deliverables are combined or inseparably amalgamated with other goods not owned by exceet, exceet shall acquire joint ownership of the new goods in relation of the value of the deliverables to the other combined or amalgamated goods. Where, in the event of combination or amalgamation, the customer's product is to be considered the main product, the Parties agree that the client shall assign proportionate joint ownership to exceet. The customer shall act as custodian of the jointly owned product.

14 Acceptance Procedure

- 14.1. The acceptance procedure defined below applies exclusively to work services provided by exceet. At the outset of any activities involving service contract responsibilities on the part of exceet, the Parties shall jointly establish an acceptance concept and acceptance criteria based on the contractually agreed specifications. exceet is entitled to participate in the acceptance tests.
- 14.2. The Functional testing required by the predefined acceptance criteria shall be conducted within one week upon installation of the software. Where no other criteria have been agreed, the acceptance procedure shall be conducted on the basis of the performance specifications and with reference to the technical concept, where available. Following functional testing, the customer is obligated to declare acceptance and to sign the acceptance report, unless a more than insignificant defect has been discovered. A significant defect is present in all circumstances in which utilization of the product is impossible and the system either cannot be operated at all, or where the use of the system leads to significant additional effort as compared to the use of an error-free system.
- 14.3. Other detected defects which impair operation only to a minor degree shall be noted in the acceptance report and rectified by exceet within an agreed time period.

- 14.4. The signed acceptance report shall be conveyed to exceet or its agents immediately upon conclusion of functional testing.
- 14.5. Functional testing shall also be considered successful and acceptance shall be considered granted where
- the customer puts the deliverables or a component thereof into operation.
 - the customer does not declare acceptance without delay, or at the latest within five working days upon successful conclusion of functional testing.
 - the customer does not, within five working days upon conclusion of the agreed test period, present a conclusive list of defects which remain to be rectified.
 - Functional testing has not been conducted within a period of four weeks after service performance.
- 14.6. For the remainder, the individually agreed provisions apply.

15 Liability for Material Defects in Products

- 15.1. exceet guarantees that at the moment of the transfer of risk, the products provided are free of defects which would significantly detract from or preclude their value to, or suitability for, the usual or contractually intended use, and warrants that they possess the explicitly assured features. Where the product is software, exceet guarantees that the program storage media are free of material or manufacturing defects. exceet expressly declares that the current state of the art does not permit the manufacture of software in such a way that it operates in an error-free manner in all applications and combinations.
- 15.2. Should a defect be discovered, the customer shall notify it to exceet, together with any information which may facilitate problem diagnosis and resolution. The customer shall obligate his employees to inform exceet thoroughly as to error recognition. No. 8 of the General Terms and Conditions of Delivery and Trade should be noted in this context.
- 15.3. The customer shall accord exceet a reasonable amount of time and opportunity for debugging. Should the customer prevent rectification by exceet, exceet shall be exempt from any warranty for defects.
- The customer shall assist exceet in rectifying errors, in particular by making computers, premises and telecommunications facilities available. exceet may require the customer's staff to install program components containing corrections ("bug fixes").
- 15.4. Initially, exceet's warranty with regard to the entire shipment or individual components is limited to rectification or replacement delivery, as selected by exceet. The customer has the right to demand reduced remuneration (diminution), annulment of the contract (rescission) or compensation only where restitution by exceet has failed. A failure of restitution or replacement delivery may be assumed only where exceet has been accorded sufficient opportunity to effect such restitution or replacement, whereupon restitution or replacement is impossible or has been rejected by exceet, or where there are justified doubts as to the prospects of success of such restitution or replacement, or where it is unreasonable on other grounds.
- 15.5. exceet shall not be liable for errors resulting from inadequate cooperation on the part of the customer, or from errors based on defects in third-party hardware, networks or software, and/or from their lack of availability, functionality or performance. Neither shall exceet be liable where
- and to the extent that defects result from the fact that the customer or third parties have made changes in the deliverables without exceet's prior approval.
 - serial numbers or information regarding the time of manufacture have been removed from the deliverables, where this prevents a determination of whether the defect was already present at the time of risk transfer.
 - consumables, e.g. fuses, are concerned.
 - and to the extent that defects result from the fact that the deliverables have been integrated or merged with third-party products or third-party products with the deliverables,

without this being covered by the purpose described in the specifications.

- defects in the deliverables result from improper assembly or improper transport by the customer or third parties assigned by the customer.
 - and to the extent that defects can be attributed to the fact the deliverables have been used for purposes other than those assumed in the specifications, or for otherwise unintended purposes.
 - the defects cannot be attributed to exceet for other reasons.
- 15.6. Instead of rejecting restitution and warranty, exceet may in cases of No. 15.5 also claim impediments to performance and thereby added effort if and when it acts despite such a modification.
- 15.7. Should an investigation following a notification of defects by the customer show that the matter is not covered by liability, exceet may recover the costs of the investigation from the customer, at the relevant service rates. All payments are due within 14 days upon receipt of the invoice.
- 15.8. Technical modifications which serve progress or a general improvement of the product and which do not significantly impair use of the product are exempt.
- 15.9. Claims for recourse within a supplier chain are excluded in instances where the defective goods have been processed by the buyer or another contractor, e.g. incorporation into another product. The provisions of § 478 BGB (Civil Code) remain unaffected.
- 15.10. Any further liability shall be precluded. The rights of the customer under No. 19 of these General Terms and Conditions of Delivery and Trade remain unaffected.

16 Liability for Material Defects in Third-Party Products

- 16.1. A warranty for products (no matter whether hardware or software) manufactured by third parties and delivered by exceet to the customer only exists to the extent that the third-party manufacturer is liable to exceet. Upon request, exceet shall make the relevant warranty arrangements with the third party available to the customer.
- 16.2. Where the manufacturer of the hardware undertakes a – usually independent – warranty for its products, exceet shall pass this warranty on to the customer. Where a manufacturer's warranty card is included, the customer shall sign it and return it to exceet. Should a defect covered by the manufacturer's warranty be discovered, the customer shall in all instances notify exceet regarding a potential assertion of warranty claims, and keep exceet informed of the manner in which the manufacturer manages the warranty.

17 Copyrights and Rights of Use

Each Party retains its exclusive rights to patents, copyrights, other industrial property rights and other knowhow which it possessed at the moment of contract conclusion. All rights to cost estimates, drawings and other documents which exceet has made available to the customer for tender purposes shall remain with exceet in full. They may be made available to third parties only with express written consent by exceet and shall be returned to exceet without delay and without prompting if and when the customer does not place the order.

18 Data Protection & Confidentiality

- 18.1. Each Party to the contract is obligated to maintain secrecy as to confidential and sensitive matters pertaining to the other Party which have become known to it as a result of or in connection with the collaboration between them, and to refrain from using them for unrelated purposes, but instead only for the proper exercise of duties within the scope of the project. Such confidential information may not be made public nor made available to third parties without prior consent by the other Party. exceet may however make use of the customer's name, brand and logo as well as information on the project for reference purposes, so long as it observes the confidentiality requirements cited here.
- 18.2. Confidentiality covers all information and documents of a Party which that Party has designated in writing as confidential, or

whose confidential character can be clearly derived from their nature, particularly company and trade secrets. A Party is not bound to confidentiality requirements regarding information and documents for which the Party can demonstrate that they

- a) are or were generally accessible.
- b) were developed independently and without the use of confidential information held by another party.
- c) were acquired by the Party from a third party who was not bound to maintain confidentiality.
- d) were already in possession of the Party without being subject to confidentiality requirements.
- e) are or were expressly intended for publication.

When in doubt, facts are to be treated confidentially.

- 18.3. The Parties shall comply with the relevant statutory provisions on data protection and only assign appropriately obligated staff for purposes of contract fulfillment.
- 18.4. The customer is obligated to safeguard personal data against unauthorized/unwarranted access by exceet.
- 18.5. For purposes of contract fulfillment, exceet shall process address data of the customer in machine-readable form. exceet may make these data available to third parties where required for purposes of maintaining the functionality of communications facilities and necessary as well as permissible under statutory data protection regulations.
- 18.6. The employees of exceet have been obligated to maintain data confidentiality.
- 18.7. The above confidentiality obligations shall remain in effect for both Parties for a period of 5 years upon the termination of the contract.

19 Liability and Further Claims

- 19.1. exceet shall be liable only in the instances expressly named in these General Terms and Conditions of Delivery and Trade; for the remainder, liability on the part of exceet is precluded.
- 19.2. exceet is liable – irrespective of legal grounds – within the scope of fault-based liability in instances of intent and gross negligence.
- 19.3. In instances of minor negligence, exceet is liable – in the absence of a less stringent liability standard under statutory law (e.g. for diligence in own affairs) – only
 - a) for damages involving loss of life, physical wellbeing or personal health,
 - b) for damages arising from a more than insignificant breach of an important contractual obligation (an obligation whose fulfillment is a prerequisite to the proper execution of the contract and on whose fulfillment the contract partner regularly relies and may reasonably rely); in such cases, however, exceet's liability is limited to compensation for foreseeable, typically occurring damages.
- 19.4. The above liability limitations also apply to breaches of obligation by or for the benefit of persons for whose culpability exceet is liable under statutory law. They do not apply where exceet has fraudulently concealed a defect or fraudulently assumed a guarantee for the quality of goods, as well as for the claims by the customer under the Product Liability Act.
- 19.5. Where the customer interferes with the deliverables without having obtained prior written consent by exceet, exceet's liability for any arising damages shall be precluded to this extent. For its part, exceet reserves the right to assert claims for damages. An "interference" within the meaning of Sentence 1 also encompasses the modification or decompilation of software.
- 19.6. exceet assumes no liability for damages attributable to circumstances beyond exceet's influence. In particular, liability is precluded for damages attributable to the fact that the customer has unauthorizedly made user IDs and/or passwords available to third parties.

exceet assumes no liability for damages attributable to installation or operation errors or poor data backup on the part of the customer.

- 19.7. The customer is obligated to notify exceet without delay of any disruptions in operation so that these may be remedied by exceet, and to undertake for his part all necessary and appropriate measures to prevent further disruptions and loss of data. The customer may not, even partially, reduce remuneration due to a merely insignificant disruption or one of short duration.

20 Limitation Period

- 20.1. The warranty period is twelve months.
- 20.2. For service delivery, the warranty period begins with successful acceptance, in all other instances with delivery of the delivery object. In the event of successive acceptance of partial deliveries, the warranty period begins with the respective declaration of acceptance for the individual partial delivery.
- 20.3. The above periods of limitation also apply to contractual and non-contractual indemnity claims by customer which are based on a defect in the delivery object, unless application of the usual statutory period of limitation (§§ 195, 199 BGB, (Civil Code)) would in the specific instance lead to a shorter period of limitation.
- 20.4. The above restrictions do not apply to
 - a) compensation for loss of life, damage to physical wellbeing or health based on a negligent breach of duty of the part of the user or an intentional or negligent breach of duty on the part of a legal representative or agent of the user,
 - b) other damages based on an intentional or grossly negligent breach of duty on the part of the user or an intentional or grossly negligent breach of duty on the part of a legal representative or agent of the user, and
 - c) indemnity claims brought under the Product Liability Act.

Special statutory provisions such as § 438 Para. No.1, 2 Para.3, 444, 445 b BGB (Civil Code) remain unaffected.

21 Force Majeure

- 21.1. Should the effects of force majeure (e.g. war or civil unrest, natural disasters or fire, epidemics or quarantine, strike or lockout, government measures, or similar conditions) prevent or delay or otherwise preclude the fulfillment of contractual obligations, the affected contract Party shall, to the extent of the effect, be exempt from the fulfillment of the relevant obligation.
- 21.2. The contract Parties shall notify one another without delay of any instance of force majeure.

22 Industrial Property Rights

- 22.1. exceet warrants that, provided that deliverables are used in accordance with the terms of the contract, the services it delivers are free of industrial property rights of third parties within the territory of the Federal Republic of Germany (e.g. patents, copyrights, publicized patent applications, registered trademarks, registered designs) which would prevent or severely limit their use.
- 22.2. Where a third party asserts claims against the customer on grounds of a breach of industrial property rights by the products delivered by exceet, and where this prevents or severely limits their use, exceet may at its discretion modify the respective contractual obligations in such a way as to remove them from the ambit of the affected industrial property rights while yet upholding the contractual provisions, or alternatively gaining authorization for their proper contractual use without limitation or at no additional cost to the customer.
- 22.3. However, a prerequisite for the above liability is that the customer notifies exceet without delay and in writing of any potential claims by third parties on grounds of a breach of industrial property rights, rejects the purported breach, and pursues any dispute, including any potential extrajudicial resolution, exclusively in consultation with exceet. exceet has the right and obligation to conduct all legal disputes arising from claims of third parties against the customer, at its own cost. In disputes with third parties, the customer is obligated to act in mutual understanding with exceet and to accord exceet an appropriate degree of assistance. Where the customer discontinues the use of the products for reasons of damage mitigation or on other material grounds, he is obligated

to inform the third party that the discontinuation of use does not imply a recognition of the breach of the industrial property right.

22.4. To the extent that the customer is for his part responsible for a breach of an industrial property right, claims against exceet under the above paragraph are precluded. The same applies where the breach of property rights is caused by an unintended use of the product or by the fact that the product is modified by the customer or used together with products not delivered by exceet.

22.5. Unless specified otherwise by the order confirmation, any further warranty regarding freedom from industrial property rights of third parties is precluded.

To the extent that the customer is responsible for a breach of industrial property rights, the customer will indemnify exceet from any claims by third parties on grounds of such a purported breach.

23 Export Regulations

23.1. The customer is obligated to comply with all applicable domestic and foreign export requirements.

23.2. In the event of a breach of these obligations, the customer shall indemnify exceet from all claims and compensate exceet for all damages asserted by the supplier or licensor of exceet, third parties or national and/or international agencies or organizations.

24 Severability Clause

To the extent that the contract or these General Terms and Conditions of Delivery and Trade contain any gaps in regulation, the Parties agree that such gaps shall be filled by considering such legally valid provisions as agreed as the contract partners would have agreed, in view of the business objectives of the contract and these General Terms and Conditions of Delivery and Trade, had they been aware of the gap in regulation.

25 Applicable Law

German law applies exclusively to all contracts. The provisions of the UN Vienna Convention on the International Sale of Goods of 11 April 1980 (UN purchasing law) are precluded.

26 Place of Jurisdiction

The customer is a trader within the meaning of the Handelsgesetzbuch (Commercial Code), a legal entity under public law or a special fund under public law. The registered office of exceet in Düsseldorf is agreed as the place of jurisdiction for all disputes arising in the context of the execution of this contract. However, in all instances exceet also has the right to file actions under these General Terms and Conditions of Delivery and Trade at the place of performance of the delivery obligation or an overriding individual agreement, or at the customer's general place of jurisdiction. Overriding statutory provisions, particularly regarding exclusive competencies, remain unaffected.