TERMS AND CONDITIONS ("T&C")

for SAP Concur Products and/or Services

of rocon Rohrbach EDV-Consulting GmbH ("rocon")
Status: August 2, 2023

Table of Content

1 Definitions

The following definitions shall be applicable (as well as, on a supplementary basis, definitions as potentially agreed in an Attachment to the respective Individual Contract):

• "Affiliated Companies" are companies that were or are associated with Customer or rocon, in the meaning of Sections 15 et seq. of the German Stock Companies Act ("AktG"), at the time the contract was concluded or subsequently. Affiliated Companies of Customer are also companies that are subject to Customer's management control.

• "Applicable Legal Provisions" are all the laws and regulations as well as the official regulations, notices and directives with which the Products and/or Services must comply under the laws of the Federal Republic of Germany (excluding the conflict of law provisions), including all regulatory requirements.

• "BGB" means the German Civil Code.

• "Confidential Information" is all the information and documentation, including the Contractual Documents, which are either marked confidential or whose confidentiality is apparent from the circumstances or from their nature. Confidential Information is in particular technical, commercial and other information, for example information relating to technologies, research and development, products, services, prices of products and services, clients, employees, subcontractors, marketing plans and financial matters.

• Information that is not deemed to be confidential is information which:

• was known to the receiving Party before it acquired the information from the other Party under the Individual Contract, or which

• the receiving Party developed independently without reference to Confidential Information from the other Party, or which

• the receiving Party acquired from a Third Party which was not subject to any restrictions relating to the utilization and forwarding of this information, or which

• is or comes into the public domain through no fault or involvement of the receiving Party, or which

• one Party has exempted from confidentially vis-à-vis the receiving Party by a Written declaration.

• "Configuration" means selecting programmable options that make the Software function to the Customer's liking.

• "Contractual Documents" are the T&C and the documents mentioned in Article 2.3 of the T&C.

• "Co-Sell" means that Customer procures Third Party Products and/or Services directly from Third Party Providers (such as SAP Concur directly from SAP).

• "Current State-of-the-Art" comprises all the technical knowledge obtained by a specific date, which is an integral part of operational practice and is generally recognized.

• "Customer" means the Party issuing a Sales Order and entering an Individual Contract with rocon.

• "Customizing" is the adjustment of Software that does not take place at source code level.

• A "Defect" exists when the Products and/or Services fail to fulfil the

contractually established requirements and specifications, in full or in part, or if the Products and/or Services are not suitable for the contractually intended purpose or are not of a quality that is usual for services of a similar type and that Customer is entitled to expect from the type of Products and/or Services. With respect to Software, a Defect shall mean any non-conformity of the Software, a design flaw, malfunction or security vulnerability. In particular, a Defect shall exist if the Software delivers incorrect results, if the Software interrupts its operation beyond Customer's reasonable control or is in other ways not in conformity with its normal functions, so that the use of the Software is hindered or impaired.

• "Force Majeure" is an event which is not in all fairness foreseeable by either of the Parties, if they take due care, and, insofar as it affects the provision of the Products and/or Services, was not avoidable, in particular by rocon's emergency plans and procedures. In this sense, Force Majeure may also cover the following events in particular: war, uprising, unrest, embargo, explosion, fire, flooding, thunderstorm, and legitimate internal industrial action.

• "Individual Contract" / "Individual Contracts" means individual agreements or assignments for Products and/or Services agreed between the Parties on the basis of a Sales Quotation, a corresponding Sales Order and a corresponding Sales Order Confirmation.

• "Individual Software" is Software and/or its modules, if in the Sales Quotation the Software is expressly designated as Individual Software and it is expressly agreed, that the Software shall be developed for the fulfillment of an Individual Contract for the specific and exclusive needs of Customer. This does not include customizing and adaptations of Standard Software, which have been adopted into the standard.

• "Initial Version" shall be the Version of the Software that is the subject of the Individual Contract at the time of its conclusion. Intermediate Versions may be delivered in advance for testing partial functionalities. Version numbers are assigned dynamically by rocon's Version management system at the time of versioning.

• "Intellectual Property" comprises all industrial property rights that are currently in existence or are acquired at a later date and items that are similar to all kinds of industrial property rights, such as patent rights, trademark rights, utility model and registered design rights, copyrights, rights of use and exploitation, irrespective of whether they are registered or not, including the right to register such rights, and know-how.

• "IT Project" means a project that has as its object the implementation of Software (workshops, project management and coordination, configuration, customizing, migration, roll-out, testing, training etc.).

• "Maintenance" means the provision of Updates, as agreed in the Individual Contract.

• "Operating Services" means the agreed storage and operating of the Software and the data processed with the Software for Customer in the rocon Public Cloud.

• "Party" / "Parties" means, with respect to the T&C and Individual Contracts: Customer and rocon.

• "Products" means all goods created, delivered, implemented and/or operated for Customer (such as hardware, software, databases) by rocon.

• "Re-Sell" means that, depending on the Individual Contract, Customer procures Third Party Products and/or Services from rocon as a re-seller (either as stand-alone Software or as a component of rocon's Software).

• "rocon Cloud" means the servers operated by rocon in a data center(s).

• "rocon's Personnel" comprises all the persons appointed by rocon to provide the Products and/or Services, in particularly rocon's employees, as well as freelancers, Subcontractors and their employees.

• "Sales Order" means any order (even if the Customer designates his order differently, such as "purchase order") in Textual Form or Written Form issued by Customer to rocon for the procurement of Products and/or Services as offered by rocon, acknowledging and confirming but not varying such Sales Quotation. The Sales Order constitutes a binding contract offer.

• "Sales Order Confirmation" means the confirmation of the Sales Order in Textual Form or Written Form issued by rocon (even if the Customer uses a different term for it, such as "order confirmation" or "confirmation of order").

• "Sales Quotation" means any offer in Textual Form or Written Form issued by rocon to Customer for the provision of Products and/or Services (even if the Customer uses a different term for it, such as "quotation" or "offer"). Any Sales Quotation is without obligation and non-binding unless the Sales Quotation includes an express statement to the contrary.

• "Service(s)" means all services, activities, care or work to be performed or to be supplied by rocon in accordance with the Contractual Documents.

• "Software" refers to software programs, program modules, databases tools specified in the Individual Contract (including Updates and Upgrades) and is the generic term for Standard Software and Individual Software.

• "Standard Software" means Software programs, program modules, tools specified in the Individual Contract that have been developed for the needs of a majority of customers on the market and not specifically by rocon for Customer, including the associated documentation. Every Software provided by rocon is Standard Software unless the Sales Quotation includes an express statement to the contrary.

• "Subcontractor" means any Third Party (including rocon's Affiliated Companies, if any) involved by rocon in the provision of the performance of the Products and/or Services.

• "Support" means consulting and advising Customer on questions arising for him during the use of the Software (hotline), in particular individual advice of the users via telephone, e-mail and internet in dealing with the Software, as agreed in the Individual Contract.

• "Textual Form" describes the explanation regulated in Section 126b BGB on a durable data medium (E-Mail or scanned PDF notice as attachment to an E-Mail). If a provision of the T&C requires compliance with the Textual Form, Written Form is also admissible.

• "Third Parties" are all individuals, corporate bodies and all other organizations that are not a Party to the Individual Contract.

• "Third Party Providers" means the providers of Third Party Products and/or Services;

• "Third Party Terms" means the contractual provisions of the Third Party Providers under which rocon acquires the Third Party Products

and/or Services for the purpose of providing it to Customer. This includes in particular their general terms and conditions, product, service and function descriptions and license terms and conditions (including usage rights regulations);

• "Third Party Products and/or Services" means (i) all standard software products and related documentation and content developed for or by companies other than rocon (such as also SAP Concur); (ii) all new Versions, Updates and Upgrades of such Third Party Products and/or Services; (iii) all complete or partial copies thereof; and (iv) and related Services from Third Party Providers such as cloud services / hosting / software-as-a-service, maintenance and support;

• "Update" shall mean Software which corrects Defects of the Software (including patches and bugfixes) and/or includes non-significant improvements of the Software. Such improvements shall be made in accordance with the general advancement of information technology and shall, as a minimum requirement, enable the usage of the Software together with the most current versions of any other software that the Software requires for its use or that it otherwise interacts with. An Update is usually but not necessarily denominated by a change in the numerals after the decimal point of the Software's versioning scheme (e.g. the "3" in Version 4.3).

• "Upgrade" shall mean Software which includes significant improvement (see definition of "Update") of the Software; Upgrades may also include Defect corrections. An Upgrade is usually but not necessarily denominated by a change in the numerals before the decimal point of the Software's Versioning scheme (e.g. the "4" in Version 4.3).

• "Version" shall mean the release level of the Software resulting from the latest Upgrade and all related Updates to the Software. Versions include adaptations to the application logic (Defect handling or Change Requests) after prior consultation with Customer. Adaptations for other customers do not affect Versions for Customer. Insofar as rocon shall implement Software pursuant to the Individual Contract and unless agreed otherwise in the Individual Contract, Versions are directly made available in live environment. Any adaptions of the infrastructure or to application components, that do not affect the application logic (e.g. operating system, Java Runtime Environment, encryption standard) and that are the subject of an Individual Contract, are carried out independently by rocon and are not made available as Versions.

• "Working Day" means the days from Monday to Friday (09:00 a.m. to 05:00 p.m. CET) inclusive, except for public holidays in the federal states of Rhineland-Palatinate and Baden-Wuerttemberg and December 24 and 31.

• "Work Result(s)" are all the Products and/or Services supplied by rocon, insofar as they may be the subject of proprietary rights, such as documentation, databases, reports, charts, studies, concepts, Individual Software and its documentation as well as Standard Software adaptations specific to Customer.

• "Written Form", "Written" or "in Writing" means the form regulated in Section 126 para. 1 BGB by signing the original document by hand. The application of Section 126 para. 2 BGB is excluded, so that mutually confirming correspondence, in each case in the form of Section 126 para. 1 BGB, is sufficient. The application of Section 127 para. 2 BGB is also excluded.

2 Subject Matter and Scope, Conclusion of Individual Contracts, Integral Parts of Individual Contracts, Order of Precedence

2.1 Subject Matter and Scope

2.1.1 These T&C constitute the basis for the provision of Products and/or Services by rocon to Customer. Subject matter of the T&C is to set a legal framework for the Products and/or Services to be provided by rocon to Customer on the basis of separate Individual Contracts. The Products and/or Services shall be specified in the respective Individual Contracts.

2.1.2 All Sales Quotations as well as Products and/or Services are addressed only to merchants acting within their business in accordance with the German Commercial Code (Handelsgesetzbuch, "HGB"), to corporate bodies organized under public law (juristische Personen des öffentlichen Rechts) or special assets under public law (öffentlich-rechtliche Sondervermögen).

2.1.3 These T&C shall govern all future Individual Contracts between rocon and the Customer with respect to the Products and/or Services, even if not expressly agreed upon again.

2.1.4 General Terms and Conditions of the Customer are not to be regarded as content of the Individual Contract and the Contractual Documents, even if not expressly objected to by rocon or if reference is made to them or their validity is agreed in Sales Orders, Sales Order Confirmations etc. Insofar as the General Terms and Conditions of the Customer fail to coincide with the T&C, the Customer must notify rocon in good time before the conclusion of the Individual Contract expressly and in writing that the T&C are not acceptable. Should it fail to do so, the Customer waives its right to assert its contradicting Terms and Conditions.

2.2 Conclusion of Individual Contracts

Individual Contracts between the Parties shall only enter into validity if all of the following conditions are fulfilled:

• rocon provides the Customer with its Sales Quotation.

• The Customer places the Sales Order with rocon by signing the Sales Quotation unconditionally and without modification and then returns the Sales Order to rocon, or otherwise by confirming the Sales Quotation unconditionally and unchanged in Textual Form or in Writing (e.g. by placing an order of its own).

• rocon provides the Customer with the Sales Order Confirmation or – without Sales Order Confirmation – rocon begins providing the Products and/or Services offered.

rocon can require from the Customer that it sends the Sales Order additionally in the original by mail service to rocon.

2.3 Integral Parts of Individual Contracts, Order of Precedence

2.3.1 Exclusively the following Contractual Documents shall be applicable to the Individual Contract (Sales Quotation, Sales Order and Sales Order Confirmation):

• additional Attachments to the respective Individual Contract, if expressly agreed upon by the Parties

• the T&C

• the Annexes to the T&C, insofar as they apply to the Products and/or Services which are subject of the Individual Contract:

• Data Processing Agreement, which shall be applicable insofar as the commissioned processing of personal data within the meaning of Art. 28 of the EU General Data Protection Regulation ("GDPR") for the Customer is part of the Services that are the subject matter of the Individual Contract, Annex No. 1

The Parties agree that the Data Protection Agreement sets forth their obligations with respect to the processing and security of Personal Data in connection with the Products and/or Services. The DPA is incorporated by reference into the Sales Quotations and, thus, into the Individual Contracts. rocon makes the commitments in this DPA to all Customers regarding its Products and/or Services. These commitments are binding on rocon with regard to the Customer regardless of (i) the version of the DPA that is otherwise applicable for any Customer, or (ii) any other agreement that references this DPA.

• Service Specifications, Annex No. 2 (rocon may also provide a German translation of the Service Specifications for convenience, however, in case of any contradiction or uncertainties the English version is legally binding)

• Support & Service Level Agreement, Annex No. 3

• Template Project Plan, Annex No. 4, consisting of

  • Template Project Plan SAP Concur, Appendix 1

  • Template Project Plan MISTRAL, Appendix 2

• Third Party Terms, insofar as Third Party Products and/or Services and/or related Services provided by Third Party Providers (indirectly as Subcontractors) are subject of the Individual Contract, such as:

  • SAP Concur Terms, if rocon provides SAP Concur as a Re-Seller to the Customer

  • iText Group nv (Belgium) Terms (as part of the rocon Software MISTRAL)

  • Third Party Terms shall apply pursuant to Article 3.5.2.

2.3.2 Customer may access, download and print the Contractual Documents including the Third Party Terms in effect at the time of entering into the Individual Contract under https://www.rocon.info/contracts_sap_concur.

2.3.3 The Contractual Documents shall, in their respective applicable version, become integral parts of the Individual Contract.

2.3.4 In the event of uncertainties or discrepancies between the Contractual Documents, the following Contractual Documents shall contain the following provisions and shall take priority in this respect:

• Sales Quotation: order volumes, place, times and dates of delivery, specifications, remuneration;

• Third Party Terms shall prevail pursuant to Article 3.5.2;

• T&C: all other provisions. In case of any deviations between the T&C and its Annexes, the latter shall prevail.

2.3.5 Notwithstanding, the provisions of the Data Processing Agreement, Annex No. 1 shall prevail over the other Contractual Documents.

3 Products and/or Services

3.1 Detailed Description of Products and/or Services

The Parties shall describe the Products and/or Services in detail in the respective Individual Contract and, insofar as a Product and/or Service is referred to in the Sales Quotation, in the respective Contractual Documents:

• Service Specifications, Annex No. 2, and

• Support & Service Level Agreement, Annex No. 3.

3.2 IT Projects

Insofar as agreed in the respective Individual Contract, rocon provides Products or/and Services such as:

• Consulting Services, in particular with respect to rocon's Software and the Third Party Software SAP Concur, such as:

  • Workshops

  • IT Project management and coordination

  • Support of Customer's implementation activities (configuration, customizing, migration, roll-out etc.)

  • Testing support

  • Training

• Migration

• Implementation Services with respect to rocon's Software, such as:

  • Configuration

  • Customizing

  • Roll-out

• Provision of rocon's Software, in particular MISTRAL

3.3 Operating Services, Support and Maintenance Services

Insofar as agreed in the respective Individual Contract, rocon provides:

• Operating Services

• Support and Maintenance Services

3.4 Co-Sell

In case of Co-Sell, rocon shall not be responsible for the provision of the Third Party Products and/or Services (in particular, not for their scope of performance and functionality, for any infringement of Third Party Intellectual Property rights and for their freedom from Defects) and rocon shall have no obligations under the Individual Contract in connection with the provision of Third Party Products and/or Services. With respect to such Third Party Products and/or Services rocon shall only, insofar as agreed in the Individual Contract, provide Services specified in Article 3.2.

3.5 Re-Sell

3.5.1 In case of Re-Sell, Third Party Providers have granted rocon the possibility to market and distribute certain Third Party Products and/or Services on its own account, such as SAP Concur and (as part of rocon's Software MISTRAL) other Third Party Products and/or Services (such as iText), as well as to provide related Services (in particular consulting, implementation, training, Support and Maintenance).

3.5.2 If rocon re-sells Third Party Products and/or Services pursuant to the Individual Contract, the Third Party Terms regarding (i) the scope of services of the Third Party Products and/or Services (in particular their product, service and function descriptions or similar), (ii) claims based on Defects (warranty), (iii) liability, (iv) measurement of the Third Party Products and/or Services, (v) provisions regarding Intellectual Property and the right of use, and (vi) the choice of law made for these Third Party Terms, have priority and apply in this respect also in the relationship between rocon and the Customer, whereby rocon takes the place of the Third Party Provider with regard to the rights and obligations regulated therein.

3.5.3 As far as (i) rocon's Products and/or Services are provided, and (ii) in case of Re-Sell no effective Third Party Provider Terms exist or no deviating effective Third Party Provider Terms

apply, the provisions of the T&C shall apply in all other respects.

4 rocon's Obligations, Customer's Cooperation

4.1 rocon's General Obligations

4.1.1 rocon shall provide the Products and/or Services as agreed in the respective Individual Contract. rocon undertakes in particular to provide the Products and/or Services properly with due professional care corresponding to the conditions agreed to in the Contractual Documents.

4.1.2 Unless otherwise expressly agreed, rocon shall use only its own tools and equipment for the performance of the Products and/or Services and is financially and operatively responsible for the procurement and operation of all hardware, Software, materials, tools, Third Party services and other resources that are required to provide the Products and/or Services. Notwithstanding the foregoing, the Parties particularly clarify that they may agree in an Individual Contract to the procurement of materials, tools, etc. by Customer.

4.1.3 Unless expressly agreed in the Individual Contract, dates of performance, timelines or milestones (hereinafter together referred to as "**Performance Period**") stated by rocon are not binding.

4.1.4 If rocon cannot fulfill an order on a contractually agreed date, rocon will, as soon as this is foreseeable, inform the Customer in Writing or in Textual Form, indicate the foreseeable duration of the delay and state the reasons causing the missed deadline. This shall particularly apply if the Customer fails to meet its obligations to cooperate. In the event of delays, the Parties shall endeavor to reschedule the completion date by mutual agreement. If no agreement is reached and if rocon is responsible for the missed deadline, the Customer can put rocon in default after the missed deadline by reminding the performance in Writing or Textual Form and setting an appropriate grace period. If after expiry of the grace period without fulfillment the acceptance of the Products and/or Services is to be refused, this is to be pointed out in Writing or Textual Form in the context of the reminder.

4.1.5 rocon is entitled to partial performance, unless the partial performances have such a small extent in relation to the Products and/or Services that there is no interest of the Customer in them for factual reasons to be evaluated objectively. In case of partial performance, the agreed remuneration will be reduced proportionally (if applicable, also taking into account any damage claim of the Customer caused by rocon's delay within the scope of the provisions of the T&C on liability).

4.2 Quality Standards

Unless otherwise or specifically agreed expressly in the Individual Contract, rocon shall provide the Products and/or Services in line with Current State-of-the-Art standards and using entities and processes that comply with the customary quality standards.

4.3 Places of Performance

4.3.1 If places of performance differ from the sites of rocon, they shall be stipulated expressly in the respective Individual Contract.

4.3.2 In any case, rocon shall make reasonably careful use of equipment and premises made available to it by Customer.

4.4 Customer's Cooperation Obligations

4.4.1 The Customer shall undertake at its own cost all efforts to enable rocon a smooth provision of Products and/or Services and to refrain from anything, which may hinder or prevent such activities. The Customer has familiarized itself with the most important functional features of the Products and/or Services and bears responsibility for ensuring that they fulfill its wishes and requirements.

4.4.2 Specific Customer cooperation obligations are agreed in the Service Specifications, Annex No. 2, and shall be detailed in workshops. In addition, rocon may require Customer to provide further cooperation or to furnish further items only insofar as this is necessary for the due performance of the Products and/or Services and can be reasonably expected from Customer. In particular, Customer shall supply rocon with the information requested by rocon reasonably considered necessary.

4.4.3 rocon shall notify Customer promptly of the nature, scope, dates and other details of its duties to cooperate and assist, unless the respective details of the duties to cooperate and assist are already apparent from the Contractual Documents.

4.4.4 If the Customer becomes aware that some information and requirements are incorrect, incomplete, not clear, or not able to implement, the Customer shall notify rocon of such and the identifiable consequences immediately.

4.4.5 If rocon is dependent on the provision of or access to Customer's technical infrastructure to provide the Products and/or Services, the Parties shall specify rocon's corresponding requirements in the relevant Individual Contract.

4.4.6 Customer will make available to rocon the assets, use of Third Party contracts, Software and Software maintenance, as far as it is necessary for the execution of the Products and/or Services.

4.5 Non-fulfilment of Cooperation

4.5.1 Insofar as rocon is impeded by the non-contractual fulfilment of Customer's duties to cooperate and assist, rocon shall not be held responsible for any Defect or delay.

4.5.2 The agreed deadlines shall be deferred for a reasonable period in accordance with the prerequisites outlined in Article 4.5.1 above.

5 rocon's Personnel and Subcontractors

5.1 rocon's Personnel

5.1.1 The personnel sovereignty of rocon over its employees remains exclusively assigned to rocon also during the performance of the contractual services. There is no integration into the organization of the Customer. For all employees of rocon, who are assigned to the Customer, the right of instruction and direction remains exclusively and unrestrictedly with rocon. rocon is responsible in particular

• the decision about selection and number of rocon-employees used;

• the determination of the working hours and the arrangement of possible overtime;

• the granting of vacation and time off;

• the performance of work controls and the supervision of the regularity of the work processes.

5.1.2 The Customer's employees have no right to issue instructions to the employees of rocon. Unless otherwise agreed in the Individual Contract, the employees of rocon use their own work equipment.

5.2 General Principles for Subcontractors

5.2.1 rocon is entitled to transfer the Products and/or Services, in part or in total, to Subcontractors, provided that

this does not conflict with Applicable Legal Provisions.

5.2.2 The use of Subcontractors shall not release rocon from the responsibility for fulfilling the obligations under the Individual Contract. rocon is responsible for the Products and/or Services provided by the Subcontractor and for all the payments made to rocon's Subcontractors.

6 Operating Model and Governance, Settlement of Disputes

6.1 General Principles

6.1.1 The Products and/or Services require close cooperation between the Parties. The Parties shall inform each other of all the circumstances arising from their respective spheres of influence which may have a repercussion on the Products and/or Services.

6.1.2 Each Party shall designate at least in Textual Form a contact person for the other Party and an address and e-mail address at which the contact person can be reached. The respective contact persons must be in a position to make the necessary decisions for its Party or to bring them about without delay. Each contact person shall ensure good cooperation with the contact person of the respective other Party.

6.2 IT Project Organization

6.2.1 Each Party shall appoint a Project Manager at the beginning of the Individual Contract. The Project Managers shall be responsible for initiating and coordinating all measures necessary for the execution of the IT Project and shall be the exclusive contact for the respective other Party about all ordinary matters relating to the Individual Contract.

6.2.2 It may be required by rocon, that Project Managers from Third Party Providers shall be included in the IT Project.

6.2.3 Coordination meetings shall be held on a regular basis to ensure proper execution of the IT Project. At the request of one of the Parties, further meetings may be arranged at reasonable intervals. The course and results of such meetings shall be recorded.

6.2.4 If decisions cannot be made at the Project Manager level, they shall be made in the Steering Committee. The Steering Committee shall include a member of the department head level of both Parties (on rocon's side such as the managers of the respective department consulting, development,

infrastructure services) or another employee of the respective Party who is authorized to make decisions for this procedure. The Project Steering Committee shall meet at any time at the request of either of the Project Managers.

6.2.5 If decisions cannot be made at the Steering Committee, they shall be made in the division manager level (such as on rocon's side the Chief Operating Officer, the Customer shall appoint a respective contact person).

6.2.6 If decisions cannot be made at the division manager level, they shall be made by the managing directors of the Parties.

6.2.7 Meetings may also take place by telephone or video conference. All resolutions shall be recorded in Writing or Textual Form.

6.3 Settlement of Disputes

6.3.1 All disputes arising out of or in connection with the Individual Contract shall be resolved amicably to the extent possible. If disputes cannot be resolved at the contact person level, the Parties shall escalate the dispute to the respective next management level in accordance with this Article 6**Fehler! Verweisquelle konnte nicht gefunden werden.** before taking legal action in court (with the exception of interim legal protection, which shall remain unaffected by this out-of-court dispute resolution procedure):

6.3.2 In the first instance, the Parties will attempt to resolve the dispute through contact person discussions. Should they fail to resolve the dispute within ten (10) working days, the dispute shall be referred to the management level for resolution.

6.3.3 If the management of the Parties does not succeed in resolving the dispute within a further period of one (1) month (or any other period agreed upon by them after the referral), then subsequently either Party shall be entitled to take legal action in court.

7 Change Requests

7.1 Applicability

The procedure described below shall be applied in the following cases ("**Change Request(s)**"):

• a Product and/or Service is restricted, modified or extended (such as in case of relevant changes of collective bargaining and tax regulations as well as travel and expense regulations)

• in the event of changes in quantitative framework conditions which exceed or

fall short of the respectively agreed remuneration

• in the provision of an additional Product and/or Service

• in the event of changes to the provisions of the T&C or an Individual Contract, subject to the condition that such modifications may only be agreed at the level of the competent representatives of each Party

• if the applicability of the Change Request procedure is agreed

7.2 General Principles and Change Procedure

7.2.1 Changes of Products and/or Services, which serve the technical progress or become necessary due to unforeseen difficulties, are permitted to rocon, as far as the subject of the Product and/or Service is not changed considerably, and the changes are reasonable for the Customer.

7.2.2 Each Party may submit a Change Request in Textual Form and shall include sufficient information to give the other Party the possibility of assessing the Change Request. Each Change Request must contain the following information at least:

• description of the requested change,

• aim and purpose of the requested change,

• special circumstances and background considerations which must be adhered to with respect to the requested change, and the

• urgency of the requested change.

7.2.3 In the event of a Change Request by Customer, Customer shall reimburse rocon's costs of the Change Request procedure (preparation of the Sales Quotation /Individual Contract incl. a rough estimate of the time required). However, this shall only apply if rocon has notified Customer in advance in Writing or in Textual Form of the estimated amount of the costs thereby incurred and Customer has nevertheless insisted on continuation of the Change Request procedure.

7.2.4 If changes of Services are desired by the Customer, then the achievement standing in connection with it is charged according to actual expenditure (the Parties may agree that a budget agreed upon within the IT Project or within the Individual Contract but not used up may be used and charged for the Change).

7.2.5 If due to Change Requests a contractually agreed Performance Period can no longer be met, rocon will point this out at least in Textual Form.

In this case, the Parties shall mutually agree on a new Performance Period. In the absence of a determination of a new Performance Period, this Performance Period will be extended by a reasonable period of time, but at least according to the duration of the period between the change or supplement request and the conclusion or rejection of the change order.

7.2.6 All changes shall be agreed in a supplementary agreement between the Parties in Written Form or Textual Form. The supplementary agreement (Sales Quotation /Individual Contract for the Change) shall specify the date on which the change is to enter into force.

8 Intellectual Property

8.1 Customer's Intellectual Property

8.1.1 Customer's entire Intellectual Property remains for the exclusive use and exploitation of Customer.

8.1.2 Customer hereby grants rocon for the duration of the respective Individual Contract a single, non-transferable right to use the Intellectual Property of Customer to the extent required to provide the Products and/or Services to Customer. The production of copies of the Intellectual Property of Customer and the revision or amendment as well as the issue of sub-licenses or use by Third Parties thereof is only admissible insofar as that this is required to provide the Products and/or Services.

8.2 rocon's Intellectual Property, Rights of Use

8.2.1 All rights to the Products and/or Services – in particular the copyright and other IP rights – are exclusively entitled to rocon in relation to Customer. Customer has the following non-exclusive rights to the Products and/or Services. For avoidance of doubt, any right of use of rocon Products and/or Services by Customer is non-exclusive, and Customer shall receive the rights to the Products and/or Services that are necessary for its use. The above sentences 1 to 3 apply to all Software, objects, Work Results and information possibly provided to the Customer within the scope of the Individual Contract.

8.2.2 In the case of databases created by rocon, rocon is the database producer pursuant to Section 87a of the German Copyright Act.

8.2.3 Customer may use the Software and databases only for the purpose of processing its internal business transactions and, unless otherwise agreed expressly in the Individual Contract, only for the term of the respective Individual Contract. Rights to reproduce Software and databases shall only be granted to this extent. All rights beyond this, especially the right to distribute including renting, translating, editing, arranging and making the Software and databases publicly available remain exclusively with rocon. The use of the Software and databases for training of persons who are not employees of Customer is not permitted. Further details shall be determined in accordance with the Individual Contract and the T&C.

8.2.4 If Customer receives copies of new Versions of the Software and/or databases (e.g. within the scope of rectification or maintenance), which replace the Initial Version respectively a previously provided Version of the Software and/or databases, the right of use granted to Customer shall exclusively exist with regard to the respective most recently received Version. The right of use with respect to the Initial Version respectively the previously provided Version shall expire as soon as the new Version is implemented for use on productive systems. However, Customer may use the new Version for test purposes alongside the old Version in productive use for a period of three months. The provisions of this Article 8.2 shall apply to the replaced Version.

8.3 Third Party Products and/or Services in Case of Re-Sell

For avoidance of doubt, in case of Re-Sell, the granting of rights is made in accordance with the license or right-of-use provisions of the Third Party Terms. With respect to databases created by a Third Party Provider, the Third Party Provider is the database producer pursuant to Section 87a of the German Copyright Act.

8.4 Documents

Subject to the other provisions in this Article 8**Fehler! Verweisquelle konnte nicht gefunden werden.** as well as the provisions under Article 9**Fehler! Verweisquelle konnte nicht gefunden werden.**, all documents are and shall remain the property of the Party which issued them, and they may not be duplicated in full or in part without the express Written approval of the issuing Party.

8.5 Infringement of Third Party Intellectual Property Rights

rocon warrants in accordance with the provisions of statutory law that no Third Party rights exist which impede, restrict or exclude the contractual use by Customer of the Products and/or Services and are supplied by rocon. However, if Third Party claims are nevertheless brought on the grounds of infringement of Third Party rights, the following shall apply:

8.5.1 Customer shall promptly and comprehensively inform rocon in Textual Form of such Third Party claims. The Customer will immediately provide rocon with all information in his possession that is necessary to defend the claim and will provide rocon with all reasonable assistance that the Customer can be expected to provide.

8.5.2 If the Customer discontinues the use of the Products and/or Services for reasons of mitigation of damages or other important reasons, the Customer is obligated to point out to the Third Party that the discontinuation of use does not imply an acknowledgement of the alleged infringement of Intellectual Property Rights.

8.5.3 rocon shall defend such claims in and out of court at its own expense. rocon retains the right to decide on a settlement by composition. rocon shall promptly issue instructions to Customer to defend such claims. If it fails to do so, Customer shall defend the claims at its own discretion and to the best of its ability.

8.5.4 If it is established that the Products and/or Services infringe Third Party industrial property rights, rocon shall at its own expense and at the discretion of Customer either grant Customer the necessary rights of use or shall amend the Products and/or Services in such a manner that they no longer infringe the industrial property rights of Third Parties, but continue to comply with the contractual provisions. In the latter case, rocon shall undertake all the necessary conversions, re-formatting and adaptations of the documentation, training courses etc. If rocon is neither able to grant the necessary rights of use nor to modify the Products and/or Services to the extent described above, Customer shall be entitled to terminate for an important reason. Any further claims by Customer shall not be affected thereby.

9 Documentation

9.1 General Requirements

9.1.1 The documentation shall be configured in such a way that a person reasonably qualified in providing or using the Products and/or Services is able to perform the tasks assigned to

him/her with the help of the documentation.

9.1.2 Further requirements of the documentation may be agreed between the Parties in the respective Individual Contract and Attachments.

9.2 Form, Language, Rights

9.2.1 Unless otherwise agreed in the Individual Contract, Customer shall receive the documentations in electronic form, each in English language or in the language as agreed in the Individual Contract.

9.2.2 Customer is entitled to duplicate all the documentation supplied in accordance with the T&C at its own expense without additional charges and for its own use.

9.2.3 The rights shall be determined, irrespective of Article 9.2.2 above, in accordance with Article **Fehler! Verweisquelle konnte nicht gefunden werden.**8.

10 Acceptance

10.1 Applicability

In case of Products and/or Services provided under IT Projects and for which an acceptance is stipulated in the Individual Contract or is agreed during the IT Project (such as in a workshop), the provisions of this Article 10**Fehler! Verweisquelle konnte nicht gefunden werden.** apply with regard to the acceptance.

10.2 Acceptance Procedure

10.2.1 rocon must inform Customer in Writing or Textual Form of the readiness of Products and/or Services for testing ("ready for testing notice").

10.2.2 Upon receipt of the ready for testing notice Customer shall, within the period agreed in the relevant Individual Contract or, if no such period is agreed, within a reasonable period of twenty (20) Working Days (hereinafter collectively referred to as the "testing period"), test the Products and/or Services.

10.2.3 If the Products and/or Services do not show any Defects or only insignificant Defects, Customer declares the acceptance in Writing without delay.

10.2.4 If Customer does not declare acceptance ten (10) Working Days after testing period and if he has not complained in Writing or Textual Form about any essential Defects in the meantime (specifying each defect and providing the test results), the Products and/or Services are considered as accepted. Products and/or Services are also considered as accepted by the fact that Customer uses the Products

and/or Services without complaining in Writing or Textual Form to rocon about any essential Defects.

10.3 Milestones / Project Steps, Partial Acceptance

10.3.1 If the Parties have agreed upon milestones or comparable project steps in the Individual Contract or during the IT Project (such as in a workshop), Customer shall be obliged to test the respective Product and/or Service provided within such milestone or comparable project step without delay.

10.3.2 Customer shall declare its approval or disapproval (specifying each defect and providing the test results) of such Product and/or Service in Writing or Textual Form within the testing period. If Customer does not declare approval or disapproval within ten (10) Working Days after testing period, the Products and/or Services are considered as approved. Approval shall also be deemed partial acceptance.

10.3.3 The risk of any Defects shall pass to the customer with the respective approval, insofar as it is not a matter of Defects that only arose or could only be detected within the scope of the services following the declaration of release.

11 Remuneration

11.1 Fees

rocon shall receive the agreed Remuneration for the provision of the Products and/or Services as specified in the respective Individual Contract.

Depending on the remuneration model agreed in the Individual Contract, the following shall also apply:

11.1.1 Unless expressly agreed otherwise in the Individual Contract, prices stated by rocon in the Sales Quotation are non-binding cost estimates and the remuneration model "Time and Effort" shall apply. In this case rocon provides the Products and/or Services for the remuneration agreed in the Individual Contract. Within the scope of the remuneration according to hourly rates, started quarter-hours shall be charged in full. If the remuneration is based on "man days", "person days", etc., one such "day" corresponds to eight (8) hours per calendar day of an employee. Over- and underruns are charged pro rata.

11.1.2 If the Parties expressly agree in the Individual Contract upon remuneration model "Fixed Prices" and/or "Recurring Flat Prices", the

respective price is the total remuneration,

• either for Products and/or Services to be provided and remunerated on a one-off basis ("Fixed Prices"), or

• for Products and/or Services provided and remunerated on a regularly recurring basis within a certain time period such as a month ("Recurring Flat Prices"). The Recurring Flat Prices are based on a fixed number of "Travel & Expense" transactions ("Base Transaction Fee") agreed in the Individual Contract. If this number is exceeded, additional "Incremental Transaction Fees" will be charged according to the Individual Contract.

11.1.3 If the Parties expressly agree in the Individual Contract upon remuneration model "Follow-up on-demand Support", rocon's provision of Products and/or Services ends automatically as soon as the quota of the hours for "Follow-up on-demand Support Budget" ("Quantity") agreed in the Individual Contract, has been called by Customer and performed by rocon, unless the Parties subsequently agree on a further Quantity. If a Quantity is not called by Customer within one year from the conclusion of the Individual Contract, the Customer's entitlement to the respective Products and/or Services is forfeited without the remuneration being refunded.

11.2 Additional Costs

Travel expenses and other ancillary costs as well as expenses incurred by rocon for the performance of the Products and/or Services shall, unless otherwise agreed expressly in the Individual Contract, be invoiced additionally.

Unless agreed otherwise in the Individual Contract, travel expenses are calculated as follows:

• Travel time: 50% of the hourly rate

• Train journey: First class, per receipt

• Flights: Economy Class (EMEA), Business Class (Intercontinental), per receipt

• Mileage allowance EUR 0.42 per kilometer

• Rental car: Compact Class, per receipt

• Overnight stay and expenses: On-site, per receipt

11.3 Value Added Tax

All fees and costs stated in the Sales Quotation are excluding any applicable Value Added Tax, unless explicitly stated otherwise. The current rate of statutory Value Added Tax shall be

invoiced and paid in addition to all fees. rocon shall state the rate and amount of Value Added Tax separately on the invoice.

11.4 Cost Increases

11.4.1 rocon reserves the right to increase the remuneration accordingly by means of an adjustment declaration at least in Textual Form if cost increases occur after conclusion of the Individual Contract due to price increases of Third Party Providers or Subcontractors. rocon will prove these price increases upon Customer's request.

11.4.2 In addition, rocon may, in case of Recurring Flat Prices, change the remuneration in each case with a notice period of two months with effect from 01.01. of a calendar year, by means of a declaration of adjustment at least in Textual Form vis-à-vis the Customer at its discretion in compliance with the following principles, whereby in this case price adjustments made in the same period are to be credited in accordance with Article 11.4.1 above:

• rocon may change the remuneration to no more than the extent to which the index specified in the following paragraph has changed ("change framework"). the first remuneration adjustment, the index development between the index level published at the time of the conclusion of the Individual Contract and the index level last published at the time of the adjustment declaration shall be decisive for the change framework. If a compensation adjustment has already taken place previously, the change framework shall be defined by the index development between the index level last published at the time of the preceding adjustment declaration and the index level last published at the time of the new adjustment declaration.

• The index of average gross monthly earnings of full-time employees in Germany for the economic sector "Provision of information technology services" (currently published in quarterly figures by the Federal Statistical Office in Fachserie 16, Reihe 2.2, Gruppe J 62: "Verdienste und Arbeitskosten, Indizes der Arbeitnehmerverdienste, - Lange Reihe - 4. Vierteljahr 2020, Erscheinungsfolge: Vierteljährlich, Erschienen am 24.03.2021", Basis 2015 = 100) is to be used as the basis for determining the change framework. If this index is no longer published, the index published by the Federal Statistical Office which most closely reflects the development of average gross monthly earnings in the aforementioned economic sector shall be used to determine the change framework.

11.4.3 If Customer does not terminate the Individual Contract as of the end of the calendar year within two weeks of receipt of the adjustment declaration (special right of termination), the new remuneration is deemed to be agreed. rocon points this out in the adjustment declaration.

11.5 Terms of Payment

11.5.1 In case of remuneration model "Time and Effort" (either IT Projects or other Services such as consulting, training, etc.) agreed under the respective Individual Contract, rocon shall invoice such Products and/or Services monthly and attach the accepted time sheets to the invoices.

11.5.2 In case of IT Projects and remuneration model "Fixed Prices" agreed under the respective Individual Contract, rocon shall invoice such Products and/or Services as follows:

• 1/3 directly after conclusion of the Individual Contract

• 1/3 on delivery or provision of the Products and/or Services

• 1/3 after acceptance of the Products and/or Services

11.5.3 In case of remuneration model "Recurring Flat Prices" agreed under the respective Individual Contract, Customer's payment obligation begins with the first provision of the Products and/or Services and the remuneration is due as agreed in the Individual Contract.

11.5.4 In case of remuneration model "Follow-up on-demand support" agreed under the respective Individual Contract, rocon shall invoice such Products and/or Services after conclusion of the Individual Contract and the remuneration for the Quantity provided by rocon in one calendar month is invoiced in the following calendar month.

11.5.5 The remuneration shall be due and payable 14 days net without deduction (in case of Products and/or Services subject to acceptance, after acceptance of the Products and/or Services and) after receipt of a proper, complete, verifiable and legally compliant invoice.

11.6 Offset, Retention

Customer is entitled to offset or retain only in event that its counterclaims have been assessed in a legally binding judgment or are undisputed or have been recognized by rocon. Furthermore, Customer is entitled to exercise any rights of retention only insofar as its counterclaim is attributable to the same contractual relationship.

12 Claims Based on Defects, Liability

12.1 Claims Based on Defects of Products and/or Services

12.1.1 If a material defect is present in the Defects of Products and/or Services, rocon shall remedy the defect or supply the item free of defect ("Supplementary Performance", *Nacherfüllung*) at its own choice. rocon may refuse the type of Supplementary Performance or the Supplementary Performance as a whole if such is only possible at unreasonable cost. In the case of the supply of an item free of defect, rocon shall carry the cost for such action insofar as costs do not increase because the defect free item must be provided to a location other than the contractually agreed upon location of the Products and/or Services. Should rocon provide Products and/or Services free of defect for the purpose of Supplementary Performance, rocon is entitled to redeem the defective Products and/or Services.

12.1.2 Should rocon be unwilling or not able to provide Supplementary Performance, or should rocon delay such beyond a reasonable period of time based on reasons caused by rocon, or if the Supplementary Performance fails for any other reason, the Customer is entitled as set out under the law to assert its rights to withdraw in relation to the production service or reduce payment or claim for damages. Termination without notice by the Customer for good cause relating to the provided advertising carrier based on non-provision of contractual use is first applicable where rocon was provided with sufficient opportunity to remedy the defect und such proved unsuccessful.

12.1.3 Unless expressly agreed otherwise in the Individual Contract, in case of Re-Sell the Customer shall, at rocon's request, assert the claims for Defects against a Third Party Provider in the event of Defects in Third Party Products and/or Services. rocon shall assign its own claims against the Third

Party Provider to the Customer for this purpose. The Customer may then make a claim against rocon on the basis of the Defects, if a judicial enforcement of the defect claims against the Third Party Provider has also been unsuccessful.

12.1.4 Insofar as the Products and/or Services are services covered by tenancy law (e.g. rocon Cloud, provision of MISTRAL for the agreed contractual term), rocon warrants the functional and operational readiness of the provided Products and/or Services during the contract term according to the Individual Contract. Section 536b BGB (knowledge of the lessee of the defect at conclusion of the contract or acceptance) and Section 536c BGB (defects occurring during the rental period; notice of defects by the lessee) apply. However, the application of Section 536a para. 2 BGB (Tenant's right of self-remedy) is excluded. The application of Section 536a para. 1 BGB (landlord's liability for damages) is also excluded insofar as this legal regulation provides for strict liability.

12.1.5 Further claims by the Customer beyond the right to Supplementary Performance, withdraw or terminate the Individual Contract and to reduce payment, particularly claims for damages including lost profit or other pecuniary damages, exist only within the scope of the provisions of these General Terms and Conditions.

12.1.6 The warranty period of time consists of one year, which begins with the standard statutory limitation period. The aforementioned shall not be applicable to compensation for damages to life, body or health and to intentional or grossly negligent breach of duty, if either is subject to statutory limitation.

12.1.7 rocon has no obligations if a defect is attributable to the fault of the Customer.

12.2 Liability

12.2.1 The provisions set out under (i) to (vi) hereunder shall apply to the liability of rocon as well as to the liability of rocon's employees, assistants in performance, and vicarious agents – irrespective of reason:

(i) In cases of intent, rocon's liability extends to the full loss.

(ii) rocon shall be unrestricted liable for death, personal injury or damage to health caused by the intent or negligence of rocon, its legal representatives or assistants in performance.

(iii) rocon shall be liable in accordance with the Product Liability Act in the event of product liability.

(iv) In cases of gross negligence, rocon's liability shall be limited to the amount of the foreseeable damage that would have been prevented through the exercise of due care.

(v) rocon shall only be liable for losses arising from the lack of any warranted or guaranteed characteristics up to the amount which is covered by the purpose of the warranty respectively the guarantee and which was foreseeable for rocon at the time the warranty respectively the guarantee was given.

(vi) rocon is liable for simple negligence on the merits only if a cardinal obligation is violated (i.e. an essential obligation, the fulfillment of which is owed by rocon and is of eminent importance for the achievement of the purpose of the Individual Contract, or compliance with which is owed to the Customer and the violation of which can lead to the achievement of the purpose of the contract being jeopardized). In the case of simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by rocon at the time the respective Product and/or Service was performed.

12.2.2 In the cases of Article 12.2.1 (vi) above, the Parties agree that the amount which was foreseeable by rocon at the time the respective Product and/or Service was performed shall be EUR 200,000.00 per claim, in total to a maximum of EUR 500,000.00 aggregated for the entire Agreement/Individual Contract and liability shall be limited accordingly.

12.2.3 rocon shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.

12.2.4 Any more extensive liability of rocon is excluded on the merits.

12.2.5 For all claims against rocon for damages or compensation of futile expenses in case of contractual and non-contractual liability a limitation period of one year applies. The limitation period starts with the point in time determined in Section 199 para. 1 BGB. It shall come into effect at the latest on expiry of 5 years from the date on which the claim arose. The provisions of sentences 1 to 3 of this paragraph shall not apply to liability in the event of intent or gross negligence or in the event of damages to life, body or health or under the Product Liability Act.

13 Force Majeure

13.1.1 Insofar as one of the Parties is responsible by law or under the Individual Contract for the performance of its obligations hereunder irrespective of whether or not such party is at fault, such Party shall only be released from such obligations if it is prevented from performance as a result of Force Majeure and pursuant to the provisions hereunder.

13.1.2 The Parties expressly agree that strike action by rocon's Personnel shall not be considered an event of Force Majeure.

13.1.3 In case of the occurrence of an event of Force Majeure affecting the performance of one or more Individual Contracts, the affected Party shall immediately inform the other Party in Textual Form, by registered letter with acknowledgement of receipt, of the occurrence and nature of said event, indicating an estimate of its duration.

In such case, the Parties shall confer rapidly and use their best efforts to reduce the effects of the event of Force Majeure and to activate any business continuity or recovery plan that has been provided.

13.1.4 If the event of Force Majeure should persist for more than six (6) weeks from notification of its occurrence, and in the absence of agreement between the Parties on the measures to be taken, each Party shall be entitled to terminate the Individual Contract immediately in Writing by registered letter with acknowledgement of receipt without any indemnification being claimable in this respect. Termination of the Individual Contract concerned shall not imply the automatic termination of other Individual Contracts in progress.

13.1.5 When the situation of Force Majeure comes to an end, performance of the obligations under the Individual Contract concerned suspended during the event of Force Majeure shall be resumed as soon as reasonably possible. The Parties shall bear their own expenses deriving from this event of Force Majeure.

13.1.6 If the event of Force Majeure affecting the entire performance of the Products and/or Services covered by

the Individual Contract, the rules of this Article 13 shall apply mutatis mutandis.

14 Confidentiality

14.1 Confidentiality Obligations

14.1.1 Each Party shall keep and procure to be kept secret and strictly confidential all Confidential Information belonging to Customer disclosed or obtained as a result of the relationship of the Parties under the Individual Contract. In particular, each Party shall protect Confidential Information against unauthorized access through reasonable secrecy measures within the meaning of the German Trade Secrets Act ("Gesetz zum Schutz von Geschäftsgeheimnissen"). Confidential Information shall only be used for the contractually agreed purpose. Any disclosure to customers and/or agents and/or Affiliated Companies of each Party shall only be made with prior Written consent of the other Party and provided that they are bound by the same level of confidentiality as each Party to the Individual Contract. Consent is not required insofar as it is necessary for an engaged accountant/auditor, tax advisor, lawyer or notary to inspect the contractual arrangements.

14.1.2 To the extent that a Party is required by applicable law, court order, government order or relevant stock exchange regulation to disclose any Confidential Information, rocon shall promptly notify the other Party (to the extent legally possible) in Writing thereof and make all reasonable efforts to minimize the scope of disclosure and to provide the other Party with reasonable assistance, if necessary, in obtaining a protective injunction against the disclosure of Confidential Information.

14.1.3 A Party shall be responsible to the other Party in respect of any disclosure of such Confidential Information by a person to whom disclosure was made.

14.1.4 Each Party shall return or destroy all Confidential Information of the other Party, including copies thereof, within ten (10) Working Days after receipt of the other Party's request or at the latest after achieving the contractually agreed purpose, unless this is (i) contrary to statutory retention obligations or retention obligations agreed with Customer in Writing, or (ii) required for evidentiary purposes for the duration of statutory or contractual limitation periods.

14.2 Term of Confidentiality Obligation

The confidentiality obligations under the T&C shall remain in effect during the term of the T&C and for another 10 years thereafter.

15 Data Protection

15.1 General Information about Data Processing

15.1.1 Each Party shall produce, process and utilize personal data in accordance with Applicable Legal Provisions, in particular with applicable data protection law.

15.1.2 If the Service involves commissioned data processing, the "Data Processing Agreement", Annex No. 1, shall apply.

15.2 IT Security, Technical and Organizational Measures

15.2.1 For the purposes of ensuring the security and confidentiality of data which are subject to data protection, each Party shall adopt and maintain the necessary technical and organizational measures, in particular those defined by the Applicable Legal Provisions (in particular as defined by statutory data protection law).

15.2.2 The technical and organizational measures adopted by rocon shall be described in detail in the Data Processing Agreement (Annex No. 1).

16 Term, Termination

16.1 Term

The Individual Contract comes into force with enactment of the last required signature. Specific contract terms are agreed in the Individual Contract.

16.2 Special Right of Termination

Insofar as the Products and/or Services are dependent on the (preliminary) products and/or services of a Third Party Provider or a Subcontractor, the Third Party Provider or Subcontractor effectively terminates the contract with rocon, on which the Products and/or Services are based, in an ordinary manner or effectively terminates the contract without notice, and rocon has not caused the termination without notice by a culpable breach of duty, rocon is entitled to a special right to terminate the respective Individual Contract vis-à-vis the Customer. The termination takes effect at the time when the Third-Party Provider ceases its products and/or services due to its termination. rocon is obligated to issue the special termination to the Customer without undue delay after receipt of the termination of the Third Party Provider.

16.3 Termination for Cause

16.3.1 Each Party's right to terminate the Individual Contract for cause remains unaffected.

16.3.2 A further instance of an important reason which shall entitle each Party to terminate in accordance with this Article 16.3 exists, if the other respective Party suspends the fulfilment of its contractual obligations or if the assets of the other respective Party are the subject of an application to commence of insolvency proceedings.

16.3.3 Prior to termination for an important reason, a warning in Textual Form must be given if, except in the event of an application to commence insolvency proceedings (see above). The Party that is in breach of the contract shall be given a warning in Textual Form; it shall moreover be given the opportunity within thirty (30) calendar days from the receipt of the warning requiring it to remedy the unsatisfactory circumstances that are justifying the important reason.

There shall be no need for a warning if:

• the Party that is in breach of the contract seriously and definitively declines to provide the Products and/or Services, or if

• there are particular circumstances which justify immediate termination taking the interests of both Parties into consideration.

16.4 Form of Termination

Termination of the Individual Contract shall be declared in Writing or Textual Form.

17 Final Provisions

17.1 Governing Law

The Contractual Documents shall be exclusively governed by the laws of the Federal Republic of Germany excluding the conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

17.2 Place of Jurisdiction

The place of jurisdiction shall be the registered seat of rocon. In addition, rocon shall be entitled to take action before the court at the legal place of jurisdiction.

17.3 Integrity of Completeness

The Contractual Documents constitute the full understanding of the Parties and the complete and exclusive statements of the terms and conditions of the Parties' agreements relating to the subject matter hereof and supersedes any and all prior

agreements and understandings, whether Written, in Textual Form or oral, that may exist between the Parties with respect to the subject matter of the Individual Contract or parts thereof. There are no side agreements to the Individual Contract.

17.4 No Waiver of Rights

Should a Party choose not to exercise one of its rights under the Individual Contract, this shall not be considered as a waiver of that right, unless the Party that possesses the right informs the other Party explicitly and in Writing of such a waiver.

17.5 Amendments

Any modifications of and amendments to an Individual Contract shall be made in Writing or in Textual Form. This shall also apply to the waiver of this requirement of the Written Form or Textual Form.

17.6 Severability

In the event that any provision of the T&C or of the Individual Contract is found to be invalid or not enforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. The same shall apply to any loophole in the T&C or in the Individual Contract. The Parties shall be obliged in such a case to replace the respective invalid or missing provision with another provision that is, to the largest extent possible, equivalent in terms of its economic success or to agree to a provision which reflects to the maximum extent possible what the Parties would have intended in light of the spirit and purpose of this Contract or of the Individual Contract.