Fabasphere

Cloud Service Agreement

Valid from January 1st, 2026

Public

Präambel

A. The Cloud Service Agreement (hereinafter referred to as "CSA" or "Contract") regulates the rights and duties between the Contractor and the Customer (together referred to as the "Contract Parties" in this context.

The contractor offers the service package as defined in more detail in the CSA information sheet, including the associated contractual basis, in the Public Cloud and Government Cloud operating models as Software as a Service ('SaaS') and Private Cloud (hereinafter also referred to as 'service package').

The service package relates to a Fabasoft solution that is developed and operated in Fabasphere. The technological basis is provided by Fabasphere AI Core, consisting of Fabasoft Cloud and Mindbreeze AI.

B. All provisions of the CSA apply without restriction to the public cloud and government cloud operating models. Some provisions are not applicable in whole or in part to the private cloud operating model. These are marked.The CSA is made up of the "Basis of the Contract" as it is called in the CSA Information Sheet which constitutes an integral component of the CSA and regulates the contractual relationship between the Customer and the Contractor on the use of the Service Package chosen by the Customer. In the event of a conflict between the contractual bases, priority shall be determined by the order of the documents in the CSA Information Sheet, unless otherwise expressly stipulated in the CSA.

The Customer can access, read, save and print the current version of the CSA at the website listed in the CSA Information Sheet under "Link to Basis of the Contract".

C. It is noted that Fabasoft Austria GmbH is appointed as the representative within the meaning of Article 3 (2) in conjunction with Article 27 of the GDPR (EU Data Protection Regulation) within the European Union for Fabasoft Schweiz AG, registration number CHE-114.639.752, Dammweg 9, CH-3013 Bern.

D. Customers can contact the Contractor using the following email address in the CSA Information Sheet under "Possible Contacts", "Data Privacy" in case of any questions regarding the processing of personal data.

The Contractor is also available through this contact option for notifications and communications in the event of security or data protection incidents, complaints or ambiguities, as well as for requests for support in answering requests from data subjects, and in reviews.

E. The current CSA applies to both free and fee-based Service Packages and also regulates in particular the respective contract terms and termination options.

F. The Contractor is also entitled to claim a charge for the Contract concluded with the Customer should the Service Package not be expressly and unequivocally advertised as being cost free. The applicable prices at the time of concluding the Contract are stated in the underlying offer. The agreed charge is to be paid in advance of the specific payment period.

G. The features and properties of the integrated software product, the use of which are connected with this Service Package, shall be defined in a separate software product information document. For the respective up-to-date version of the integrated software product,

the relevant version of the software product information document is applicable and enforceable. The current version of the software product information document can be found at the website listed in the CSA Information Sheet under "Link to the Basis of the Contact".

H. You are not permitted to use the Service Package without contract.

You may not accept the contents of this contract if you are unable to conclude a binding contract with the Contractor due to the applicable legal provisions (e.g. because you are not of age), or if you are a consumer within the meaning of the applicable legal provisions. The Contractor shall direct its activities **exclusively to entities and sole proprietors** within the meaning of the applicable legal provisions.

I. The Contractor recommends that you read these documents carefully (including the Basis of the Contract) and print them out or save them locally for your documentation.

J. The provisions of this preamble shall form part of the contract.

1. Subject of the Contract

1.1. Upon conclusion of the contract, the contractor grants the customer a spatially unrestricted, non-exclusive and non-transferable licence to use the service package as defined in more detail in the contractual basis, limited to the duration of the valid contract concluded between the customer and the contractor for the use of the service package.

1.2. The features, properties and definition of the Service Package are specified as follows (hereinafter also as "Performance Parameters"):

(i) through the "Software Product Information (SPI)" and 'Technical Information Fabasphere, see the CSA Information Sheet "Basis of the Contract" and

(ii) through the Performance Characteristic Data Center Operations, Public Cloud and Government Cloud Operating Models', see the CSA Information Sheet "Basis of the Contract" and

(iii) through the Performance Characteristics Data Security Operating Models Public Cloud and Government Cloud', see the CSA Information Sheet "Basis of the Contract" and

(iv) through the Performance Characteristics Support Operating Models Public Cloud and Government Cloud or Performance Characteristics 3rd Level Support Operating Model Private Cloud, see the CSA information sheet, 'Contractual Basis'.

1.3. The Contractor expressly reserves the right to change the CSA in question, the other contractual bases, and the performance parameters for the Service Package selected by the Customer under the following conditions.

The CSA published at the time of the conclusion of the contract under "Link to the Basis of Contract" indicated in the CSA Information Sheet last updated is applicable to the contractual relationship.

Changes to the CSA shall generally take effect for the Customer with the next payment period, unless otherwise stated below.

If the amendments to the CSA are required due to changes in the legal basis, e.g. changes in the legal/regulatory situation, new supreme court rulings, etc., the respective amendment

to the CSA shall already be effective as of the effective date specified in the CSA under "Link to the Basis of Contract" in accordance with the CSA Information Sheet.

Changes to the CSA will be announced at least 14 days before they take effect.

1.4. Amendments to the contractual annexes shall in each case take shall effect on the respective date of their entry into force, unless otherwise expressly stipulated in the respective contractual annex. For contractual relationships with Customers that correspond to a cost-free service package, changes of the CSA and the performance parameters are possible and permitted at any point during an existing contract period. The most up-to-date version published under the "Link to the Basis of the Contract" pursuant to the CSA Information Sheet applies to the contractual relationship.

2. Registration

2.1. The Contractor requests information (contact details) that is necessary and relevant in order to conclude a transaction with the interested party as a Customer on the basis of this information and to activate the Customer as a user. A description of these contact details can be found in the "Basis of the Contract", "Performance Characteristic Data Security" listed in the CSA Information Sheet.

3. Conclusion of the Contract

3.1. The Contract shall come into effect with the sending of the order or registration confirmation, at the latest, however, with the delivery of the Contractor's invoice to Customer on the "Basis of Contract" stated in the CSA Information Sheet.

3.2. The Contractor cannot technically establish with certainty whether a Customer really is the person that the Customer claims to be. Therefore, the Contractor provides no guarantee as to the actual identity of a Customer. For this reason, each Customer must be convinced of the identity of another Customer or of the identities of natural persons allocated by this Customer.

3.3. By entering into this Agreement, the Customer confirms that he/she is **an entity or sole proprietor** within the meaning of the applicable legal provisions.

4. Duration and termination of the Contract

4.1. The Contract for a cost-free service package shall be concluded for an unlimited period of time and may be terminated by either contractual party without providing a reason, subject to a notice period of one week.

4.2. The contract for a paid service package is also concluded for an indefinite period. The payment period is specified in the underlying offer. The contractual relationship may be terminated by either party without giving reasons, subject to a notice period of two months to the end of a calendar month, unless longer notice periods are mandatory under statutory

provisions. No refunds will be made for payments already made in the event of termination by the customer.

4.3. Concluding a CSA for certain service packages may require a modification to the payment period of service packages that have already been purchased. During the purchase process, the Customer will be made aware of exactly which modifications to payment periods are linked with the conclusion of a CSA of this kind.

4.4. Furthermore, the contractual parties are entitled to cancel the contract with immediate effect on justifiable grounds ("good cause", defined below) without complying with notice periods or notice dates.

Good cause that entitles the Contractor to cancel the Contract with immediate effect includes, in particular: a) if the Customer is in arrears with payments by more than 30 days, b) if the Customer has violated their obligations assumed pursuant to this Contract, especially violations of statutory provisions by the Customer (e.g. the Customer advertises for associations or groups – or their methods or activities – that are monitored by security or youth protection authorities), c) if the Customer provides incorrect contact details or payment information to the Contractor, or d) if the Customer harms one or several other Customers. In general, good cause shall also be deemed to exist if the conduct of a contractual party causes the other contractual party to lose trust in the former within the continuing obligation, or if the provision of services is impossible or economically unreasonable for the Contractor

4.5. The notice of termination and the declaration of termination of the contract for good cause must be sent in writing by e-mail to the address specified in the CSA information sheet under 'Notices of termination' or by submitting the duly completed termination form, available online under 'Further helpful links', 'Termination form' in accordance with the CSA information sheet in good time; The contractor's notice of termination must be sent to the email address provided by the customer during the registration process. When terminating the contract, the customer must provide their identification details (e.g. name, company, address, commercial register number, VAT number) and the email address they registered with in order for the termination to be legally valid. In the case of a notice of termination, the deadline shall be deemed to have been met if the notice of termination has been received by the other party before the start of the notice period.

4.6. Applicable to the Public Cloud and Government Cloud operating models: No later than 14 days after termination of the contract, the contractor shall inform the customer by means of an automatically generated message of the impending termination of the contract and the contractor's right to delete the data stored by the customer (user data) in the data locations. The contractor is expressly entitled to permanently delete the data stored by the customer in the data locations after a period of at least 4 months and at most 6 months, calculated from the termination of the contract, i.e. in a manner that cannot be restored. This deletion shall be carried out by the contractor regardless of the quality, nature, value and significance of this data for the customer. At the request of the customer, which must be declared to the contractor in writing by e-mail before the expiry of 4 months from the termination of the contract , the contractor shall be prepared, within a period of at least 4 months and at most 6 months after termination of this contract, to provide the customer with specifically designated data stored by the customer in accordance with this contract

on machine-readable recording media in return for a fee to be determined in each individual case in accordance with the law; In this case, documents in the user data shall be provided in the technical format in which they were uploaded by the customer, and metadata of the user data shall be provided in an XML format supported by the contractor. The customer acknowledges with constitutive effect that the contractor has thereby fulfilled its support obligations within the meaning of the Digital Data Act.

The contractor therefore recommends that the customer remove their data from the system themselves and take it back before the date of termination of this contract.

4.7. Applicable to the Public Cloud and Government Cloud operating models: If the Customer changes from a service package to another service package with lower performance parameters after the end of the payment period, the Customer shall adjust the storage volume used by them for data stored by the Customer to the lower performance parameters of the newly selected service package as of the effectiveness of the Contract change, otherwise the Contractor shall be entitled to delete such data in accordance with this CSA.

5. Customer

5.1. Only the Customer and natural persons named by this Customer (allocated natural persons and their roles) have authorization to use the service package. A Customer is understood as a legal entity (natural person, legal person, plurality of persons) that has concluded the contract, is responsible for the rights and obligations within the conclusion of the contract and, in particular, therefore also pays for the charges included in the conclusion of the contract. Therefore, the Customer's identity must be specified in connection with the conclusion of the contract (e.g. name, company, address, companies' trade register number, UID). Upon conclusion of the contract, the customer shall specify how many natural persons attributable to the customer are intended for fee-based roles for the use of the service package and, in the case of the Public Cloud and Government Cloud operating models, what storage volume the contract is based on.

6. Performance parameters

6.1. The variety of service package options represents the contractually defined performance parameters. If these performance parameters specified with the Customer at the conclusion of the respective Contract (e.g. the storage volume) are exhausted, further use of the service package (e.g. data storage) may not be possible.

The customer has the option of entering into a new contractual relationship with the contractor, in which the customer opts for a service package with higher performance parameters.

6.2. Applicable to the Public Cloud and Government Cloud operating models: The data stored for the customer is data for which the customer is registered as the authorised data owner (user data).

6.3. If the Customer upgrades to a service package that offers higher performance parameters during a payment period and/or if the Customer purchases additional service packages

during a payment period, the payments for these shall be calculated pro rata for the remaining payment period of the original service package.

6.4. During a payment period for a service package subject to a fee, it is not possible to downgrade to a service package subject to a fee with lower performance parameters.

6.5. Applicable to the private cloud operating model:

The customer is solely responsible for operating the service package. To ensure the service package functions properly, the technical requirements specified in the document 'Technical Information Fabasphere' must be met before the start of productive operation and maintained throughout the entire term of the contract in accordance with the current version of the document.

The customer is obliged to use the latest version of the service package, as otherwise the guaranteed functionalities cannot be ensured. The contractor will retain software versions of the service package for a period of 6 months from the release of the next version.

7. Payment, due dates, default penalties

7.1. Term-related payment

7.1.1. The service package agreed with the Customer and the current price at the time of concluding the Contract are required for the payment due to the Contractor in accordance with the Contract. The price per activity, including the appropriate currency, can be seen in the underlying offer. Payments can only be made in the respective currencies that are provided in the underlying offer. The prices given are net, without VAT.

7.1.2. The agreed payment basically cannot be changed throughout the payment period specified by the Customer upon conclusion of the Contract. For any new payment periods, the Contractor is entitled (for the first and all subsequent new payment periods) to set a new fee for the use of the service package, which then applies from the start of the respective payment period. If the price increase for a new payment period is more than 5% in comparison with the last price charged, the Customer may terminate the contractual relationship within 14 days of the start of the new payment period with the increased price conditions (of more than 5%) in writing to become effective at the end of the month following the charge at the new price. In the event that the contractual relationship is terminated by the Customer due to a price increase, the Contractor shall charge the Customer the price applicable prior to the price increase for the duration of the notice period. In the event of a good cause (e.g. unforeseeable price increases by the Contractor's suppliers), the Contractor shall be entitled to increase the payment before the end of the payment period. In this case, the Customer is entitled to terminate the contractual relationship for good cause in accordance with the above-mentioned modalities.

7.1.3. The payment is to be made in advance of the conclusion of the Contract and at the start of a new payment period.

7.2. Activity-related payment

7.2.1. These payments concern the use of the service packages, wherein their use is for carrying out activities subject to a fee. The price per activity, including the appropriate currency,

can be seen in the underlying offer. Payments can only be made in the respective currencies that are provided in the underlying offer. The prices given are net, without VAT. These payments shall be due in advance (before the first activity is carried out). If the Customer has purchased a package for multiple activities, there shall be a time limit for carrying out these activities, which means that the activities must be completed within this limit. The respective applicable time period is specified in the underlying offer.

7.3. General provisions

7.3.1. Payment of the agreed charge is to be made by invoice within 30 days, automatic bank transfer, direct debit or other similar, automated payment methods.

7.3.2. The Customer is not entitled to offset any claims to which they are entitled against payment of the fee to the Contractor unless these claims are undisputed or have been bindingly established in court. The payment obligation remains effective regardless of whether the requested user accounts are actually used.

7.3.3. In the event of delayed payments from the Customer, the Contractor reserves the right to suspend or end the services packages being provided, without prejudice to other rights to which they are entitled. The Contractor is entitled to this suspension of service packages, only insofar as this causes no risk to the security or integrity of the Customer's (personal) data. Interest on arrears of 8 percentage points above the base interest rate according to the publication of the National Bank in the country of the head office of the Contractor shall be considered as agreed. In addition, the Customer shall reimburse the Contractor for all necessary costs that are incurred in connection with collection. In the case of the Public Cloud and Government Cloud operating models, the contractor is entitled to irretrievably delete the data stored by the customer in the data locations (see section 4.6).

8. Warranty

8.1. Matters relating to the factual and/or substantive performance and fulfilment of the contract and the determination of warranted characteristics and/or agreed qualities of the service package agreed with the customer (including, for example, the hardware and software environment required at the customer's premises in accordance with the document 'Technical Information Fabasphere' in its current version, availability, response time behaviour, type of data storage, type of measurement, recording and documentation of performance parameters, etc.) are determined exclusively and conclusively in accordance with the references defined in point 1 of this Contract.

The Contractor guarantees that the type, features and properties of the service package agreed with the Customer in individual cases shall fundamentally meet the performance parameters attributed to the most recent version of the respective service package.

8.2. If the service is not performed in accordance with the Contract, or is performed with errors, and the circumstances can be recreated by the Contractor and the Contractor is able to achieve these circumstances, the Contractor shall be obliged to produce a defect-free condition for the Customer at no additional cost and within a reasonable period. This is conditional on an objection from the Customer that is made immediately and within two weeks

of knowledge, at the latest. If the performance of the service in accordance with the Contract fails significantly for reasons that fall within the control of the Contractor, even within a reasonable period set by the Customer, the Customer is entitled to terminate the Contract without notice. In this case, the Contractor shall be entitled to remuneration for the service packages rendered on the basis of the Contract until the termination takes effect. The remuneration shall only be waived for those service packages for which the Customer proves within 4 weeks after declaration of termination that they are not usable and of no interest to them.

FURTHER CLAIMS BY THE CUSTOMER DUE TO SERVICE FAULTS IN TERMS OF QUALITY AND/OR QUANTITY ARE EXCLUDED. THIS EXCLUSION SHALL NOT APPLY TO DAMAGE CAUSED BY INTENT OR GROSS NEGLIGENCE, NOR TO INJURY TO LIFE, BODY OR HEALTH.

8.3. WARRANTY CLAIMS ARE FULLY EXCLUDED IN ANY CASES IN WHICH THE CONTRACTOR PERFORMS THEIR SERVICE PACKAGES PURSUANT TO THE CONTRACT FOR USING A SERVICE PACKAGE FREE OF CHARGE.

8.4. Applicable to the Public Cloud and Government Cloud operating models: The Contractor shall ensure the high availability of the Data Center operation as described in "Performance Characteristics Data Center Operation". If the Data Center operation is not available for more than 48 continuous hours outside the reserved maintenance window, and the Contractor is responsible for this non-availability, in this case the Contractor shall pay the Customer for each calendar month in which such an event occurs, in lieu of other receivables and claims. This payment shall be a monthly sum that is calculated based on the charge for the Customer's chosen payment period, on a monthly pro-rata basis. The Contractor shall not be considered responsible for the actual non-availability (lack) of high availability if the failure is caused by the availability/lack of availability of the internet or other long-distance transmission technologies and/or if the failure is caused by war, strike, natural disasters,or other comparable cases of force majeure.

9. Liability

9.1. THE CONTRACTOR'S LIABILITY FOR WARRANTY CLAIMS, AS WELL AS THE CONTRACTOR'S LIABILITY FOR ANY DAMAGES, SHALL BE LIMITED TO POSITIVE DAMAGES ACTUALLY CAUSED AND, IN ADDITION, TO DAMAGES CAUSED BY INTENT OR GROSS NEGLIGENCE AND IN THE EVENT OF INJURY TO LIFE, LIMB OR HEALTH. THE CONTRACTOR SHALL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES RESULTING FROM DEFECTS. THE CUSTOMER SHALL CONFIRM AND EXPRESSLY AGREE THAT THE CONTRACTOR IS IN NO WAY LIABLE FOR DAMAGE OF ANY KIND THAT ARISES THROUGH THE USE OF CONTENT, WEBSITES (INCLUDING HYPERLINKS), PRODUCTS AND RESOURCES (HARDWARE AND SOFTWARE ENVIRONMENT) BELONGING TO THIRD PARTIES IN CONNECTION WITH THE SERVICE PACKAGES. AS THE CONTRACTOR HAS NO CONTROL OVER WEBSITES, RESOURCES AND/OR MATERIALS BELONGING TO THIRD-PARTY PROVIDERS, THE CUSTOMER HEREBY EXPRESSLY CONFIRMS AND AGREES THAT THE CONTRACTOR IS NOT LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES OR FOR DATA LOSS TO THE CUSTOMER THAT RESULTS FROM THE USE OF SUCH WEBSITES OR RESOURCES IN CONNECTION WITH THE SERVICE PACKAGES DETAILED UNDER POINT 1 OF THIS CSA. **IN THE SAME MANNER, THE CONTRACTOR**

SHALL NOT BE LIABLE FOR ANY LOSS OF DATA STORED BY THE CUSTOMER, IN PARTICULAR WHEN THIS IS DUE TO FORCE MAJEURE OR ACTS THAT LIE WITHIN THE CUSTOMER'S SCOPE OF INFLUENCE. FOR EACH INDIVIDUAL CASE COVERED BY THE WARRANTY CLAIM OR CLAIM FOR DAMAGES, THE MAXIMUM AMOUNT GUARANTEED FOR ALL POSSIBLE CLAIMS SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEES PAID IN THE PAST TWO YEARS.

9.2. When providing their services pursuant to this Contract for the use of the service package, the Contractor is reliant on usable remote data transmission media being available and on an adequate power supply. If the Contractor is thereby hindered in or prevented from providing services because these essential requirements are not available or not available to the necessary degree, the Contractor shall not be held responsible for this in any way, regardless of however described.

9.3. Applicable to the Public Cloud and Government Cloud operating models: The contractor undertakes not to access the data and data content (user data) received in the course of data centre operations without the prior written consent of the customer in individual cases (except for circumstances in accordance with 5.6 of the agreement on order processing), but to store this data and content solely in the data centres (see information sheet CSA, contractual basis, service features of data centre operation). The contractor therefore bears no responsibility – either to the customer or to third parties – for the content of the stored data. The customer warrants that there are no legal violations in connection with the stored and/or processed data.

9.4. For the sake of clarity, it is hereby stated that the contractor shall not be liable in any way for configurations that may have been made by the customer, including with the aid of third-party products.

The contractor's liability for deletions, corrections, changes, damage, loss or failure to save data by the customer is also expressly excluded. This express exclusion of liability also includes software viruses and any other harmful computer codes, files, scripts or programmes that may be contained in the stored data.

9.5. Applicable to the Public Cloud and Government Cloud operating models: The customer alone is responsible for the content of the data stored under the contract for the use of a service package (regardless of whether it is stored by the contractor or the customer) and generally responsible for usage behaviour, as if the data were stored on the customer's own hardware and software in-house. The customer may therefore only use the service packages provided by the contractor for use in accordance with the contract in compliance with the relevant national, international, intergovernmental and supranational legal provisions. In particular, but not exclusively, the customer shall therefore

(i) not send spam emails or other bulk/unsolicited emails;

(ii) not store or send any content that is offensive, obscene, harmful to young people or that violates the personal rights of third parties, or any other illegal or prohibited content;

(iii) not create or introduce any software viruses, worms, Trojan horses or other harmful computer codes, files, scripts, spyware or programs and/or send or store any software viruses known to the Customer (or that ought to be known to the Customer);

(iv) not take any measures that could compromise or damage the Contractor's integrity or performance, or their data stored by the Contractor;

(v) not attempt to gain unauthorized access to Contractor's Data Center operations or the associated systems and networks, especially through assuming the identity of other users or by using false identification.

Furthermore, the Customer undertakes to notify the Contractor immediately of any unauthorized use of their user account, in addition to informing the Contractor of any other known or suspected violation of data security regulations by contacting the contact data provided in the CSA Information Sheet under "Possible Contacts", "Data Security". In these cases, the Customer shall immediately take all reasonable measures to prevent these types of data security violations promptly.

In all of the aforementioned instances, the Customer shall indemnify the Contractor against any claims or legal action brought against the Contractor by any person and against any claims, costs, compensation payments or direct and indirect damages, as well as consequential and indirect damage, consequences and claims.

10. Intellectual property

10.1. The Contractor alone, as well as the Contractor's licensors, hold all rights and claims to rights, including all associated intellectual property rights, to the use of the provided software products and to improvement suggestions, ideas, inquiries concerning enhancements, feedback, recommendations and other information supplied by the Customer in connection with the use of the provided software products. This Contract shall not constitute a sale and does not transfer any rights of ownership or concern the use of software products provided by the Contractor or their licensors, meaning that these cannot be transferred or modified by the Customer. The product names of the software products available for use are trademarks of the Contractor or the Contractor's licensors, for which expressly no ownership rights or rights of use shall be granted to the Customer.

11. Newsletter

11.1. The Contractor is entitled to send regular newsletters to customers of the Service Package. In this newsletter, the Contractor provides information on new features and product information on the service package.

11.2. Moreover, the Contractor is entitled to send Customers direct advertisements by e-mail to the email address of the Customer communicated within the framework of the contractual relationship for its own similar products or services. If the Customer does not wish to receive any more information or newsletters electronically, they must send an e-mail to the e-mail addresses provided in the CSA Information Sheet under "Possible Contacts", "Newsletter Termination". The Customer will be expressly informed of this in each email

12. General

12.1. The contractual parties explicitly guarantee that they are legally authorized to conclude the Contract on the use of a service package. Furthermore, the Customer expressly warrants

that the information provided regarding their identity is correct, that they have not made any false statements and will not make any false statements in the future in order to gain access to the contractual service package. In addition, the Customer warrants that any information provided that is relevant to payment (account data, credit card number, etc.) is correct.

12.2. Pursuant to the preceding provisions, reference is therefore made to the most recent descriptions in the sense of a dynamic reference. The referenced documents and links are integral parts of the Contract.

12.3. The place of performance for all obligations of the contractual parties arising from this Contract is the "Head office of the Contractor" according to the CSA Information Sheet.

12.4. This contract for the use of a service package and the question of its valid conclusion, as well as its preliminary and subsequent effects, shall be governed exclusively by the law of the country in which the "Head Office of the Contractor" is located in accordance with the CSA information sheet, with the express exclusion of the application of the norms of private international law and the express exclusion of the UN Convention on Contracts for the International Sale of Goods. The authoritative language for this Contract is German. Texts available in other languages are a non-binding service feature.

12.5. The exclusive place of jurisdiction shall be the court with jurisdiction at the contractor's registered office in accordance with the CSA information sheet.

12.6. If one or several provisions in this CSA are, or become, invalid, the validity of the CSA remains unaffected. In this case, the parties are obligated to replace the invalid provision with one that is valid and that comes as close as possible to the economic purpose of the invalid provision. This also applies to any omissions in the Contract.

12.7. Headings used in this CSA function solely to structure the document and facilitate readability. For the interpretation of this CSA, all provisions – regardless of their assignment in the document itself – shall be used.

12.8. The Customer confirms that they have fully read and understood this CSA and all of the sources of information mentioned and links and annexes referenced in this CSA and that they agree with all of its content.

12.9. Provisions that conflict with or add to this CSA, particularly the Customer's terms and conditions, expressly do not constitute contractual content, even if the Contractor enters into a contract without explicitly prohibiting such provisions.

13. Data protection concerns and information on data processing

13.1. The Contractor is obliged, in accordance with the provisions of this CSA, not to make data, information or materials, which the Customer transmits within the scope of the use of the Contractor's services under the Contract on the use of a service package, accessible to any persons other than themselves, not to use such data, and also not to publish it. Insofar as this data comprises "personal data" in the sense of the respective nationally applicable data protection law, the Contractor shall accordingly observe data secrecy in the sense of the national material data protection regulations. More information on data protection can

be found at the website provided in the CSA Information Sheet under "Additional Helpful Links", "Privacy Website". The contractor has a data protection team responsible for data protection issues. The privacy team can be contacted at the email address provided in the CSA information sheet under 'Contact options', 'Data protection'.

13.2. Should the Contractor be required to appear before a court or another government authority within the framework of a legal obligation or legal process and the Contractor is obligated to make user data stored by the Customer available for the court or the government authority, the Contractor shall proceed as follows:

(i) The Contractor shall contact the Customer as quickly as possible (electronically) in order to give the Customer the opportunity to attempt to take legal action to prevent disclosure of the data at the Customer's own expense.

(ii) The Contractor shall cooperate with the Customer to the extent that can be reasonably expected to protect the Customer's data protection rights.

13.3. For the purpose of processing support requests and other services in connection with a service package purchased by the Customer, the further development of this service package and the development of new service packages, the Customer acknowledges that the Customer's personal data (contact details) will be passed on to the respective developer of the service package purchased by the Customer and that contact may be made by the developer in the form of electronic mail.

Contact by the developer in this respect is governed by general statutory provisions.

13.4. By concluding this CSA, the "Data Processing Agreement", which is an integral part of the CSA, is also concluded in compliance with Art. 28 GDPR (Data Processing Agreement, including "Technical and organizational measures"), pursuant to the CSA Information Sheet.

14. Confidentiality

14.1. If required, the contractual parties shall also exchange confidential information in the scope of this Agreement. Confidential information is that which is labeled as "confidential", or information whose confidential nature can be derived through reasonable, commercial prudence.

14.2. The contractual parties shall both handle each other's confidential information in strict confidence and only use it for the purposes of executing this Contract. The confidentiality obligation does not apply to confidential information

(i) that is, or becomes, publicly known or is accessible to the public or

(ii) that a contractual party has received from a third party, without this third party breaching a confidentiality obligation or

(iii) that contains details, facts, experiences and expertise that the receiving contractual party already had before the confidential information was disclosed or

(iv) that one contractual party must disclose due to a statutory obligation or a judicial/regulatory decision.

14.3.   Each contractual party shall handle the confidential information of the other contractual party with at least the same amount of due care with which they protect their own confidential information.

14.4.   In the event that a contractual party is guilty of breaching the obligations drawn from this confidentiality agreement, the breaching contractual party shall be obligated to compensate the other contractual party and is also subject to claim for injunction.

14.5.   In the absence of any contrary mandatory statutory decrees that require an obligation that lasts for a longer period of time, the confidentiality agreement shall remain in effect for the duration of the term of the Contract and expires two years after the Contract is terminated.

14.6.   Furthermore, the contractual parties both undertake to not actively share the personal data obtained through the conclusion and execution of the Contract with any third party for commercial purposes, i.e. for the purposes of promoting external competition, without the express consent of the other contractual party. A third party is defined as a legal entity other than the contractual parties and the companies affiliated with them.