General Terms and Conditions of Data Virtuality GmbH for the Lease and Maintenance of "Data Virtuality Platform"

These shall be the General Terms and Conditions (hereinafter referred to as "**GTC**") of Data Virtuality GmbH, Katharinenstr. 15, 04109 Leipzig, Germany, represented by their managing director Dr Mykola Golovin, registered in the commercial register of the local court [*Amtsgericht*] of Leipzig with the registration number HRB 28168 (hereinafter referred to as "**Data Virtuality**") for the licensing and use of the software "**Data Virtuality Platform**". These GTC shall be accessible and available for download here: https://datavirtuality.com/en/general-terms-and-conditions/.

§ 1 Subject of these terms and conditions

(1) All "Data Virtuality Platform" (as Software-as-a-Service ("**SaaS**") or on-premise) offers and contracts, their execution, and services provided on the basis of customers (each a "**Customer**") orders on the website www.datavirtuality.com (the "**website**") as well as the use of the "Data Virtuality Platform" by Customers are subject to these General Terms and Conditions.

(2) The subject of the "Data Virtuality-Platform"-offer of Data Virtuality GmbH is the Lease, use and Maintenance and the granting of the "Data Virtuality Platform"-software in the customer`s company via internet against payment and limited in time to the term of the agreement. The software is described in more detail in the "Data Virtuality Platform"-contract (as software-as-a-service "SaaS")-agreement or Data Virtuality´s binding contractual statement, the application documentation and in the product description. The custormer shall be granted the technical possibility to access the software, which is directly or indirectly hosted by Data Virtuality (as Software-as-a-Service ("**SaaS**")) or installed on-premise in the realm of the customer. Furthermore, the customer shall use the functionalities of the Data Virtuality Platform under this GTC.

(3) Any deviating terms and conditions of the customer, that Data Virtuality does not expressly accept in writing, shall not become a part of the contract, even if Data Virtuality does not expressly object to them.

(4) The products and services presented on the website are directed exclusively to entrepreneurs (as defined in § 14 (1) of the German Civil Code (Bürgerliches Gesetzbuch "BGB"), i.e. natural or legal persons or partnerships with legal capacity acting, when entering into the transaction in the exercise of their commercial, business or professional activity), as well as legal entities and special funds organized under public law, but in each case only to end users. The Customer is required to confirm the above upon registration and placement of the order in the Online Shop.

§ 2 Services of Data Virtuality

(1) Data Virtuality shall provide to the customer the license for the contractual use of the software in according to § 7 (2) including the application documentation (jointly referred to as "**Contractual Items**") under the conditions stated in the offer or confirmed by Data Virtuality and shall provide it to the customer for the purpose of the contractual use in accordance with § 9 via the Internet by means of access through a browser. The source code of the software shall neither be leased nor provided together with the software.

(2) The contractually owed condition of the Software shall be determined in the contract, the product description and the application documentation. Data Virtuality is obligated to maintain the contractually agreed condition of the software during the term of the contract ("Maintenance"). In order to fulfil its duty of maintenance, Data Virtuality shall carry out the maintenance and servicing measures required in accordance with the state of the art. Data Virtuality shall not owe to the customer any further quality of the software. In particular, Data Virtuality does not owe an adaptation to the specific individual needs or the IT environment of the Customer, unless the parties have agreed otherwise; however, it can be agreed upon for a fee. The application documentation is stored in the product and can be accessed by customers from there and can also be viewed online at any time during the contract term at https://docs.datavirtuality.com/ and can be downloaded there in a common format.

(3) Data Virtuality shall regularly perform maintenance on the Software and inform the Customer thereof in due time.

(4) Data Virtuality shall only be obliged to modify or adapt the Software if such modification or adaptation is necessary for the maintenance of the Software in accordance with the state of the art. In all other respects, Data Virtuality shall only be obligated to modify, adapt and further develop the

software if the parties agree on this separately. Without such a separate agreement, Data Virtuality shall in particular not be obliged to further develop the Software.

(5) Data Virtuality may update and further develop the Software at any time and, in particular, adapt it due to a changed legal situation, technical developments or to improve IT security. In doing so, Data Virutality shall give due consideration to the Customer's legitimate interests and inform the Customer of any necessary updates in a timely manner. In the event of a significant impairment of the customer's legitimate interests, the customer shall have a special right of termination.

(6) Data Virtuality shall owe adjustments and modifications to the software as well as the creation of interfaces with third-party software only to the extent that these are necessary for maintaining or repairing the software or for securing its use intended according to the contract. In other respects, Data Virtuality shall only be obliged to perform adjustments or modifications if this is expressly agreed upon. The customer shall separately remunerate the respective service at reasonable and customary market conditions, if this is not owed contractually or according to these GTC, in particular § 11.

(7) For on-premise installations, the hardware that is required for the operation of the software shall not form a part of the subject matter of this contract, i.e. the customer themselves shall be responsible for the availability of the hardware and a corresponding server environment.

(8) Unless otherwise agreed upon in the Quote, the connectors delivered by Data Virtuality shall exclusively cover the reading functionality of the respective interface.

(9) Unless otherwise agreed upon in the Quote, third-party connectors (SAP BW/ERP) and the Change-Data-Capture (CDC) functionality of connectors are not included in this agreement.

§ 3 Conclusion of Contract

(1) The offerings on the website are non-binding. The language available for the conclusion of the contract is English.

(2) By placing an order on the website, the Customer makes a binding offer by clicking on the button: "Commit to Buy" to order the relevant product and/or service. Before the final transmission of the initial order, the customer will be provided with a summary of this order and the data provided in the order to detect input errors. In this step, the customer has the possibility to correct the order and the given data via "Change order". Data Virtuality will also make available there these GTC or a link for the purpose of retrieving or downloading these GTC together with the order summary for the lease and maintenance of the SaaS Software referred to therein.

(3) After sending the order according to paragraph 2, the receipt of the order is confirmed electronically in a pop-up window, which shall not constitute an acceptance of the order. The order shall be deemed to be accepted by Data Virtuality either upon subsequent (e-mail) acceptance of the order or by granting the possibility to use the platform. The contract with the Customer shall not become effective until the acceptance of Data Virtuality. By confirming this contract in the course of the initial order of the contract software a contract for the rental provision of the contractual software as Software-as-a-service between the customer and Data Virtuality is concluded.

(4) Outside the online ordering process described above, a contract can also be concluded by contacting Data Virtuality directly, e.g. via the "Contact Us" button on the website. After direct contact with Data Virtuality, the interested customer will receive an individual, written offer from Data Virtuality sent by e-mail. Data Virtuality is bound to its offers for 60 days, unless Data Virtuality communicates another period in the offer. Upon receipt of the acceptance signed by the customer, a contract for the rental of the contractual software is concluded between the customer and Data Virtuality.

§ 4 Term of the Contract

(1) The contractual services shall be provided within the agreed contract period, unless the contract is terminated earlier in accordance with the contract or these provisions. The contractual relationship begins with the conclusion of the contract or on the agreed date.

(2) With the exception of agreements to the contrary, each subscription will automatically renew for successive renewal terms equal in length to the initial term, unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then-current subscription term. In the case of a monthly subscription, a written notice of non-renewal shall be provided at least thirty (30) days prior to the end of the then-current subscription term.

(3) Upon termination of the contract, all rights of access and use to the contractual items shall expire.

§ 5 Contract Termination

(1) The right of each party to terminate a contract for good cause shall remain unaffected. Good cause shall be deemed to exist in particular if the parties intentionally or negligently violates a material obligation under this Agreement and the terminating party can therefore no longer reasonably be expected to adhere to the Agreement. In particular, Data Virtuality shall be entitled to terminate the Agreement for cause and without notice if the customer violates the provisions of the contract and this GTC and does not cease its acts of violation within a reasonable period of time, if Data Virtuality has previously warned the customer to cease such acts of violation.

(2) Each notice of termination shall only be valid when made in writing (text form).

(3) Upon termination of the contractual relationship, the customer's right of use expires and the customer´s access to the contractual software shall be blocked. Further use of the contract software is then no longer possible. The customer undertakes to delete the application documentation and any copies made completely and permanently. If the customer continues the use and enjoyment of the contractual items after the end of the contract, the contractual relationship shall not be deemed to be extended. § 545 BGB shall not apply.

(4) A termination by the customer in accordance with § 543 (2) sentence 1, no. 1 BGB on the basis of not being granted the use in accordance with the contract shall only be permitted after Data Virtuality has been granted sufficient opportunity to remove the defects and this has failed. It shall only be assumed that the removal of the defects has failed if it is impossible, if Data Virtuality definitely refuses to perform or unreasonably delays the removal, if there are justified doubts regarding the prospects for success or if the removal is unacceptable for the customer for other reasons.

§ 6 Lease Fee

(1) The Customer shall pay Data Virtuality the respective contractually agreed rental fee. The rental payments cover the remuneration for the contractually agreed services in accordance with § 2 of these GTC. In the case of annual or multi-year leases, the agreed annual rent shall automatically increase by 7.5% at the beginning of the 2nd term of the lease and by 7.5% in each of the subsequent years based on the rent in effect at the respective renewal date. For monthly leases, the agreed monthly rent shall automatically increase by 7.5% at the beginning of every 13th month of the lease based on the rent in effect at the respective renewal date.

(2) Unless specified otherwise, the lease payments shall be due in advance with a payment term of 14 days after receipt of the invoice. The invoicing shall be made in each case within 4 weeks after the conclusion or extension of the contract. The customer shall ensure that it supports the invoicing process by providing all data required for invoicing in a timely and accurate manner.

(3) If the customer fails to timely make any payment of lease payments, Data Virtuality may, in its sole discretion, take any or all of the following actions: (a) restrict or suspend the customer's access to the Contractual Items until all past-due payments are made, (b) terminate this contract in accordance with § 5 (1) if the amount due is not paid even despite a reminder, or (c) accelerate the payment such that all unpaid lease payments shall be immediately payable. Data Virtuality shall have the right to charge interest on arrears of 9.0% per year (or, if less, the highest rate permitted by law), calculated on a daily basis, on any late payments. Restriction or suspension of the customer's online access to the Contractual Items during the period of non-payment shall have no effect on the term of this contract nor on the customer's obligation to pay the lease payments.

(4) All prices indicated in the Quote shall be understood as net amounts plus the statutory VAT.

§ 7 Rights of Use to the Contractual Items

(1) Unless rights have been expressly granted to the customer, Data Virtuality shall be exclusively entitled to all rights to the Contractual Items (and all copies created by the customer), in particular, property rights, copyrights, and rights of use, the rights to or in inventions as well as technical protective rights. This shall also apply in the case that Data Virtuality processes the Contractual Items.

(2) Data Virtuality shall grant to the customer a non-exclusive right of use to the Contractual Software that shall be limited in terms of time to the duration of the lease relationship; however, the right shall be limited in terms of the application area to the destination country, in which the Contractual Items are intended to be used and which is agreed upon between the parties. In the case that such a country has not been expressly agreed upon, the right of use shall be exclusively granted regarding the country in which the customer has their registered seat.

(3) The customer shall be permitted to use the software solely for the purpose of performing their internal business operations. In particular, (i) the operation of a data processing centre on behalf of

third parties or (ii) the temporary provision of the software (e.g. as Application Service Providing or Software as a Service) to third parties (third parties within the meaning of this provision also include companies affiliated with the Customer within the meaning of § 15 of the German Stock Corporation Act (Aktiengesetz, "AktG") or (iii) the use of the software for training people who are not employees of the customer shall only be permitted with the prior written consent of Data Virtuality.

(4) The customer shall not be permitted to change or remove copyright notices, signs and/or control numbers or trademarks of Data Virtuality. If the customer changes or processes the Contractual Items, these notices and signs shall be taken over into the changed version of the Contractual Items.

(5) The right to revise the contractual item of the customer is limited to the maintenance or reinstatement of the agreed functionality of the contractual Product. The right to decompile the Licensed Product is only granted under the terms of § 69e (1) nos. 1 to 3 UrhG and within the limits of sec. 69e (2) nos. 1 to 3 UrhG. Any further reproduction, modification or reverse engineering of the software is not permitted. All backup copies on portable data storage devices shall be marked as such and with the copyright notice of the original data storage device. Furthermore, the right of Data Virtuality to the respective backup copy shall be exhausted in the same way as if the customer would have received the software on a data storage device. § 5 (3) sentence 3 remains unaffected.

(6) Any further reproduction or alteration to the application documentation shall not be permitted.

(7) The software contains open-source software to which separate license terms apply as defined in the application documentation. Regarding the open-source software, Data Virtuality grants to the customer a simple right of use in accordance with the respective license terms of the open source software. Furthermore, the customer is obliged to comply with the obligations resulting from the license terms of the open-source software.

(8) The customer shall be entitled to use the software outside the rights of use granted above only with the prior written consent of Data Virtuality. In the case that other data sources are connected without authorization, Data Virtuality is entitled to invoice the amount due for the extended use according to the currently valid prices. The use of a data source (hereinafter "connector") is defined by the successful access of data from the data source with the Data Virtuality Platform of the customer.

(9) In the event that Data Virtuality provides the Customer with modifications or a new version of the subject matter of the Agreement within the framework of the repair or maintenance of the Software, which replaces the previously provided subject matter of the Agreement, the provisions of the previous Agreement and these GTC shall continue to apply, unless the parties have agreed otherwise.

§ 8 Protection of the contractual Items

(1) The Customer shall carefully store any provided Contractual Items and protect them from access by unauthorized third parties in order to prevent data abuse. The customer shall protect the access data transmitted to him from access by third parties and keep it safe in accordance with the state of the art. The customer shall ensure that use only occurs to the contractually agreed extent. The customer undertakes to treat the access and usage data made available to him in strict confidence, to protect it from access by unauthorized third parties and not to pass it on to unauthorised third parties or users unless the parties have expressly agreed to do so. The customer shall keep any original data carriers provided and data carriers with copies made in accordance with the contract as well as the documentation in a safe place.

(2) Data Virtuality must be informed immediately of any unauthorised access.

(3) The customer shall make the Contractual Items (whether unaltered or altered) available to third parties only with the prior written consent of Data Virtuality.

(4) The non-independent use of the software by employees of the customer or other third parties who are subject to the customer's authority to issue instructions is permitted within the scope of the intended use in accordance with the concluded contract and these GTC. The customer's employees and other authorized persons who are present at the customer's premises for the purpose of using the Contractual Items in accordance with the contract shall not be deemed to be third parties within the meaning of § 8 (3).

(5) The Customer shall keep records of any copies of Contractual Items created by them in accordance with the contract and stored on data storage devices and of their whereabouts and shall, upon request, provide Data Virtuality with the information and permit Data Virtuality inspection in that regard.

(6) In the case that the customer (i) provides data storage devices, memory, or other hardware in which Contractual Items are stored (completely or partially, unchanged or altered) to third parties or (ii) gives up the actual possession of the aforementioned storage devices, memory, or other hardware,

the customer shall ensure that the previously stored Contractual Items are completely and permanently deleted.

§ 9 Provision of the Contractual Items

(1) Unless an on-premise installation has been agreed on, Data Virtuality shall provide the customer with the contract software in the most current version, ready to use, on router exit of the data processing center in which the server with the contract software is located (hereinafter referred to as the "Delivery Point"). The contract software, which is required for the use of the required computing power and the required memory and data processing space is provided by Data Virtuality or by a service provider commissioned by Data Virtuality. Data Virtuality does not owe the creation and maintenance of the data connection between the IT systems of the customer and the Delivery Point.

(2) Data Virtuality shall set up a landing page for the customer or provide a desktop client via which the contractual software can be reached by the customer.

(3) For on-premise installations of the software, Data Virtuality shall refer to the installation details described in the application documentation, and in particular to the hardware and software environment that shall be available on the customer's behalf. Upon the customer's request, Data Virtuality shall assume the installation of the software on the basis of an agreement to be concluded separately.

(4) Data Virtuality is entitled to interrupt access to the contract software if this is necessary with regard to the security or integrity of the Data Virtuality servers or the servers of a service provider commissioned by Data Virtuality or for carrying out maintenance work on the contract software.

§ 10 Cooperation, notification and due diligence obligations of the Customer

(1) Upon conclusion of the contract, the customer shall provide Data Virtuality with all information required for the provision of the contractual services and invoicing in a complete and accurate manner. The customer shall notify Data Virtuality of any changes immediately.

(2) The customer undertakes to establish and maintain the necessary remote data connection between the transfer point defined by Data Virtuality and the customer's IT system in order to use the software product and the associated service offerings.

(3) The customer shall take reasonable precautions in the event that the programme does not work properly in whole or in part (e.g. by means of data backup, documentation of software use, fault diagnosis, regular testing of results, emergency planning). It is his responsibility to ensure the operability of the programme's working environment.

(4) The contractual use of the software product requires that the hardware and software used by the customer, including e.g. workstation computers, routers, data communication equipment, meet the minimum technical requirements for the use of the software product. The configuration of the Customer's IT system required for the use of the software product is the Customer's responsibility; however, Data Virtuality offers to support the Customer in this respect against payment on the basis of a separate agreement.

(5) The Customer shall receive instructions from Data Virtuality in the application documentation on what to do in the event of a complete failure of the software product or in the event of significant impairments that hinder operation. In accordance with §12 and then-current standard support policy, Data Virtuality provides support for the Contractual Items. The Customer shall familiarise himself with the information in the instructions and draw up an emergency plan for his operation considering the information contained in the instructions. If the contractual items should fail completely or if its use is only possible in a way that significantly impedes the customer's operation, the customer shall immediately take measures to maintain its operation on the basis of the instructions and the contingency plan.

(6) The customer shall be obliged to notify Data Virtuality immediately of software defects. In doing so, the customer shall consider the information of Data Virtuality regarding the analysis of problems to the extent that this is reasonable for the customer and shall forward to Data Virtuality all information that is available to the customer and required for removing the defect.

(7) The customer undertakes not to violate applicable law, official orders, third-party rights or agreements with third parties when using the contractual subjects. Data Virtuality is not liable for the unlawful use of the provided software by the Customer, his representatives or vicarious agents. The customer shall indemnify Data Virtuality upon the first written request from all claims of third parties arising from violations of the aforementioned obligations.

(8) The customer shall check the data for viruses or other harmful components before storing them or using them in the software and shall use state-of-the-art measures (e.g. virus protection programs) for this purpose.

(9) The customer is responsible for a sufficient backup of the data. In this respect, it is the Customer's responsibility to make regular, suitable and appropriate data backups. In particular, Data Virtuality has no obligation or other duty to back up, store or keep this data.

(10) For any on-premise installations of the software, the customer shall notify Data Virtuality in writing of a change of the servers on which the Contractual Items are used.

(11) The customer shall take suitable precautions in particular in accordance with § 7 to protect the software from unauthorized access by third parties. The customer shall inform its employees and other persons authorized by contract or by these GTC to non-independent use the software of the customer´s contractual and statutory obligations and shall obtain assurance of compliance therewith, including in particular that the creation of copies outside the scope provided for by the contract.

(12) For any on-premise installations of the software, the customer shall permit Data Virtuality to access the Contractual Items for the purpose of searching for and removing errors, upon the customer's choice directly and/or indirectly by means of remote data transmission.

(13) The customer shall take appropriate measures for the case that the software does not work properly in whole or in part (in particular by creating data backups on a daily basis, failure diagnosis, and reviewing the results of the data processing on a regular basis). Data Virtuality shall be permitted to assume that all data of the customer that they might come in contact with is backed up accordingly.

(14) Data Virtuality shall be entitled to examine whether the Contractual Items are used in accordance with the regulations of this contract.

§ 11 Rights of the customer in Cases of Defects

(1) Data Virtuality shall warrant in accordance with the statutory provisions regarding leases ("Mietrecht") that the Contractual Items have the agreed conditions and that no conflicts with third party rights will arise if the Contractual Items are used by the customer within the scope of the contract and these GTC. The warranty of the freedom of the Contractual Items of third party rights shall, however, only apply to the countries of destination agreed upon between the parties in which the Contractual Items shall be used. Without an express agreement, the warranty shall exclusively apply to the country in which the customer has their place of business.

(2) A defect of the software shall particularly exist if the software does not provide the functionalities determined in the product description of the software when used in accordance with the contract.

(3) A defect of the application documentation shall exist if a competent user, who has basic knowledge regarding the usage of the software, is unable to understand how to use individual functions with the help of the documentation or to solve problems occurring while applying reasonable effort.

(4) A defect of the software shall particularly not exist

(a) if the aforementioned requirements are met and this does only insignificantly affect the use of the software or the failure was caused by inappropriate handling of the software; in particular a functional impairment of the programme resulting from hardware defects, environmental conditions, incorrect operation or similar is not a defect in accordance with § 11;

(b) if the Customer fails to notify a defect immediately and Data Virtuality was unable to remedy the defect as a result of the failure to notify the defect immediately, or

(c) if the Customer is aware of the defect at the time of conclusion of the contract and has not reserved his rights.

(5) The customer shall support Data Virtuality in analysing the defect and rectifying the defect, in particular by specifically describing any problems that occur, providing Data Virtuality with comprehensive information and granting Data Virtuality the time and opportunity required to rectify the defect. Data Virtuality may choose to remedy the defect at the Customers's premises or at its business premises or by remote maintenance. The Customer shall provide the necessary technical prerequisites at its own expense and grant Data Virtuality online access to the software after prior notification.

(6) Upon conclusion of the contract and agreement to these GTC, the contractual partners shall also agree on the error classes and response times (service level) in accordance with the attached DATA VIRTUALITY MAINTENANCE AND SUPPORT SERVICE GUIDE ("SLA").

(7) In cases of defects of quality, Data Virtuality shall initially comply with its warranty obligation by means of a supplementary performance. For that purpose, Data Virtuality shall, at their choice, provide

the customer with a new software version that is free of defects or shall remove the defect; the fact that Data Virtuality shows the customer adequate options to avoid the effects of the defect, shall also be deemed to be a removal of the defect. Also, in cases of defects of title, Data Virtuality shall initially comply with their warranty obligation by means of a supplementary performance. For that purpose, Data Virtuality shall, at their choice, provide to the customer a legally unobjectionable option to use the Contractual Items or the replaced or altered equivalent Contractual Items. In other respects, the statutory provisions regarding leases shall apply.

(8) Data Virtuality shall bear the costs of the supplementary performance. If it becomes apparent that no defect of the software existed, the customer shall reimburse Data Virtuality for the expenses caused by the works performed to the extent that during the examination process regarding the defect, the customer has not applied the necessary care and due diligence. Furthermore, the additional expenses on the part of Data Virtuality caused by the fact that the customer has not duly complied with its contractual obligations, in particular in accordance with § 10, shall also be reimbursed.

(9) The liability of Data Virtuality without fault in accordance with § 536 a (1), 1st alternative BGB for defects that do already exist at the time of the conclusion of the contract shall be excluded.

(10) In the case that third parties assert claims that impede the customer from exercising the rights of use granted to them under the contract, the customer shall inform Data Virtuality in writing immediately and comprehensively. The customer shall authorize Data Virtuality to make judicial and extra-judicial complaints about third parties on their own. In the case that an action is brought against the customer, they shall coordinate with Data Virtuality on that and shall perform procedural measures, in particular, acknowledgments and compromise agreements only with the consent of Data Virtuality.

(11) Data Virtuality is not liable for an infringement of the rights of third parties by the customer, provided and to the extent that this infringement results from the customer exceeding the usage rights granted under this contract. In this case, the customer shall release Data Virtuality at first request from all claims by third parties.

(12) Insofar as the services offered in connection with the use of the software product are pure services (e.g. support services), Data Virtuality shall be liable for defects in these services in accordance with the rules of the German service contract law (§§ 611 ff. BGB/ Dienstvertragsrecht)).

§ 12 Consulting Services/ support

(1) Data Virtuality shall owe consulting services only if they are owed by contract, for the purpose of remedying defects in accordance with § 11 or in the cases listed below in this § 12. The provision of additional services requires a separate agreement and remuneration.

(2) Data Virtuality shall regularly provide the customer with general advice for users as well as other special advice and information of other users regarding important issues and problems in connection with the software via email at support@datavirtuality.com or at the webpages accessible here: https://datavirtuality.com/en/docs-and-support/.

(3) Data Virtuality shall perform further service brief consultations regarding best practices, application scenarios, and also application problems that are related to the software. Such consulting services shall only be performed during the usual working hours (Monday to Friday from 9 am to 6 pm, the statutory bank holidays in the Free State of Saxony and the Federal Republic of Germany shall be excluded) and shall be limited to four consulting hours per customer per month. Any further consulting services shall only be performed against an appropriate separate remuneration and at reasonable and customary market conditions.

§ 13 Delivery of new Software Parts

(1) Data Virtuality develops updates, upgrades and new versions of the software specified in the Quotes (together referred as "**Software Parts**"). Updates are defect and/ or error corrections as well as minor functional improvements and/or adjustments advancements of the software which are entitled as "Update". Upgrades and new versions are defect and/ or error corrections as well as more than minor functional improvements and/or adaptation enhancements of the software which are entitled as "Upgrade" or "New Version".
(2) At no additional charge Data Virtuality shall make available to the customer all Updates and shall grant to the customer rights of use to the Updates in accordance with § 7. This shall include the corresponding supplements/updates of the documentation of the software.
(3) The classification of the respective Software Part as "Update", "Upgrade" or "New Version" shall be subject to Data Virtuality's reasonable discretion.

(4) Upgrades are offered to the customer by Data Virtuality for a fee and can be taken up or rejected by the customer. In return for the provision of upgrades and new versions of the software and the granting of rights of use to such further developments of the software in accordance with § 7, the Customer will pay the price determined by Data Virtuality in each individual case.

(5) For any on-premise installation, the proper installation of Software Parts in accordance with the regulations shall be incumbent on the customer.

§ 14 Other Services

(1) Upon the customer's request, Data Virtuality shall perform the services indicated below that are related to the software but are not included in the contractual scope of services and the above provisions, for a separately agreed fee. This shall particularly apply to

(a) services by Data Virtuality on-site at the customer's premises, unless these services are already owed on the basis of this contract;

(b) services that shall be performed by Data Virtuality upon the customer's request outside of the normal working hours (Monday to Friday from 9 am to 6 pm) or on the statutory bank holidays in the Free State of Saxony and the Federal Republic of Germany;

(c) services regarding the software that become necessary due to inappropriate handling, and/or infringements of obligations on the part of the customer, e.g. the non-compliance with directions for use or application documentation;

(d) services regarding the software that become necessary due to force majeure ("höhere Gewalt") or other circumstances that Data Virtuality is not liable for;

(e) services regarding the software that are necessary in connection with the installation of a(n) update/upgrade/version/release provided to the customer, and induction and training regarding these software versions;

(f) adjustments of the software to changed and/or new facilities, devices, operating systems, databases, and especially new sources of data of the customer;

(g) adjustments of the software exceeding the adjustments delivered by Data Virtuality in accordance with § 13 and that for example result from changed or new usage requirements of the customer.

(2) Data Virtuality shall perform the services vis-à-vis the customer in accordance with this § 14 within the scope of their operational possibilities.

§ 15 Limitations of Liability

(1) Data Virtuality shall in each case be liable without limitation and within the scope of the statutory

provisions for damages

(a) arising from injury to life, body or health, that are attributable to an intentional or grossly negligent infringement of obligations or to another intentional or grossly negligent conduct of Data Virtuality or one of their statutory representatives or performing agents ["Erfüllungsgehilfen"];

(b) based on the initial or subsequent absence of a warranted characteristic or in the case of the noncompliance with a guarantee:

(c) that are attributable to an intentional or grossly negligent infringement of obligations or to another intentional or grossly negligent conduct of by Data Virtuality or one of their statutory representatives or performing agents.

(2) Data Virtuality shall be liable – while the compensation for damages shall be limited to foreseeable damages that are typical for the contract – for damages that are attributable to a slightly negligent infringement of cardinal obligations by Data Virtuality or one of their statutory representatives or performing agents. Cardinal obligations shall be obligations that enable the due performance of this contract in the first place and the compliance with which the customer may rely upon. Data Virtuality is not liable for other cases of slight negligent.

(3) In case of data loss, Data Virtuality shall be liable only for the damage that would have accrued also in the case of due and regular data backups made by the customer correspondent to the importance of the data; this limitation shall not apply if the data backup was impeded or impossible due to reasons attributable to Data Virtuality.

(4) The aforementioned provisions shall apply with the necessary modifications also to the liability of Data Virtuality regarding the reimbursement of wasted expenditure.

(5) The liability in accordance with the German Product Liability Law (Produkthaftungsgesetz, ProdHaftG) – insofar as applicable – shall remain unaffected.

(6) Any more extensive liability of Data Virtuality is excluded on the merits.

§ 16 Confidentiality

(1) Both parties shall undertake to treat as confidential all information regarding the business, business concepts, business relationships, and business ideas of the disclosing party as well as those of their customers, which they received from the respective other party, the legal successors or an affiliated company of the respective other party, and all records connected therewith or handed over to the respective other party or that they gained knowledge of in each case, unless otherwise specified in the contract and in these GTCs. Such information to be treated as confidential shall include in particular information concerning the know-how in the fields of data integration, data federation, data warehousing, the technical implementation of the software, and the automated construction of a data warehouse.

(2) Marketing and sales records that have been prepared by both parties, possibly in collaboration, and that are intended to be brought to the attention of potential customers and cooperation partners and that are explicitly marked as such, shall be explicitly exempted from the information to be treated as confidential in accordance with item (1).

(3) Both parties shall undertake to make the information received from the respective other party under this contract available only to those employees that require them for purposes of this agreement and shall undertake to impose also on these employees an obligation to maintain confidentiality regarding all information in accordance with this agreement. Both parties shall take all necessary measures in order to avoid the forwarding of received information to unauthorized persons.

(4) The respective recipient of information shall be entitled to forward confidential information to their legal and economic advisors only in the case that these advisors have also signed a confidentiality declaration corresponding to this agreement or are obliged to maintain confidentiality pursuant to their rules of professional conduct.

(5) The obligation to maintain confidentiality and to not use the received information shall not apply to information which

(a) was known to the respective recipient of the information prior to disclosure,

(b) was known to the public or entered the public domain before the disclosure, or

(c) has become known to the public or entered into the public domain after the disclosure without the contribution or fault of the party receiving the information, or

(d) disclosed or made available to the recipient of the information by an authorized third party or expressly exempted from the provisions of this agreement by mutual agreement of the parties in writing.

(6) The obligation to maintain confidentiality shall not apply if and when the respective recipient of the information is obliged to disclose the confidential information due to statutory provisions. In this case, the recipient of the information shall inform the respective other party promptly about the disclosure of the confidential information. The recipient of the information shall make efforts to an appropriate extent to receive a confirmation that the third party to whom the confidential information needs to be disclosed will treat the information as confidential.

§ 17 Data Protection

(1) Upon conclusion of the contract pursuant to § 3 (1) to (4), the Customer is requested to also submit a binding offer to conclude the deposited "Data Processing Agreement" ("DPA" - "Auftragsverarbeitungsvertrag") by clicking the button ("Commit to Buy") and the subsequent binding conclusion of the order. With the conclusion of the ("Data-Virtuality-platform-contract") contract, Customer also concludes a DPA in accordance with Art. 28 General Data Protection Regulation (GDPR - "DSGVO") with Data Virtuality. The DPA will be provided to the Customer separately as a PDF document.

(2) In the performance of the SaaS-contract, Data Virtuality shall comply with the regulations of the GDPR. Data Virtuality shall ensure that their performing agents also comply with these regulations, and Data Virtuality shall, in particular, impose on them before the commencement of their activities the obligation to maintain confidentiality, if necessary also through an DPA in accordance with the GDPR. Data Virtuality shall store and use personal data of the customer and the customer's customers only in accordance with the General Data Protection Regulation (GDPR) and for safeguarding legitimate interests within the scope of the purpose of this contractual relationship. Apart from this, Data Virtuality shall not intend any processing or use of personal data, neither themselves nor on behalf of the

customer.

(3) The customer is obliged to comply with its legal obligations to observe the provisions of data protection law when using the subjects of the contract.

(4) Data Virtuality shall not be liable for any use of the provided software by the customer, his representatives or performing agents, that may be inadmissible under data protection law or otherwise unlawful.

(5) Data Virtuality shall provide the customer by means of this contract only software for data analysis and processing purposes. Data Virtuality shall have, in particular, no influence on the fact to which extent and in which way the customer uses the software.

(6) The customer grants Data Virtuality the right to reproduce the data generated by the customer when using the software, insofar as this is necessary to fulfil the contractual obligations. This also applies to the files loaded by the customer into the cloud storage. In the event of disruptions, Data Virtuality shall be entitled to make necessary changes to the format or structuring of the data.

§ 18 Free Trial Period

(1) Insofar Data Virtuality grants to the customer a free trial period regarding the Contractual Items, Data Virtuality shall grant to the customer the rights of use described in § 7 of these GTC for a period of 14 days from the conclusion of the contract. The parties intend to conclude a contract regarding the lease and maintenance of the Contractual Items against remuneration with the contents of these GTC after the expiration of the free trial period. There is expressly no entitlement to a free trial period. Details will be indicated on the website and at the time of booking. If no such contract is concluded after the expiration of the free trial period, the customer shall have no right to continue using the Contractual Items.

(2) The provisions of these GTC shall apply with the necessary modifications to the free trial period, whereby the following modifications in particular shall be taken into account:

a) during the free trial phase, no lease fee in accordance with § 6 shall accrue;

b) the customer shall not be entitled to the services in accordance with §§11 to 15;

(3) If no contract is concluded after the free trial period, § 4 (3) and 5 (3) shall apply.

§ 19 Other Agreements

(1) The customer shall grant Data Virtuality the right to indicate them as reference customer on the websites operated by Data Virtuality and to use for that purpose, in particular, the customer's corporate name and logo.

(2) Data Virtuality may access, collect, and use any information from or relating to the customer's use of the Contractual Items ("Related Information") for customer and technical support, for regulatory and third party compliance purposes, to protect and enforce Data Virtuality's rights, to monitor compliance with and investigate potential breaches of the terms of this contract, and to recommend additional products or services to the customer. Data Virtuality may share this information with Data Virtuality's partners or affiliates for the same purposes. The customer grants Data Virtuality and Data Virtuality affiliates the perpetual right to use Related Information and any feedback provided by the customer for purposes such as to test, develop, improve, and enhance Data Virtuality's products and services, and to create and own derivative works based on Related Information and feedback.

(3) Data Virtuality shall also be entitled to use or incorporate into the services any suggestions, enhancement requests, recommendations, or other feedback provided by the customer relating to the operation of the services provided such information does only include anonymized data and does expressly not include any confidential information of the customer or any information that can relate commercially to the customer.

(4) The exclusive place of jurisdiction for all disputes arising from and in connection with this contract shall be Leipzig. In the case that Data Virtuality brings an action, they shall also be permitted to select the seat of the customer as the place of jurisdiction. The right of both parties to seek interim legal protection before the courts that have jurisdiction in accordance with the statutory provisions shall remain unaffected.

(5) The contract and these GTC shall be governed exclusively by and construed in accordance with the laws of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG").

(6) The use of the English language is for practical purposes only. It is not intended to be a reason to refer to the laws, legal doctrine, or case law of any English-speaking jurisdiction for interpretation.

English language terms used in the contract and these GTC describe German legal concepts only and shall not be interpreted by reference to any meaning attributed to them in any jurisdiction other than Germany. Where a German term has been inserted in brackets and/or italics it alone (and not the English term to which it relates) shall be authoritative for the purpose of the interpretation of the relevant term whenever it is used in this Agreement.

(6) The parties shall coordinate with the respective other party all press releases and other statements regarding a cooperation in writing, before their publication and within one month after the request of one of the parties. In the case that the respective other party does not meet a deadline, the requesting party shall be permitted to publish the declaration without the other party's consent.

(7) The parties have not entered into any oral agreements. Any changes of or amendments to this contract including this provision shall only be legally effective when made in writing, unless these have probably been negotiated between the parties.

(8) Should a provision of this contract be or become invalid, contain an inadmissible determination of a time limit or a regulatory gap, the legal validity of the other provisions shall remain unaffected thereof. If the invalidity results from an infringement of § 305 et seq. BGB (inclusion of General Terms and Conditions), instead of the invalid provision, a valid provision shall be deemed to be agreed upon, which comes closest to the intentions of the parties in an economical respect. The same shall apply to the case of a regulatory gap. In the case an inadmissible time period has been determined, the legally permitted period shall apply.