d.velop AG
General Terms and Conditions of Sale

1 Applicability

1.1 These General Terms and Conditions of Sale (the "GTCS") apply to contracts between d.velop AG, Schildarpstraße 6-8, 48712 Gescher, AG Coesfeld HRB 4903 ("d.velop") and its customers. The GTCS will apply only if the relevant customer is a trader (s. 14 German Civil Code (*Bürgerliches Gesetzbuch - BGB*)) or a legal person under German public law.

1.2 Unless otherwise agreed, the GTCS will also apply to similar future contracts. A renewed reference to their validity is not required.

1.3 These GTCS apply exclusively. Any general terms and conditions of the customer which deviate from or supplement the GTCS will only become part of the GTCS if d.velop expressly agrees to their application.

1.4 Individual agreements will always take precedence over the GTCS.

1.5 References to the applicability of statutory provisions are only for clarificatory purposes. The relevant statutory provisions will therefore apply even absent any such clarification, unless the GTCS directly amend or expressly exclude them.

2 Subject-matter of the contract

2.1 d.velop shall provide standard software to the customer. This means software that has been developed to suit the needs of most customers and not specifically for one customer. Depending on what is agreed, use of the software will be for:

a) an unlimited period on the customer's own IT infrastructure or that of a third party appointed by the customer (Software Purchase on Premises);

b) for a limited period on the customer's IT infrastructure or that of a third party appointed by the customer (Software Lease on Premises); or

c) for a limited period on d.velop's IT infrastructure or that of a third party appointed by d.velop (Software-as-a-Service ("SaaS")).

2.2 d.velop shall also provide maintenance and support. Details are to be found in in the "Service Level Agreement" ("SLA"). If clause 2.1°a) applies, this will require a separate agreement.

2.3 If required, d.velop shall offer further services such as, in particular, adapting and developing standard software which the customer has purchased or leased under clause 2.1, as well as installation and training services.

2.4 The agreed quality of the software will be conclusively determined by the relevant product descriptions which are made the subject-matter of the contract. In the case of clause 2.1 c), the customer also requires the d.velop "Basis Apps", each of which has its own supplementary product description.

2.5 d.velop may update and further develop the software at any time as well as adapt it, in particular due to the legal position changing, technical developments or to improve IT security. In doing so, d.velop shall duly consider the legitimate interests of the customer and inform the customer in good time of any necessary updates. If the customer's legitimate interests are significantly affected, the customer will have an exceptional right of termination. A significant impairment will be deemed to exist if the central functionality of the software fails and this requires the customer to make significant organisational, functional or technical changes.

3 Specific provisions - contracts made through the d.velop store

3.1 The d.velop store is only open to traders (s. 14 German Civil Code) or legal persons under German public law. Consumers (s. 13 German Civil Code) may not use the d.velop store.

3.2 The customer shall register to purchase apps from the d.velop store. The customer shall pass on to another neither the login data provided to them nor the password they have selected.

3.3 The display of the apps in the d.velop store does not constitute a binding offer to conclude a contract, but is merely an invitation to the customer to make such an offer. By clicking on "Order Subject to Payment" or "Book", the customer submits a binding offer to conclude the contract. After the ordering process is complete, the customer will receive an order confirmation by email from d.velop, which will not yet constitute acceptance of the offer. The contract will be concluded when d.velop sends the customer a separate order confirmation by email or makes available the apps ordered.

3.4 The customer may rate the apps offered in the d.velop store under their selected username or anonymously. The customer grants d.velop the non-exclusive and geographically- and temporally-unlimited right to use this rating for advertising purposes, both in the d.velop store and on social media. This includes the right to reproduce the rating and make it publicly available. The customer shall, upon first request, indemnify d.velop against all third-party claims due to the infringement of their rights by the customer's rating. This includes the costs of an appropriate legal defence. The customer shall support d.velop in defending against the claims asserted.

4 Delivery

4.1 In the case of clauses 2.1 a) and 2.1 b), and unless otherwise agreed, d.velop shall provide the customer with a download link and forward to them the necessary access information and a licence key.

4.2 In the case of clause 2.1 c), and unless otherwise agreed, d.velop shall provide the customer with the necessary access data.

5 Default of acceptance

5.1 If the customer defaults in accepting the relevant services or fails to cooperate, or if d.velop's performance is delayed for other reasons for which the customer is responsible, d.velop may demand compensation for the resulting damage, including additional expenses.

5.2 The customer will also be in default of acceptance if they do not cancel or postpone the agreed services at least ten working days (Monday to Friday) before the start of the performance of such services. In this case, d.velop may demand the payment agreed for the services not rendered as a result of the delay, with no obligation to render subsequent performance. d.velop shall nevertheless allow to be credited against it the value of what it saves as a result of not having rendered the services, or of what it acquires or wilfully fails to acquire from other use of its services (s. 615 German Civil Code). If the customer cancels or postpones the agreed services less than ten working days before they commence, d.velop may charge 25% of the agreed payment. If such cancellation or postponement is less than four working days before commencement, this will increase to 50 % of the agreed payment. If such cancellation or postponement is on the day of the service or on the previous working day (Monday to Friday), this will be 100% of the agreed payment. Both parties remain free to prove that d.velop has lost a higher, a lower, or no payment at all.

6 Rights of use

6.1 On full payment of the agreed consideration, d.velop shall grant the customer the non-exclusive, geographically-unrestricted right to use the software for the contractually-specified number of named users ("Named Users"):

- for an unlimited time in the case of a Software Purchase On Premises (clause 2.1 a));
- for a time limited to the term of the contract in the case of a Software Lease On Premises (clause 2.1 b)); or
- for a time limited to the term of the contract in the case of SaaS (clause 2.1 c)).

For clauses 2.1 a) and 2.1 b), use in accordance with the contract includes downloading, installing, loading into the Random Access Memory, displaying and running the software. For clause 2.1 c), this includes access to the software through a browser.

6.2 The customer's group companies, within the meaning of s. 18 German Stock Corporation Act (*Aktiengesetz - AktG*) and in which the customer holds a majority stake of at least 51%, are equally entitled to use the software. This does not include the independent authority to sublicense or otherwise transfer the customer's rights of use. This right of use will terminate if the customer no longer holds a majority stake in a group company.

6.3 The customer may not duplicate the software except where necessary for use in accordance with the contract. In the case of clauses 2.1 a) and 2.1 b), the loading of the software into the Random Access Memory is, in particular, necessary for use in accordance with the contract.

6.4 Producing a backup copy is only permissible in the case of clauses 2.1 a) and 2.1 b) and only if, in exceptional circumstances, it is not possible to download the software again using a download link which d.velop provides. In this case, the customer shall label the backup copy as such and mark it with d.velop's copyright notice.

6.5 In the case of clauses 2.1 a) and 2.1 b), the customer may also duplicate and decompile the software in accordance with the conditions set out in s. 69e German Act on Copyright and Related Rights (*Urheberrechtsgesetz – UrhG*).

6.6 Subject to clause 6.7, the customer shall not resell the software to third parties or otherwise render it accessible to third parties (including by leasing it, sub-leasing it, lending it, making it publicly available or publicly exhibiting it).

6.7 Notwithstanding clause 6.6, in the case of clause 2.1 a), the customer may permanently transfer the acquired copy of the software to a third party, including the rights of use regulated in the GTCS as well as the relevant documents. In this case, the customer shall cease using the software entirely and delete all copies of it unless legally obliged to retain them. d.velop may demand that the customer inform it regarding the carrying out of these measures.

6.8 The customer shall not modify or alter the software unless this relates to removing a defect to ensure use in accordance with the contract and d.velop is in default as regards remedying the defect.

6.9 If the customer exceeds the number of licences granted under the contract without d.velop's prior consent, d.velop may demand the payment attributable to this excessive use in accordance with its then current price list, based on an individual licence together with a once-off processing fee equal to 25% of the payment attributable to the excessive use. The customer retains the right to prove that d.velop has incurred substantially lower costs or no costs at all in the individual case. Any further claims for damages will remain unaffected. The excessive use will be invoiced in the month following that in which it occurred.

7 Test licences

7.1 d.velop shall provide the customer with a free software test licence upon request. d.velop may determine the testing period at its own discretion. The right of use in relation to the test licence comprises only the trialling of the software in a testing environment. In all other respects, the rights of use provided for in clause 6 will apply.

7.2 If the customer does not purchase a productive licence by the end of the testing phase at the latest, the test licence will be deleted, including the administrator ID, all user IDs and all customer content.

8 Open-source software

The software contains open-source software components. The use of these components is exclusively governed by the corresponding terms of use of the open-source software components. In the event of a conflict with the GTCS, the licencing provisions of the open-source software will prevail.

9 Payment and payment terms

9.1 The customer shall pay d.velop the agreed payment for the services pursuant to clause 2. Unless otherwise agreed, the payment will be based on d.velop's price list, valid at the time the contract is concluded, which is expressly part of the relevant contract. Unless otherwise agreed, the payment will be invoiced in advance.

9.2 Statutory value-added tax (*Umsatzsteuer*) will be in addition to the agreed payment.

9.3 Unless otherwise agreed, invoices will be issued electronically.

9.4 Unless otherwise agreed, the payment will be due (without deduction) within 14 days of receipt.

9.5 The customer shall raise any objections to the invoice with d.velop within 14 days of receiving it. After this period, the customer will be deemed to have approved the invoice.

9.6 The customer will only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

9.7 d.velop may, at its reasonable discretion, adjust the payment to be paid on the basis of the contract (s. 315 BGB) to the development of the costs decisive for the price calculation. A price adjustment will come into payment in particular if energy or IT-infrastructure usage costs increase or decrease, or other changes in economic or legal circumstances give rise to an altered cost scenario. Increases in one cost category may only justify a price increase to the extent that they are not offset by cost decreases in other areas. In the event of cost reductions, d.velop shall reduce the prices to the extent that these cost reductions are not fully or partially offset by increases in other areas. In exercising its reasonable discretion, d.velop shall select the relevant points in time for a price change in such a way that cost reductions are not taken into account according to standards less favourable to the customer than cost increases - cost reductions and increases must impact prices in equal measure. Notice of any adjustment to the agreed payment shall be in text form in accordance with s. 126b BGB ("Text Form") at least three months before it comes into effect. In this case, the customer may terminate the services affected by the price increase by giving four weeks' notice from the date on which the price increase comes into effect.

10 Warranty, maintenance and support

10.1 d.velop warrants that the software and the user documents meet the agreed quality and that the contractually agreed use by the customer does not conflict with any third-party rights. d.velop shall not be liable for deviations from the agreed quality, conflicting rights based on use contrary to the contract, or unauthorised modifications by the customer or third parties.

10.2 Technical data, specifications, product descriptions and promises of performance contained in the contract and its annexes are to be understood exclusively as specifications of quality within the meaning of s. 434 (1) sentence 1 German Civil Code and not as an independent guarantee (*selbstständige Garantie*), or warranty of quality or durability (*Beschaffenheits- oder Haltbarkeitsgarantie*). Guarantees will only be granted if they are expressly designated as such.

10.3 In the case of clauses 2.1 a) and b), the customer shall provide d.velop with the access to the software and documents required for the purposes of remedying a defect.

10.4 d.velop may decide whether it remedies a defect by way of rectification or replacement. This applies accordingly to defects in title (*Rechtsmängel*). Rectification will also be deemed to have been made if d.velop provides the customer with a temporary solution ("workaround"), provided that this remedies the defect. The same will apply if the defect can be circumvented by a different use of the software, provided that the customer can reasonably continue to use the software. Rectification includes adapting the user documents to the extent necessary.

10.5 After two failed attempts at substitute performance, the customer may rescind the contract, or demand a reduction of the agreed payment as well as damages in accordance with clause 11. This is on condition that the customer has unsuccessfully requested d.velop in Text Form to remedy the defect within a reasonable period after a failed attempt at substitute performance and has thereby indicated that they will otherwise exercise their statutory rights in respect of defects.

10.6 In the case of clauses 2.1 b) and c), the customer may not claim a reduction in the software lease amount by independently deducting the reduction from the current lease amount. The customer's right under the law of unjustified enrichment to reclaim, on the basis of a justified reduction, part of the lease amount paid in excess remains unaffected.

10.7 If, through the provision of the services under this contract, there is an infringement of third party property rights (*Schutzrechten*) for which d.velop is responsible, it may, at its own expense and discretion, either acquire the rights of use which the customer requires, or modify the service concerned or provide it again in such a way that third party property rights are no longer infringed, but there is still compliance with the contractual arrangements. To the extent that d.velop cannot grant the necessary rights of use or change the contractual performance as necessary, the customer may terminate the contract immediately. Any further claims for damages on the part of the customer will remain unaffected and their assertion will be governed by clause 11.

10.8 In the case of clauses 2.1 b) and c), strict liability for initial defects in the software is excluded.

10.9 The limitation period for warranty claims is 12 months. Clause 11.1 will apply notwithstanding this.

10.10 If inspection of a defect notified by the customer reveals that there is in fact no such defect, d.velop shall be entitled to reimbursement of the costs and expenses incurred for the inspection.

10.11 In addition to the warranty stipulated in clauses 10.1 to 10.7, d.velop shall provide maintenance and support services. For clause 2.1 a), this will only apply if the parties enter into a separate agreement.

10.12 Further details are to be found in the SLA.

11 Liability

11.1 d.velop shall bear unlimited liability only (a) for intent or gross negligence, (b) for fraudulent concealment of a defect, (c) for injury to life, limb or health, (d) to the extent of a guarantee assumed by it, or (e) under the Product Liability Act (*Produkthaftungsgesetz – ProdHaftG*).

11.2 In the event of a minimally negligent breach of a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer regularly relies and may rely (*Kardinalpflicht*), liability will be limited to the damage that could reasonably be expected on conclusion of the contract.

11.3 In all other respects, any liability on the part of d.velop is excluded.

11.4 These limitations on liability also apply to the actions of d.velop's legal representatives and agents.

11.5 The customer's liability claims will prescribe within 12 months, excluding claims according to clause 11.1. In all other respects, the applicable statutory provisions apply.

12 Force majeure

In the event of force majeure preventing d.velop from (timeously) rendering its services, it will be released from its obligation to perform with regard to the services affected for the duration of the force majeure's effect and, in addition, for a reasonable period for the services to resume. In this case, any deadlines will be postponed for such period. Force majeure means all unavoidable coincidences as events causing damage which d.velop could not have avoided even by exercising the utmost care that could still reasonably have been expected. These include, but are not limited to, fire, explosion, flooding, war, a blockade, an embargo, industrial action, pandemics, as well as any official measures in connection with such events. Claims for damages are excluded in this case.

13 Export control

If the software is subject to export and/or import control restrictions, the customer shall comply with these.

14 Sub-contractors

14.1 d.velop may have the contractually agreed services performed by subcontractors. In this case, d.velop remains the customer's sole contracting partner.

14.2 d.velop shall carefully select the subcontractors it uses. Any fault on the part of the subcontractor will be equivalent to any fault on d.velop's part.

15 Customer cooperation

15.1 Specific obligations to cooperate on the part of the customer may be agreed individually between the parties. Even without a corresponding agreement, the customer will at least be subject to the obligations to cooperate pursuant to clauses 15.2 to 15.9 inclusive.

15.2 The customer shall grant d.velop such access to its IT systems as is necessary for the proper performance of the services. To the extent necessary, the customer shall also grant d.velop access to its business premises.

15.3 The customer shall maintain the system requirements necessary and technically suitable for the performance of the contract ready for operation in accordance with the current state of the art (*nach dem aktuellen Stand der Technik*) and compatible in accordance with the relevant releases of third-party products.

15.4 In addition, the customer shall provide d.velop with the information and data required for the performance of the services in a format suitable for processing. This also applies to information relating to any changes to the software or system environment made by the customer.

15.5 The customer shall grant d.velop the rights of use to third-party software, in particular, databases, server operating systems and applications required for the provision of the services.

15.6 The customer shall maintain the access data provided to them confidential and inaccessible to third parties. The customer shall also take suitable precautions to prevent unauthorised access by third parties.

15.7 The customer shall not process any legally infringing content with the software. To this end the customer shall, to the extent necessary, instruct their employees to comply with the applicable statutory provisions, in particular copyright law.

15.8 On concluding the contract, the customer shall appoint a qualified contact person and representative who will have all decision-making powers and authority required for the performance of the contract.

15.9 In the case of clauses 2.1 a) and b), the customer shall be responsible for sufficiently backing up their data, unless otherwise agreed between the parties in individual cases. For clause 2.1 c), d.velop shall carry out regular backups for the customer.

15.10 If the customer breaches the obligations in this clause, the agreed delivery and performance dates will be extended accordingly. Any further claims for damages on the part of d.velop will remain unaffected.

16 Self-disclosure and audit

16.1 During the term of this Agreement, d.velop may obtain self-disclosure from the Customer (e.g. through the answering of a questionnaire or a report from the licence server) or conduct an audit.

16.2 Audits may be carried out at any time if there is a concrete suspicion of conduct in breach of the contract (for example, if the rights of use in clause 6 are exceeded). Without concrete cause, d.velop may audit once a calendar year at most, with a reasonable notice period of at least ten working days. For the purposes of the audit, a third party appointed by d.velop and bound by professional confidentiality may enter the customer's business premises during normal business hours, inspect business documents within the scope of the applicable data protection laws, and obtain access to IT systems, including their configuration, and make copies. The third party will exclusively inform d.velop whether and by what means any conduct in breach of the contract has occurred. The customer shall provide full support in the context of an audit as well as all necessary information. Each party shall bear its own costs arising out of self-disclosure or an audit. Notwithstanding this, if it is determined that a breach of contract has occurred, the client shall bear all costs.

17 Right of retention

d.velop may immediately block access to the software if the customer fails to meet its payment obligations on time, or if there is a reasonable suspicion that the customer is in breach of the rights of use under clause 6 or its obligations to cooperate under clauses 15.2 and/or 15.3. Such block will be lifted as soon as payment has been made or the suspicion allayed.

18 Change request

18.1 As far as a performance of work (*Werkleistung*) is concerned, the customer may request changes to the agreed performance until acceptance. The customer shall request any changes in Text Form. d.velop shall examine the customer's change request and, subject to the following provisions, submit a change offer to the customer in Text Form without undue delay, as a rule within four weeks.

18.2 If a change request requires an extensive review by d.velop, or a large number of change requests require considerable time and effort overall, d.velop may demand reasonable remuneration for such review and for preparing the change offer. d.velop shall inform the customer of this in advance in Text Form and only begin the review and prepare the offer once the customer has confirmed the order for the review in Text Form.

18.3 d.velop will not be obliged to make a change offer if implementing the change request is unreasonable for it. In this case, the contract will continue to apply unchanged. In particular, change requests which in themselves or together with other change requests lead to a reduction of the originally agreed remuneration by more than 10% are unreasonable.

18.4 The customer shall consider d.velop's change offer and inform d.velop within two weeks as to whether it accepts the offer. If the customer does not accept the change offer, the contract will continue to apply unchanged. The provisions of this clause will apply accordingly to proposed changes by d.velop.

19 Acceptance

19.1 As far as a performance of work (*Werkleistung*) is concerned, d.velop shall make the work available to the customer for acceptance-testing on the contractually agreed date.

19.2 The customer shall accept the work performance if it is free from material defects in quality and title, in particular if it meets any agreed acceptance criteria. Insignificant defects do not entitle the customer to refuse acceptance. The parties shall document any defects identified during acceptance-testing.

19.3 The customer may declare acceptance expressly or by conclusive conduct (*schlüssiges Handeln*). In particular, the work performance shall also be deemed to have been accepted if the customer:

a) uses the software productively or with real data, unless such use is solely for the purposes of acceptance testing; or

b) has not, within ten days of the complete provision of the work performance for acceptance-testing, either refused acceptance due to defects that are not merely insignificant or expressed well-founded reservations against the acceptability of the work performance.

19.4 On acceptance, the risk of accidental loss and destruction of the work performance passes to the customer.

20 Term and termination

20.1 Unless otherwise agreed, the relevant contract will enter into force on signature and run for an indefinite period.

20.2 Unless otherwise agreed, continuing obligations have a minimum contract term of twelve months. The minimum contract term begins with the first provision of the service. On expiry of the minimum contract term, the contract will be extended by a further twelve months in each case unless terminated by one of the parties with three months' notice to the end of a contract year. The same applies to the termination of separable partial services (*abtrennbarer Teilleistungen*) as well as the reduction of the number of users.

20.3 Individual contracts for deliveries and services to be provided once or over a certain period will end with the last delivery or service without the need for termination.

20.4 The right to extraordinary termination of the contract for good cause remains unaffected.

20.5 Termination notices must be made in Text Form.

21 Consequences of termination

21.1 After the termination a leasing arrangement within the meaning of clause 2.1 b) or c), the customer shall cease using the software. If d.velop has made the software available to the customer to download, it may demand that the customer delete the software and other programme copies, and destroy the documents, materials and other records provided. If d.velop has exceptionally not provided the customer with the software through a download link, but on a physical data carrier, the customer shall return to d.velop the software together with all program copies (including any backup copy) as well as all documents, materials and other records provided. The customer shall bear the cost of such return.

21.2 Upon request, d.velop shall provide support services in relation to the termination and, if necessary, against separate payment. If the customer requires support in exporting its data, it shall provide at least two months' notice.

21.3 Any use of the software after termination of the leasing arrangement is not permitted.

22 Switching between data processing services and exit under the Data Act (Regulation EU 2023/2854)

22.1 The customer may, at their request, switch to another data processing service or transfer or delete all exportable data and digital assets to an ICT infrastructure on their own premises. They must inform d.velop of this intention with two months' notice. In the event of a switch to another provider, the customer must provide d.velop with the necessary information about the new provider, in particular its name.

22.2 During the switching process, the following can be transferred:

- Any categories of data that the customer has stored in d.velop's systems; 'Data' within the meaning of the Data Act refers to any digital representation of actions, facts or information, as well as any compilation of such actions, facts or information, including in the form of audio, visual or audiovisual material; for each date, a JSON file containing all metadata (e.g. attributes, version information and links to file structures) can also be exported;
- any categories of digital assets that the customer has stored in d.velop products; 'Digital assets' within the meaning of the Data Act refers to items in digital form – including applications – for which the customer has a right of use, regardless of the contractual relationship with the data processing service that they wish to switch; Third-party applications for which there is no contractual relationship between the customer and d.velop remain under the control of the customer and are merely connected to d.velop products via an interface.

22.3 After expiry of the notice period in accordance with Section 22.1, d.velop shall enable the customer to transfer or migrate the exportable data and digital assets to the customer's own ICT infrastructure within a transition period of no more than 30 days. If the transition period of 30 days is not technically feasible, d.velop shall notify the customer within 14 working days of the customer's notification in accordance with Section 22.1, duly justify the technical unfeasibility and specify an alternative transition period, which may not exceed seven months. During this alternative transition period, the customer may continue to use the products unchanged. The customer is entitled to extend the transition period once for a period that it deems more appropriate for its own purposes.

22.4 The export of data and digital assets can be carried out by the customer themselves using the existing REST interface. A description of this interface is available at https://help.d-velop.de/dev/documentation/dms-app. Alternatively, d.velop can activate a special export interface for the customer upon request. A description of this interface is available at https://help.d-velop.de/docs/de/pub/documents-repo-export-developer/latest. The use of both interfaces is free of charge. If necessary, d.velop will assist the customer in exporting their data and digital assets. d.velop may request reimbursement from the customer for any costs incurred by d.velop that are directly linked to this. The amount of the costs will be agreed upon in advance between d.velop and the customer.

22.5 After expiry of the transition period specified in Section 22.3, the customer must retrieve the exportable data and digital assets within a retention period of 30 days. After expiry of this retention period, the exportable data and digital assets will be completely deleted by d.velop, provided that the transfer or export has been successfully completed.

22.6 Once the switch or export has been successfully completed, the contract shall be considered to be terminated. If the customer does not wish to switch but to delete their exportable data and digital assets after termination of the service, the contract shall be considered to be terminated upon expiry of the notice period specified in Section 22.1.

22.7 If, in accordance with Section 22.6, the contract is deemed to be terminated before the end of the contractually agreed term, the customer shall pay d.velop compensation for the early termination. The amount of compensation shall correspond to the contractually agreed remuneration that would still have been owed by the customer until the end of the contractually agreed term. However, d.velop must offset any expenses it saves as a result of the early termination of the contract.

22.8 d.velop shall provide the customer and third parties authorised by the customer with appropriate support in implementing the change, taking into account the customer's exit strategy. Within this framework, d.velop shall, among other things, provide the customer with all relevant information. With regard to the costs of this support, clause 22.4 sentence 7 shall apply accordingly.

22.9 d.velop will also act with due care to maintain the continuity of the customer's business operations during the switch and to continue to provide the functions or services specified in the contract. d.velop shall inform the customer in good time of any known risks to the uninterrupted provision of the functions or services attributable to d.velop as the original provider of the data processing services. During the switching process, d.velop shall ensure a high level of security; this applies in particular to the security of the data during its transfer and the continuous security of the data during the retention period specified in clause 22.5.

22.10 Information on the jurisdiction to which the ICT infrastructure established for data processing by the individual services is subject, as well as a general description of the technical, organisational and contractual measures taken by d.velop to prevent international government access to or international government transfer of non-personal data stored in the Union, is available at https://www.d-velop.de/impressum.

23 Confidentiality and references

23.1 The parties shall keep confidential information secret in accordance with a separate confidentiality agreement.

23.2 Notwithstanding this, each party may refer to the parties' existing business relationship in its marketing by mentioning the other party's name and using its logo. The other party may specify the manner of use (for example, regarding the specific logo and its corporate design). References beyond this will require the conclusion of a separate reference-customer agreement (*Referenzkundenvereinbarung*).

24 Data protection

24.1 The parties shall comply with the data protection regulations applicable to them.

24.2 If and to the extent that d.velop processes the customer's personal data in the course of providing the services, the parties shall enter into a specific data processing agreement (*Auftragsverarbeitungsvertrag*) prior to the commencement of the processing.

25 Amendments to the GTCS

25.1 d.velop may amend the GTCS. d.velop shall only amend for good cause, in particular due to new technical developments, changes in jurisprudence or other similar reasons. If the amendment significantly affects the contractual equity between the parties, the amendment will not be made. Changes going beyond the first sentence of this clause require the customer's consent.

25.2 d.velop shall notify the customer at minimum in Text Form of any amendment at least eight weeks prior to them taking effect. The customer's consent within the meaning of the third sentence of clause 24.1 will be deemed to have been given if the customer does not object to the amendment, at least in Text Form, within four weeks of being notified. If there is any objection, the amendment will not become effective.

26 Applicable law and jurisdiction

26.1 This contract will be governed by German law to the exclusion of conflict-of-laws provisions and those of the UN Convention on Contracts for the International Sale of Goods.

26.2 d.velop's registered office is the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract.

27 Other

27.1 There are no verbal or written ancillary agreements to this contract. Amendments and supplements to the contract shall be made at least in Text Form. This also applies to the waiver of this Text Form requirement.

27.2 The parties may only transfer the contract, and any rights and obligations arising out of it, to a third party with the prior consent of the other party in Text Form. This will not affect cases of statutory universal succession (*Gesamtrechtsnachfolge*).

27.3 If individual contractual provisions are invalid or unenforceable, this will not affect the validity of the remaining provisions. The parties undertake to replace such provisions with valid and enforceable provisions corresponding as closely as possible to the meaning and commercial purpose as well as the intention of the parties at the time of concluding the contract. The same will apply in the event of an unintended omission from the contract.