



General Licence Terms and Conditions of INNEO Solutions GmbH for use of its software products

1. General

- 1.1 These General Licence Terms and Conditions (hereinafter, "Licence Conditions") of INNEO Solutions GmbH, IT-Campus 1, 73479 Ellwangen, Germany (hereinafter also, "INNEO") apply only to entrepreneurs, legal persons under private and public law, and special funds under public law within the meaning of Section 310 (1) German Civil Code (hereinafter, "Customer").
- 1.2 The Customer's general terms and conditions, if any, shall not apply.

2. Subject matter of the contract

- 2.1 These Licence Conditions set out the respective terms and conditions for the licensing and use of INNEO software products. INNEO may grant:

- 2.1.1 a perpetual software licence free of charge (hereinafter, "Freeware");
- 2.1.2 a limited-term software licence free of charge (hereinafter, "Trial Version");
- 2.1.3 a limited-term software licence for a fee (hereinafter, "Rented Software"); or
- 2.1.4 a perpetual software licence for a one-time fee (hereinafter, "Purchased Software").

The individual categories listed above are hereinafter also referred to each as a "Software Category". All Software Categories together are referred to as "Software". Information as to which Software Category applies in the particular case can be gathered from the service description and/or the offer.

- 2.2 The specific scope of services depends on the service package selected by the Customer on the INNEO website or in the order. In addition to choosing from several service packages for the INNEO software products, there is also the option to order or purchase individual modules as "add-ons". The details are set out in the service description or can be obtained from INNEO via the contact form at <https://www.inneo.de/de/kontakt.html#kontaktformular>, or by writing an email to inneo@inneo.de or calling 0800 7263742.

3. Conclusion of the contract

- 3.1 Time and manner of conclusion of the contract between INNEO and the Customer depend on the Software Category chosen:

3.1.1 Freeware

A contract for the licensing of Freeware is concluded when, after completing the form provided on the respective Freeware download page of the INNEO website, the Customer clicks the "Get Freeware now" button, thereby incorporating these Licence Conditions into the contract. After doing so, the Customer will either receive an email with the download link or be able to start the download independently on the INNEO download page. If the Customer obtains the Freeware in a manner other than as described above, these Licence Conditions will open when starting the Software. A contract on use of the Freeware is only formed upon the Customer agreeing to these Licence Conditions. If the Customer does not agree to these Licence Conditions, the Software will close automatically.



3.1.2 **Trial Version**

The Customer must first complete the form provided on the respective Trial Version download page of the INNEO website. By clicking the "Get tryout now" button, a request will be generated and sent to INNEO. INNEO will contact the Customer to discuss use of the Trial Version, following which the Customer will receive an offer from INNEO regarding use of the respective Trial Version. The contract on use of the Trial Version is concluded when the Customer accepts the offer together with these Licence Conditions. The Customer will then receive from INNEO an according trial licence and a download link via which the Customer can start to download the Trial Version.

3.1.3 **Rented and Purchased Software**

To enter into a contract on use of Rented or Purchased Software, the Customer must first purchase one or more licence(s) in the INNEO web shop. The presentation of the Software products in the web shop is not an offer by INNEO to enter into a contract on use. The Customer must first add the desired Software to the cart and follow the checkout instructions. By clicking the "Buy" button and accepting these Licence Conditions, the Customer sends a legally binding offer to INNEO. INNEO will send the Customer without delay a notice confirming that the Customer's order has been received. This confirmation does not constitute acceptance of the offer. INNEO will accept the offer by separate notice. The contract on use of the respective Rented or Purchased Software is formed upon receipt by the Customer of INNEO's notice of acceptance. The Software will be available for download in the download area of the INNEO website. Depending on the Software, it may be necessary to create an account first. The download offer constitutes neither an offer nor a right to use the Software.

- 3.2 In addition to the way to enter into a contract described in clause 3.1 above, the Customer may also inquire directly with INNEO about any particular Software. The Customer can do so using the following communication channels: the contact form on the INNEO website, the email address inneo@inneo.de or the phone number 0800 7263742. After examining the request, INNEO may provide the Customer with an offer regarding the requested Software. The contract is concluded when the Customer accepts the offer without reservations.

4. Quality of the Software

- 4.1 The functionality and technical conditions of use (such as system requirements, compatible operating systems, etc.) of the respective Software are primarily determined by the service description or the description in the respective user documentation made available on the INNEO website, either in the download area at <https://www.inneo.de/de/download.html> or on the respective product page in the web shop at <https://shop.inneo.de>, or provided to the Customer on request and additionally by the following provisions. The Software must run in a suitable technical environment to be functional.
- 4.2 Technical data, specifications and information regarding performance provided in public statements by INNEO, in particular in advertisements, outside the service description and/or the user documentation do not constitute specifications as to quality (*Beschaffenhheitsangaben*).
- 4.3 To the extent that a particular functionality is not mentioned and is neither restricted nor excluded in the quality agreement (*Beschaffenhheitsvereinbarung*) according to clause 4.1 above, the Software is suitable for the normal use that is typically for software of the same kind and can be expected by the Customer according to the type of Software concerned.
- 4.4 The use of individual Software products within the Software Categories requires that the Software is temporarily connected to the Internet, as described in the respective service description and/or user documentation. The Software will transmit data to INNEO for the purpose of verifying that a right of use exists. If a right of use does not exist, the Software will show a message to that effect. In this case, the Software cannot and must not be used.



5. Rights of use

5.1 Depending on the Software Category, the Customer shall be granted the following rights of use in relation to the respective Software:

5.1.1 **Freeware**

The Customer shall be granted the royalty-free, non-exclusive, perpetual, non-transferable and non-sublicensable right to use the Software within the scope defined by these Licence Conditions and the service description and/or the user documentation. Use in accordance with the contract comprises installing, loading, displaying and running the installed Software. In all other respects, the type and scope of use shall be as determined in the user documentation and/or the service description.

5.1.2 **Trial Version**

The Customer shall be granted the royalty-free, non-exclusive, non-transferable and non-sublicensable right, limited to the term of the contract specified in the offer, to use the Software within the scope defined by these Licence Conditions and the offer. Use in accordance with the contract comprises installing, loading, displaying and running the installed Software. In all other respects, the type and scope of use shall be as determined in the user documentation and/or the service description.

5.1.3 **Rented Software**

In return for payment of the fee according to clause 6 of these Licence Conditions, the Customer shall be granted the non-exclusive, non-transferable and non-sublicensable right, limited to the term of the contract specified in clause 17.2 of these Licence Conditions unless otherwise stipulated in the offer, to use the Software within the scope defined by these Licence Conditions and the offer. Use in accordance with the contract comprises installing, loading, displaying and running the installed Software. In all other respects, the type and scope of use shall be as determined in the user documentation and/or the service description.

5.1.4 **Purchased Software**

In return for payment of the fee pursuant to clause 6 of these Licence Conditions, the Customer shall be granted the non-exclusive, perpetual, non-sublicensable right, which may be transferred in accordance with the provisions of clause 5.5 below, to use the Software within the scope defined by these Licence Conditions and the offer. Use in accordance with the contract comprises installing, loading, displaying and running the installed Software. In all other respects, the type and scope of use shall be as determined in the user documentation and/or the service description.

5.2 The number of licences shall be as determined in the offer and/or the service description.

5.3 The Customer shall have the right to make a backup copy if this is necessary to secure future use. The Customer shall clearly label the backup copy made as a "Backup copy" and affix an INNEO copyright notice to it in a visible position.

5.4 Under no circumstances shall the Customer have the right to rent out or otherwise sublicense the Software, to communicate or make it available to the public by wire or wireless means, or to make it available to third parties for a fee or free of charge, for example, by way of application service providing or as "Software-as-a-Service".

5.5 To the extent that the Customer has acquired Purchased Software, the Customer shall have the right to permanently transfer the acquired copy of the contractual Software to a third party, handing over the contractual documents and the documentation. In this case, the Customer shall cease all use of the Software, remove all installed copies of the programme from its computers, and delete or deliver to INNEO all copies on other data carriers, unless the Customer is required by law to retain them for a longer period of time. The Customer shall be obliged to notify INNEO if transferring its copy to a third party. At the request of INNEO, the Customer shall confirm to INNEO in writing that the aforesaid measures have been carried out in full or, if applicable, state the reasons for longer retention.



Furthermore, the Customer shall expressly agree with the third party that the scope of the rights granted under this clause 5 must be observed. Dividing acquired volume licence packs is not permitted.

- 5.6 The Customer shall only have the right to decompile and reproduce the Software to the extent provided for by law. However, this shall only apply if, following a request from the Customer, INNEO fails to provide the Customer within a reasonable period of time with the information needed for this purpose.
- 5.7 Copyright notices, serial numbers and other features that serve the purpose of identifying the programme may not be removed from the Software or altered.
- 5.8 If the Customer's scope of use of the Software exceeds the acquired rights of use in terms of quality (that is, with regard to the permitted type of use) or in terms of quantity (that is, with regard to the number of licences acquired), the Customer shall without delay acquire the rights of use needed in order for the Customer's use to be permitted. If the Customer fails to do so, INNEO will assert its rights.

6. Fees

- 6.1 Freeware and Trial Versions are licensed free of charge.
- 6.2 The fee for Rented or Purchased Software can be gathered from the respective offer.
- 6.3 All amounts invoiced are exclusive of VAT, which will be charged additionally at the statutory rate.
- 6.4 Unless and except to the extent expressly otherwise agreed with the Customer, the fee for Rented Software shall be payable in advance for the respective year of the contract.
- 6.5 Unless and except to the extent expressly otherwise agreed with the Customer, the fee for Purchased Software shall be due when INNEO enables the Customer to access the Software.
- 6.6 All fees must be paid within 10 (ten) days of the invoice date.
- 6.7 If the Customer falls into arrears with the payment of any fees due, INNEO may claim default interest at the rate of 9 (nine) percentage points above the applicable basic rate of interest (*Basiszinssatz*). This shall not affect INNEO's right to claim compensation for any further damage suffered.
- 6.8 If any fees are not paid when due and INNEO sets the Customer a reasonable deadline for payment, INNEO shall additionally have the right, upon expiry of this deadline, to block access to prevent the Customer from using the software until the payment has been received by INNEO. The obligation to pay the agreed fees will not be suspended while access to the Software is blocked due to default.
- 6.9 INNEO may increase the fees in accordance with a new INNEO price list by giving 2 (two) months' written notice, with effect from the end of the minimum term, unless the Customer objects in writing within 4 (four) weeks after receipt of the increase notice. In this case, INNEO may terminate the contract with effect from the scheduled price adjustment date.

7. Granting of storage space (only applicable to NeoSpace products)

Where this is included in the service description and/or the user documentation, or to the extent so agreed in the offer, INNEO shall grant the Customer storage space on a server for storage of the Customer's data. The following provisions shall apply to the granting of storage space:

- 7.1 On said server, the Customer may store data and content up to the extent specified in the service description and/or the user documentation. If the storage space is no longer sufficient to store the data, the Customer may order additional storage space for a fee upon request, subject to availability on the part of INNEO.
- 7.2 INNEO shall ensure that the stored data can be retrieved via the Internet.
- 7.3 INNEO will not check the content provided by the Customer for its lawfulness. In the event of violations, the Customer shall be fully liable, without limitation.



- 7.4 The Customer shall be liable as set out in clause 7.3 above, for any content of third parties whom the Customer has granted access to its storage space or whom he has enabled to store content.
- 7.5 INNEO shall be obliged to take appropriate precautions against loss of data and unauthorised third-party access to the Customer's data. To this end, INNEO shall make backups, amongst other things, and operate firewalls in line with the current state of technology.

8. Defects in quality/maintenance

8.1 Rented Software

- 8.1.1 INNEO warrants that the contractually agreed quality of the Rented Software will be maintained during the term of the contract. INNEO shall correct any defects in the quality of the Rented Software within a reasonable period of time.
- 8.1.2 The Customer shall be obliged to notify INNEO of any defects in the Rented Software without delay after discovering them. The Customer shall do so taking into account INNEO's problem analysis instructions, to the extent reasonable, and send INNEO all information in the Customer's possession that is necessary to correct the defects (for example, description of the time of occurrence of the defects and of the circumstances).
- 8.1.3 No-fault liability for damages for defects that were already present at the time of conclusion of the contract shall be excluded.

8.2 Purchased Software

- 8.2.1 INNEO warrants that the quality is as agreed.
- 8.2.2 The Customer must examine the Purchased Software without delay upon receipt for obvious defects and, should any such defects be present, report them without delay to INNEO, failing which all warranty for these defects will be excluded. The preceding sentence shall apply accordingly if such a defect appears at a later date. Section 377 German Commercial Code shall apply.
- 8.2.3 In the event of a defect in quality, INNEO shall initially have the right to correct the defect ("repair") or, at its option, make a replacement delivery by way of subsequent performance (*Nacherfüllung*).
- 8.2.4 The Customer's right to reduce the purchase price or, at its option, rescind the contract after two unsuccessful attempts at repair or replacement delivery shall remain unaffected. Insignificant defects shall not entitle the Customer to rescind the contract.
- 8.2.5 Warranty claims for defects in quality shall be time-barred after one year. The limitation period shall commence as soon as the Customer has been enabled to use the Purchased Software (for example, as soon as the Purchased Software can be downloaded and activated, or upon installation and implementation by INNEO).
- 8.3 INNEO may remedy the defect by correcting it, bypassing it or, at INNEO's option, by making a new delivery. Within the context of a new delivery, the Customer shall accept a new version of the Software, where applicable, unless this would have unacceptable adverse effects.
- 8.4 The warranty for defects in quality does not apply to defects which result from the Software being used in a hardware and software environment that does not meet the requirements specified in the service description and/or in the user documentation, nor to changes and modifications which the Customer has made to the Software without being entitled to do so by law, according to these Licence Conditions or based on INNEO's prior written consent.
- 8.5 In the event of defects in Trial Versions or Freeware, INNEO shall only be liable for damage caused by defects or faults in the Trial Version or Freeware that were concealed by INNEO with fraudulent intent.



9. Updates, Upgrades and new versions/Releases

- 9.1 For the purposes of these Licence Conditions, a distinction is made between the following types of new programme versions:
- 9.1.1 Update means new programme versions consisting of a bundle of bug fixes and/or fault eliminations and/or security vulnerability fixes ("Update").
 - 9.1.2 Upgrade means new programme versions consisting of a bundle of functional improvements and/or functional extensions ("Upgrade").
 - 9.1.3 Release means new programme versions that represent a new development stage of the Software and differ significantly from the respective previous Release in terms of range of functions and/or data ("Release").
- 9.2 If the Customer uses Rented Software or has entered into a separate maintenance contract with INNEO, INNEO shall provide the Customer with Updates.
- 9.3 If the Customer uses Purchased Software without entering into a separate maintenance contract with INNEO, the Customer cannot demand to be provided with Updates, Upgrades or new Releases. INNEO may, however, provide the Customer with Updates in connection with warranty claims.
- 9.4 The Customer may obtain Upgrades and new Releases from INNEO based on a separate contract, for a separate fee.
- 9.5 The Customer shall have the same rights of use in relation to the Updates, Upgrades and Releases or versions made available to it as it has in respect of the initial Software according clause 5 of these Licence Conditions.

10. Customer's duties

- 10.1 INNEO recommends installing without delay any Update, Upgrade or Release that INNEO may provide to the Customer. As a general rule, the Customer may choose the date of installation at its discretion. However, unless and except to the extent expressly otherwise agreed, INNEO shall not be liable for any damage that is suffered because the Customer has not installed the Update, Upgrade or Release within 4 (four) weeks of it being provided.
- 10.2 To the extent that the Customer is granted storage space by INNEO according to the service description, the user documentation or the offer, the Customer undertakes not to store there any unlawful content that violates the law, official requirements or third-party rights. The Customer shall impose corresponding obligations on its users.
- 10.3 To the extent that the Customer is granted access rights for use of the Software, according to the service description, the user documentation or the offer, the Customer shall be obliged to keep them secret and not make them accessible to third parties. The Customer shall impose corresponding obligations on its users. The Customer shall be obliged to notify INNEO without delay of any potential abuse of access rights and accounts or other security incidents in connection with this contract.

11. Support

- 11.1 INNEO offers a general support hotline, which can be reached at 00800 4200 4300 and is available Monday to Friday from 8am to 6pm; general support requests can further be addressed by e-mail to support@inneo.com. If the Customer has an account on the INNEO website, it can also open and track tickets on the INNEO website.
- 11.2 If the Customer uses Rented Software or is within the warranty period of the Purchased Software, it may also report defects for the purposes of asserting its rights under clauses 8.1 and 8.2 above using the communication channels specified in clause 11.1 above.



- 11.3 If the Customer has entered into a separate support or maintenance contract, INNEO shall provide the services stipulated in the support or maintenance contract.
- 11.4 All further support and other services shall either be provided subject to a separate fee or as a gesture of goodwill and, in this case, will neither constitute an acknowledgement of a legal obligation nor give rise to a legal claim.

12. Telemetry data

The respective Software automatically transmits anonymised telemetry data to INNEO. This means raw data consisting of, inter alia, usage and diagnostic data from the Software. INNEO processes and analyses such anonymised telemetry data for the purposes of improving its own products and offers. There is no processing of personal data or transfer of data to third parties in this context. The Customer may, at any time, object to INNEO processing and analysing the telemetry data for the purposes of improving its own products and offers.

13. Interruption/ availability (only applicable to NeoSpace products)

To the extent that INNEO uses a remote access solution, according to the service description, the user documentation or the offer, to provide the Software [as Software-as-a-Service ("SaaS")] or services to the Customer, the following provisions shall apply:

- 13.1 Adjustments, changes and additions to INNEO's services and measures for the identification and correction of faults shall only lead to a temporary interruption or impaired availability where this is absolutely necessary for technical reasons.
- 13.2 Server availability shall be monitored during INNEO's business hours Monday to Friday from 9am to 6pm, except on public holidays in the German state of Baden-Württemberg. Maintenance of the services shall be ensured during INNEO's aforesaid business hours, with a response time of approximately 4 (four) hours. In the event of serious faults – that is, if the services cannot be used anymore or their use is seriously restricted – maintenance measures shall be initiated without delay after obtaining knowledge thereof, or following notification by the Customer. INNEO shall promptly inform the Customer about the maintenance work and carry out such work within the shortest possible time, based on the technical conditions.
- 13.3 Service availability according to this clause 13 shall amount to 99.5% on an annual average, excluding maintenance periods.
- 13.4 If the devices of the Customer and the Customer's users have a bad data connection to the Internet due to, for example, line failure or malfunction on the part of other providers or telecommunications service providers, or if the system capacities made available are used contrary to the terms of the contract, this shall not constitute a fault to be corrected by INNEO.

14. Rights to the Customer's data (only applicable to NeoSpace products)

- 14.1 In the event that the Customer uploads data to a storage location made available by INNEO, the Customer shall in all cases retain the exclusive rights to the data and, therefore, may at any time effect the surrender of any or all of the data as set out in clause 15 below. This shall not affect the temporary and irrevocable right of use in relation to the data granted to INNEO under clause 14.4 below.
- 14.2 The Software provided by INNEO allows the Customer to upload to the storage location made available by INNEO, and store there, even data, files and information that constitute trade secrets or confidential information of the Customer. The Customer and third parties can inspect such information using the links made available to the Customer. INNEO recommends not to store sensitive data, files or information in the storage location and to only make such accessible to third parties that have



undertaken to maintain confidentiality. INNEO refuses to accept liability if third parties gain knowledge through the Customer's fault.

- 14.3 The Customer grants INNEO the right to reproduce the data to be stored by INNEO on behalf of the Customer to the extent necessary for the provision of the services owed under this contract.
- 14.4 If the Customer uses Freeware or a Trial Version, the Customer grants INNEO the worldwide and irrevocable right, limited to the term of the contract, to use the data stored by the Customer in the storage location made available by INNEO for the purposes of improving INNEO's services and products. For these purposes, INNEO shall, in particular, be entitled to process and reproduce the data. The data so used shall not be made accessible to any third party and shall be used by INNEO solely internally for the aforesaid purposes.
- 14.5 If the Customer uses Rented or Purchased Software, the Customer grants INNEO the worldwide right, limited to the term of the contract, to use the data stored by the Customer in the storage location made available by INNEO for the purposes of improving INNEO's services and products, unless and except the Customer has objected to such use. For these purposes, INNEO shall, in particular, be entitled to process and reproduce the data. The data so used shall not be made accessible to any third party and shall be used by INNEO solely internally for the aforesaid purposes. The Customer may object to its data being used both when entering into the contract and at any time thereafter.

15. Surrender of data (only applicable to NeoSpace products)

If INNEO provides storage space to the Customer according to the service description or the offer, the following provisions shall apply:

- 15.1 During the term of the contract and for another 4 (four) weeks after the contract has ended, the Customer can download the files, data and information stored by the Customer or the Customer's users in the allocated storage location using an export function. The Customer has no right to demand that INNEO make copies of the data for the purposes of surrender, or that INNEO provide the Customer with the appropriate Software for use of the data.
- 15.2 INNEO shall neither have a right of retention nor be entitled to the statutory lessor's lien (Section 562 German Civil Code) in relation to the Customer's data. This shall not affect INNEO's rights under clause 12 and clauses 14.3 to 14.5 above.
- 15.3 Upon expiry of the aforesaid 4-(four)-week period, INNEO shall clear the storage location and delete all Customer data in INNEO's possession from the server. Prior to the termination of the contract, INNEO shall specifically point out that the data will be deleted. The obligation to delete shall not apply to routinely made backup copies of electronic data traffic, or if the Customer's data or copies thereof must be retained according to mandatory law.

16. Liability

- 16.1 INNEO shall be liable without limitation in the event of intent or gross negligence, for injury to life, limb or health, according to the provisions of the German Product Liability Act, and to the extent of any guarantee given by INNEO.
- 16.2 In the event of a slightly negligent violation of an obligation that is essential for achieving the purpose of the contract ("cardinal obligation"), INNEO's liability shall be limited in amount to the damage that is foreseeable and typical according to the type of contractual services concerned. For the purposes of this clause, an essential contractual obligation is an obligation the fulfilment of which is an indispensable prerequisite for the performance of the contract and, therefore, can regularly be relied upon by the Customer.
- 16.3 Notwithstanding clause 16.2 above, INNEO shall not be liable for any slightly negligent violation of obligations in the case of Trial Versions or Freeware. INNEO's liability under clause 16.1 above shall not be affected in the case of Trial Versions or Freeware.



16.4 INNEO shall have no further liability.

16.5 The above limitations of liability shall also apply to the personal liability of INNEO's employees, representatives and managing director(s) or members of any board or other body.

17. Term of the contract

The agreements regarding the term of the contract which are contained in the offer shall prevail. The following provisions shall apply additionally, or to the extent that there are no provisions in the offer regarding the term of the contract:

17.1 Purchased Software & Freeware

Purchased Software and Freeware are not subject to the following provisions regarding term and termination.

17.2 Rented Software

17.2.1 If the offer does not contain any agreements regarding the commencement of the contract, the contract shall take effect when INNEO enables the Customer to use the Software (Software can be downloaded and licence has been acquired).

17.2.2 If the term of the contract has not been agreed in the offer, the contract shall be deemed entered into for a period of one year.

17.2.3 Unless otherwise agreed in the offer, the contract shall automatically renew for successive one-year periods if it is not terminated by either party with two months' notice before the end of the respective contract term.

17.2.4 The above shall not affect the right of either party to terminate the contract for cause without notice.

17.2.5 INNEO shall be entitled to terminate the contract for cause in particular if:

- a) the Customer violates essential terms or conditions of the contract, provided a deadline set by INNEO for remedial action has expired without such action being taken, or a warning required to be given has been issued to no avail;
- b) the Customer is more than two months late with the payment of a fee due and properly invoiced and, after a further reminder from INNEO in which a reasonable period of not less than two weeks has been set for payment, still does not pay;
- c) there are other serious reasons why INNEO cannot reasonably be expected to adhere to the contractual relationship;
- d) insolvency proceedings are opened against the Customer's assets, or the opening of insolvency proceedings is refused for lack of assets.

17.3 Trial Version

17.3.1 If the offer does not contain any agreements regarding the commencement of the contract, the contract shall take effect when INNEO enables the Customer to use the Software (Software can be downloaded and licence has been granted).

17.3.2 If the term of the contract has not been agreed in the offer, the 30-day maximum term of contract for Trial Versions shall apply.

17.3.3 The contract can only be renewed by an express agreement between the parties, such agreement to be at least in text form.

17.3.4 The Customer may terminate the contract at any time without prior notice. INNEO shall not be entitled to terminate the contract without cause.

17.3.5 The above shall not affect the right of either party to terminate the contract for cause without notice.



- 17.3.6 INNEO shall be entitled to terminate the contract for cause in particular if:
- a) the Customer violates essential terms or conditions of the contract, provided a deadline set by INNEO for remedial action has expired without such action being taken, or a warning required to be given has been issued to no avail;
 - b) there are other serious reasons why INNEO cannot reasonably be expected to adhere to the contractual relationship;
 - c) insolvency proceedings are opened against the Customer's assets, or the opening of insolvency proceedings is refused for lack of assets.
- 17.4 In all cases of termination of this contract, the Customer shall be obliged to stop without delay using the Software made available to the Customer for use. Upon termination of the contract, all access rights will be removed.

18. Third-party rights

- 18.1 INNEO warrants that it is the holder of the exclusive rights of use in relation to the Software and entitled to grant the rights agreed in these Licence Conditions. INNEO further warrants that at the time of conclusion of the contract, it is not aware that the Software infringes any third-party rights, in particular third-party copyrights or patent rights, worldwide. Should any Purchased or Rented Software contain defects in title, INNEO shall enable the Customer to use the Software in a legally unobjectionable manner by either modifying or replacing the Software while retaining the essential functions owed according to the contract or, at INNEO's option, by obtaining the necessary rights of use from the holder of the rights, or in any other suitable manner which the Customer can reasonably be expected to accept. If subsequent performance is impossible for INNEO or is only possible on disproportionate terms, INNEO shall have the right to take back the Software or service concerned and terminate the individual contract for cause (extraordinary termination). In this case, INNEO shall refund to the Customer the fees paid, less a reasonable usage fee for each month of use, or if the Customer pays for the right to use the Software on a recurring basis, the unused portion of the recurring fee(s).
- 18.2 If, as a result of using the Software provided by INNEO, the Customer is held liable by a third party for infringement of any of the property rights referred to in clause 18.1 above, the Customer shall notify INNEO without delay in text form or in writing. The Customer shall grant INNEO the right to handle the dispute with the third party in and/or out of court itself, to the extent permissible and feasible. If INNEO handles the dispute with the third party itself, INNEO shall, at its discretion and at its own expense, fulfil or defend the claims or settle the dispute by compromise. The Customer shall provide INNEO with all powers of attorney and declarations needed to handle the dispute with the third party in and/or out of court. To the extent that it is not permissible and/or not feasible for INNEO to handle the dispute with the third party itself, the Customer shall handle the dispute with the third party in consultation with INNEO. The Customer shall not settle the dispute by compromise without INNEO's consent. INNEO shall reasonably indemnify the Customer against the costs involved in defending the claims, including lawyers' fees in the statutory amount, and against the damage suffered as a result of the property right infringement to the extent that INNEO is at fault. With regard to the indemnification, the provisions of clause 16 regarding liability shall apply.
- 18.3 In the event of property right infringements, INNEO shall only be liable if the Customer has used the Software supplied by INNEO in accordance with the contract. INNEO shall not be liable if third-party claims result from the fact that:
- 18.3.1 the Software has been modified by the Customer or a third party not authorised by INNEO;
 - 18.3.2 the Software supplied by INNEO has been connected, put into operation or used with programmes or data not provided or authorised by INNEO;
 - 18.3.3 the Software has been used outside the hardware or software environment recommended by, or agreed with, INNEO.



19. Confidentiality, data protection

Unless and except to the extent otherwise agreed between the parties by separate written non-disclosure/confidentiality agreement, the following provisions shall apply:

- 19.1 The parties undertake to maintain the confidentiality of all information that comes to their knowledge in connection with the performance of the contract and is marked as confidential or can be identified as confidential or as a trade or business secret of the other party based on the circumstances (hereinafter, "Confidential Information"), and they shall not record or disclose or otherwise use or exploit any such Confidential Information, except to the extent necessary to achieve the purpose of the contract.
- 19.2 This obligation shall not apply to information:
 - 19.2.1 that is already in the public domain at the time of formation of the contract or becomes publicly known thereafter other than through a violation of the contract or on the basis of an agreement previously made between the parties;
 - 19.2.2 whose disclosure has been expressly agreed to in writing by the respective other party;
 - 19.2.3 that must be disclosed due to statutory obligations, or by order of a court or public authority. In the event that such a disclosure obligation exists, the parties shall – to the extent permissible and feasible – notify each other in advance and give the respective other party the opportunity to take action against the disclosure.
- 19.3 The parties shall only disclose Confidential Information to their own employees to the extent that this is necessary for the performance of the contract.
- 19.4 The termination of the contract shall not affect the non-disclosure obligations under this clause 19, which shall continue in full force and effect.
- 19.5 INNEO expressly makes reference to clause 14.2 above. INNEO is not responsible for the disclosure by the Customer of any of the Customer's Confidential Information or for disclosures to third parties through the Customer's fault (e.g. loss of access data).
- 19.6 Each party shall ensure that all applicable provisions of data protection law are complied with in connection with the performance of the contract and that the persons it employs within the context of the contractual collaboration are required to maintain the confidentiality of data.
- 19.7 The Customer shall be solely responsible for compliance with all applicable provisions of data protection law when using the Software made available to the Customer for use in connection with the contractual services. The Customer shall, in particular, be responsible for obtaining from its users and business partners any declarations of consent that may be required under the GDPR and/or the German Federal Data Protection Act.
- 19.8 In the event that INNEO processes personal data on behalf of the Customer, the parties undertake to enter into a data processing agreement that complies with the provisions of Article 28 GDPR. INNEO shall present an according processing agreement to the Customer.

20. Force majeure

- 20.1 If a force majeure event prevents INNEO from performing its obligations under this contract:
 - 20.1.1 the affected obligations of INNEO shall be suspended for the duration of the force majeure event;
 - 20.1.2 INNEO shall, without delay after the occurrence of the force majeure event, provide the Customer with written notice of the force majeure event and its expected duration;
 - 20.1.3 INNEO shall make all reasonable efforts to keep the impact of the force majeure event on the performance of INNEO's obligations under the contract to a minimum;
 - 20.1.4 INNEO shall notify the Customer without delay after the force majeure event has ended and resume the performance of its obligations.



- 20.2 For the purposes of this contract, force majeure event means any unforeseeable event beyond INNEO's control that occurs through no fault of INNEO and whose impact on the performance of the contract cannot be prevented by reasonable efforts on the part of INNEO. This includes, without limitation, hacking or virus attacks, acts of terrorism, war or war-like situations, blockades, floods, storm surges, inundation or other violent storms on the scale of a natural disaster, earthquakes and landslides, general labour disturbances (such as boycott, strike and lockout, occupation of business premises), as well as pandemics and epidemics.

21. Assignment, set-off, retention

- 21.1 Any assignment to a third party of rights and obligations under or in connection with the contract shall require the other party's prior written consent. This shall not apply to assignments made to companies affiliated with the respective party (*verbundene Unternehmen*), as defined in Sections 15 et seq. German Stock Corporation Act. The above shall not affect the provisions of Section 354a German Commercial Code.
- 21.2 The Customer may only carry out a set-off or assert a right of retention with regard to its own claims if and to the extent that the Customer's claim has been established in a judgment that cannot be appealed against, is undisputed or has been recognised.

22. Amendments to the contract

These Licence Conditions may be amended by an agreement between INNEO and the Customer as set out below:

These Licence Conditions may only be amended at the beginning of a new contract term, unless compelling factual or legal reasons (changes in legislation or a ruling by the highest competent court) require an early amendment. INNEO shall provide the Customer with the amended Licence Conditions in text form prior to the planned effective date, separately pointing out the new provisions and the planned effective date. At the same time, INNEO shall grant the Customer a reasonable period of time of not less than two months within which to give notice as to whether the Customer accepts the amended Licence Conditions for further use of the services or other performance. If no such notice is given within the aforesaid period of time, calculated from the time of receipt of INNEO's notice in text form, the amended Licence Conditions shall be deemed agreed for the new contract term. INNEO shall inform the Customer separately of this legal consequence – that is, the right to object, the period of time within which to object, and what happens if the Customer does not reply – at the beginning of the aforesaid period.

23. Final provisions

- 23.1 These Licence Conditions and the offer contain all the agreements made between the parties. Further written or oral ancillary agreements do not exist. The Customer's general terms and conditions, if any, shall not apply.
- 23.2 The legal relations between INNEO and the Customer shall be governed by the laws of the Federal Republic of Germany, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 23.3 The exclusive place of jurisdiction for all disputes arising from the business relationship between INNEO and the Customer shall be the courts responsible for the place where INNEO has its registered office. However, INNEO may also bring an action at the place where the Customer has its registered office or at any other permissible place of jurisdiction.
- 23.4 The place of fulfilment for all obligations to be performed by INNEO shall be INNEO's registered office.
- 23.5 Should any provision of these Licence Conditions or the offer be or become invalid or impracticable, in whole or in part, or should the contract contain any gap, this shall not affect the validity of the remaining



provisions. Any invalid or impracticable provision shall be deemed replaced with such valid and practicable provision as comes closest to the purpose of the invalid or impracticable provision. In the event of a gap, such provision shall be deemed agreed as corresponds to what would have been agreed according to the purpose of this contract if the contracting parties had considered the matter from the outset.

- 23.6 Any annexes referred to in these Licence Conditions shall form an integral part of the contract.
- 23.7 These Licence Conditions were drawn up in the German language. If these Licence Conditions are translated into English and there are discrepancies between the German-language version and the English-language version, the German-language version of these Licence Conditions shall prevail.