

## **Software License Agreement**

### **I. Scope of this Agreement**

The terms and conditions in this agreement apply to all software sold or provided for use by HOB and only to merchant as stated in sec. 310 para (1) BGB. By ordering the software, installing, configuring or executing the provided software, Customer accepts the terms below.

### **II. Terms of license for purchased HOB software**

#### **1. Object of this agreement**

- (1) The source code is not within the scope of this agreement.
- (2) The software provided by HOB is in accordance with the product description with the terms currently valid before shipping. Before the conclusion of the sales agreement, Customer has been provided with the product description that has been described in the application documentation as well. HOB is not liable for conditions beyond this product description. There is no such liability for product descriptions based on public announcements or advertisements from HOB itself, of its employees or sales partners unless separately agreed in writing.
- (3) Guarantees provided by HOB's employees are ineffective as long as they are not agreed to in writing by the executive board of HOB.

#### **2. Purpose of Use**

- (1) HOB hereby grants Customer the non-exclusive, non-transferable right for this object of agreement. This right is limited to the country parties have agreed over before. Without prior written approval the use right is limited to the country in which Customer's company has its registered office.
- (2) Customer is allowed to use this software only for purposes of processing internal transactions and transactions with associated companies under the terms of sec. 15 AktG). (i) Data processing center services for third parties, or (ii) providing of the software on a temporary basis (e.g., as an application service providing) for companies that are not associated companies or (iii) the use of the software for purposes of training for persons who are not Customer's employees or its associated companies is not permitted unless previously approved in writing by HOB. Commercial subletting is prohibited.
- (3) The right to copy the software granted to Customer is limited to fulfill the purpose of use only. Customer is allowed to make a copy of the software for security backup purposes. Security backup copies on data carriers shall be marked as such and shall be marked with the copyright notice. In case of online purchase, Customer is allowed to make a copy of the software on a data carrier for purposes of passing on. The property right of HOB on the online copy is identical with the property right on purchase via data carriers.
- (4) Customer's right of change, making enhancements and other remodeling is strictly limited to those granted under the terms of sec. 69 c UrhG (German Copyright Law). Before Customer or a third party attempts to remedy any defects, Customer shall allow HOB two attempts to remedy the defect. In this case, no more extensive rights to use and exploit the software, beyond those granted in this agreement, are granted to Customer.
- (5) Customer is only granted the right to decompile the software within the limits of § 69 e UrhG and only in the event that HOB, after receiving a written request, has not provided the necessary data and/or information required to establish interoperability with other hard- and software.
- (6) Within the scope of improvement or maintenance amendments (e.g., patches, amendments of manuals) or a new version of the contractual objects that replaces the previous version of the software (e.g., updates, upgrades) provided by HOB, these are subjected to this agreement. If HOB makes available a new edition of the contractual object, the rights of Customer regarding the previously provided contractual object expire, even without HOB making an explicit demand of return. However, HOB grants Customer a three month transition period, in which both versions of the contractual object may be used in parallel.

(7) Multiplication or revision of the application documentation, with the exception of sect. (3), (4), is not permitted.

### **3. Types of licenses**

(1) If you have acquired a "user license," the license grants the right for one specific user per user license to use the HOB software. The maximum numbers of users of the software may not exceed the numbers of users specified by the software license purchased.

(2) If you have purchased a "client license," the license grants the right to use the HOB software on one specific workstation per client license, regardless of the number of users at this workstation. The software may only be used, at maximum, on the number of workstations for which client licenses were purchased.

(3) If you have purchased a "webuser license," the license grants the right to use the HOB software simultaneously by anonymous or authenticated web accesses that may not exceed the number of webuser licenses purchased. One webuser license corresponds to an access by an anonymous or authenticated user.

(4) If you have purchased "Concurrent User Licenses," the number of users who can simultaneously use the HOB software is limited to the number of users for which "Concurrent User licenses" were purchased, regardless of the number of potentially possible users.

(5) The use of the HOB software with a Server License on one or several servers for multiple and/or for simultaneous use is only permissible to the same extent as user or client licenses were purchased.

(6) If you have purchased a Server License, which is limited to the maximum-possible performance capacity of the server or servers for which the license was purchased, the HOB software may only be used over the server or servers having no more than the contractually stipulated performance capacity, and only within the scope for which usage rights were purchased. If several virtual machines are used on a server, each virtual machine is considered its own server. Thus, for each virtual machine a server license must be purchased. If changes made to servers result in increased performance capacity, user rights adapted to the server's higher capacity must be purchased.

### **4. Terms of payment, use beyond duty**

(1) The purchase price shall be due and payable upon issuance of the invoice. Invoices shall be issued when the contractual object is ready to dispatch or ready for download and Customer has been notified thereof.

(2) All prices are subject to value added tax or other taxes as dictated by governing law.

(3) If the software is provided as a download via internet, HOB carries the costs for the provision of the software in the network while Customer carries the costs of the download.

(4) The use of this software that exceeds the herein granted rights is not allowed unless previously approved in writing by HOB. In the event of excessive use without consent, HOB may invoice the amount payable for such excess use in accordance with HOB's price list in effect at such time. The Customer has the right to prove that the damage was lower. Further extra-contractual damage compensation claims remain untouched.

### **5. Protection of software and application documentation**

(1) Insofar as nothing has been specifically agreed to the contrary with Customer, all copyright, trademark and other protection rights to software products as well as copies of the software made by Customer, belong to HOB. This also applies to editing on the contractual objects made by HOB. Customer's rights of ownership over all data carriers containing such copies remain unaffected by this.

(2) Customer is obligated to keep all contractual objects he has received carefully in order to prevent any improper use. The contractual objects (edited or unedited) may not be made available to third parties unless previously approved in writing by HOB. Customer's employees and other persons who use the software under the terms of contract within the scope of Customer's use shall not be deemed to be third parties. Sec. II 6 is not affected.

(3) Customer shall not alter or remove copyright notices, labels and/or reference numbers of HOB. If Customer changes or modifies the contractual objects, such labels and notices of HOB shall be incorporated into the modified version of the contractual object.

(4) Customer shall keep records about all contractually agreed upon copies of the contractual objects on data carriers and on their locations, which HOB may inspect upon request.

(5) If Customer hands over data carriers, memory storage devices or other hardware on which contractual subject matters are stored (completely or partially, unamended or amended) to third parties and no transfer admissible according to these conditions applies, or if Customer renounces direct possession thereof, Customer is responsible for the complete and permanent deletion of the previously-stored contractual objects.

#### **6. Transfer of the software**

(1) Customer is only authorized to leave the contractual objects to a third party in their entirety, and by completely and irrevocably abandoning Customer's own use of the contractual objects. The temporary or partial assignment of use for payment of the contractual objects to third parties is prohibited regardless whether the contractual objects are physically or not physically transferred. The same is true for providing the contractual objects without charge.

(2) Transfer of the contractual objects needs the written consent of HOB. Consent is given if Customer ensures HOB in writing that Customer transferred all original copies of the contractual subject matters to the third party and deleted all copies created by Customer, and that the third party declares their agreement of the here stipulated conditions of use and transfer to HOB in writing.

#### **7. Cooperation and information obligations of Customer**

(1) Customer has learned about the major function characteristics of the software and assumes the risk as to whether they meet Customer's desires and needs. In any case of doubt, Customer has obtained advice prior to the conclusion of the contract from a HOB employee or from knowledgeable third parties.

(2) The installation of a fully functional hardware and software environment (that is also sufficiently equipped when taking into account the additional load due to the contractual objects) shall be the exclusive responsibility of Customer.

(3) Customer shall thoroughly test whether the software is free of errors and usable under the existing hardware and software configuration before its implementation. The same is true for software Customer has received within the scope of a guarantee and for purposes of subscription or maintenance.

(4) Customer shall observe the instructions for the installation and implementation of the software supplied by HOB. . Customer will regularly obtain up-to-date information through [www.hobsoft.com](http://www.hobsoft.com) and take this into account in the operation of the software.

(5) Insofar as it is incumbent upon HOB to provide more services than the supply of the contractual objects, Customer is under the obligation to cooperate -free of charge-, in that Customer, for example, provides a place to work, hard- and software, data and telecommunication devices and employees.

(6) Customer allows HOB and its employees free access to the software products to identify and remedy defects either directly or via remote access, as the Customer may choose. HOB shall be authorized to verify whether the use of the contractual objects is in compliance with the general terms and conditions of this Software License Agreement. For this purpose, HOB shall be allowed to ask for information, especially about the period and scope of usage of the contractual objects, as well as to audit Customer's books and records and hard- and software. For this purpose, Customer will provide HOB access to Customer's place of business during Customer's normal business hours.

(7) Customer shall be responsible for taking appropriate precautions for the event that the software product or parts thereof do not work correctly (e.g., backing up data on a daily basis, analyzing disturbances, periodically assessing the data processing results).

(8) HOB may act on the assumption that all data of the Customer, with which HOB can come into contact, are backed up, unless a prior advice of the Customer expressly states otherwise.

(9) Customer shall bear all expenses and losses due to a breach of these obligations by Customer.

#### **8. Period of delivery and performance; force majeure**

(1) Unless otherwise specified, the software will be delivered in the current version at the date of delivery.

(2) HOB performs the delivery in that HOB either gives Customer one (1) copy of the software on a machine-readable data carrier with a copy of the application documentation, or makes the software available to Customer for download from a network and informs Customer thereof, as well as providing Customer a copy of the software documentation.

(3) For compliance of delivery dates and transfer of risks the date of the transfer to the haulage contractor is applicable, for electronic delivery the time of making the software available and informing Customer thereof. Software or application documentation which are damaged or demolished after the transfer of risks will be replaced by HOB at an additional charge for delivery and copying.

(4) As long as HOB is impaired in performing services, due to HOB having to wait for the cooperation of or information from Customer, or due to strikes or lockouts originating from third parties or in the operation of HOB itself (in this last case, only if the labor dispute is lawful), and is waiting for intervention by the proper authorities, legal prohibitions or other circumstances beyond HOB's control ("force majeure"), delivery and performance periods are considered extended for the duration of the impairment ("downtime") and there is no breach of duty. HOB shall inform Customer of such impairments and their expected duration without delay. Should the force majeure continue for longer than three (3) months without interruption, both parties shall be released from their contractual obligations.

#### **9. Obligation for inspection and reporting**

Customer's compliance with Customer's obligation of inspection, notification and rejection in accordance with section 377 of the German commercial code (HGB) shall form the prerequisite for our liability for defects.

#### **10. Right of examination**

In case of justified suspicion for illicit or careless use by Customer, HOB retains the right to examine whether the numbers of licenses in use comply with the numbers of licenses purchased. Customer shall be given prior notice, and a reasonable deadline to agree to the examination will be given. In case of unfounded refusal, HOB has the right to terminate the contract without notice. Customer is not allowed to refuse his consent without due course.

#### **11. Defects in case and titles; other impairments of performance; statutory limitation**

(1) HOB guarantees for the contractual conditions of our products according to the legal requirements of the German sales law and guarantees that the software is free from third party rights which prevent the use in accordance with the contract. The guarantee that the software is free from third party rights shall apply only to the previously agreed country of destination where the software is intended to be used. Without explicit agreement, the legal requirements for guarantee of the country apply in which Customer has its registered office.

(2) If defects are verified, HOB fulfills the warranty obligation by, as HOB chooses, either supplying Customer with new, defect-free goods (replacement) or eliminating the defect (improvement). If HOB shows reasonable and effective possibilities to Customer as to how to avoid the effects of the defect, this also constitutes a remedy. If third-party rights are infringed, HOB can, at its option, remedy the defect by acquiring a right of use for Customer sufficient for the purposes of this agreement or by changing the infringing software without any effects on its functions or with effects acceptable to the Customer or by replacing the infringing software without any effects on its function or with effects acceptable to Customer by a software which, if used in accordance with the agreement, does not

infringe any property rights, or by delivering a new software version which, if used in accordance with the agreement, does not infringe any third-party property rights. HOB has the right to make subsequent performance contingent upon payment of at least a reasonable part of the remuneration by the Customer.

(3) Customer is obliged to take over a new software version if the contractually agreed upon functions are preserved and there are no major disadvantages for the Customer.

(4) Should the subsequent improvement and/or product replacement fail twice, the Customer shall have the right to set a reasonable time limit for the removal of defects. Customer shall point out in writing that, at a third failed attempt, Customer reserves the right to withdraw from the contract or claim damages. If the correction of fault is not successful within the extended time limit allotted by the Customer in writing, the Customer shall be entitled to either withdraw from the contract or request a reasonable reduction of the price, but only if the fault is not insignificant. For compensation claims and claims for futile expenditure due to defects, please see sec. II No. 12. If the fault is not remedied within the second time limit, HOB is allowed to the Customer to exercise rights resulting therefrom within two weeks of notice. If Customer does not exercise Customers option within the stated time limit, the option of choice passes to HOB.

(5) If HOB performed services for troubleshooting after notice of a defect without being obliged to, Customer shall bear the resulting costs. This applies in particular if there are no material defects found or material defects are found for which HOB is not held to be responsible. If compulsory cooperation as stated in sec. II No. 7 is violated, the Customer shall compensate HOB separately for the unnecessary extra expenditure.

(6) If third parties assert claims preventing Customer from exercising the rights of use granted hereby, Customer shall notify HOB without undue delay, in writing and fully. If a third party claims the infringement of protective rights against Customer for use of the program, Customer will immediately inform HOB and will authorize HOB to conduct the dispute with the third party in court and out of court on their own. If HOB takes up the dispute, Customer must not accept the claims of the third party without consent of HOB. HOB defends against the third party's claims at its own expense and releases Customer from all costs interconnected to defending against these claims, unless they result from obligation violations of Customer.

(7) Claims and rights resulting from other breaches of duty may be demanded by Customer only if HOB been notified in writing and been given a deadline to take remedial action. This shall not apply if a remedial action is not possible because of the nature of the breach. The regulations of sec. II no. 12 shall apply for claim compensation or claim for reimbursement of lost expenses.

(8) Liability claims by the Customer are subject to a limitation period of 12 months, beginning with the time of delivery of the object or prior notification of the Customer about its provision. The same is true for other claims, irrespective of their nature, against HOB.

This does not apply to claims based on a culpable damage to body, life and health as well as to claims for damages based on intent or gross negligence, in the cases of sec. 444 BGB (fraudulent concealment of a defect and assumption of a liability) and guarantees (sec. 444 BGB); such claims are subject to the statutory limitation periods, as well as claims under the German Product Liability Act.

## **12. Liability**

(1) In all cases of contractual and non-contractual liability, HOB pays damages only within the following limits:

- a) Liability for intent and warranty is unrestricted.
- b) In case of gross negligence HOB only assumes liability to the amount of the typical damage foreseeable at the conclusion of the contract.
- c) Given negligent violation of such a significant obligation that the contractual purpose's achievement is endangered (cardinal obligation), HOB assumes liability for the typical damage foreseeable at the time of the conclusion of the contract.

- d) In addition: If HOB is insured against the damages which occurred, liability is restricted to the amount of insurance coverage and temporally subject to the insurance payment.
- (2) The limitation on liability shall not cover injuries to life, limb or health or liability according to the German product liability act.
- (3) Exception to contributory negligence remains open for HOB.
- (4) The limitation period is in accordance with sec. II. No. 11 (8), provided that claims according to sec. II (1) a) und No. (2) comply with the legal liability restrictions. The limitations period begins with the time defined in sec. 199 para. 1 BGB. Limitation shall enter into effect at the latest upon expiry of the maximum period defined under sec. 199 subsecs. 3 and 4 para BGB.

### **13. End of Customer's authorization to use**

In all terminations of the authorization to use (i.e. rescission from the contract, replacement), Customer shall return all deliveries of the contractual objects immediately and delete all copies, unless he is legally required to store the copies. Sec. II N. 2 (9) remains unaffected. Customer assures HOB the execution without delay.

## **III. Terms of license for rented HOB software**

### **1. Object of this agreement**

With the conclusion of a software rental agreement, maintenance is included in this package.

### **2. Terms of payment; increase of fee; delayed payment**

- (1) The fee contains the price for the licensing and provision of the software, as well as maintenance.
- (2) All prices are subject to value added tax or other taxes as dictated by governing law.
- (3) HOB is entitled to increase the rent right after a period of 12 months after the conclusion of this contract. HOB may do so as after issuing a written notice at least three months prior to that date, if HOB's costs for maintaining the rental object have increased.
- (4) HOB is entitled to immediately and exceptionally terminate the contractual relation for an important reason, if Customer delays payment of rent, or a not inconsiderable portion of the rent, for two consecutive payment deadlines, or within a period of time covering two payment deadlines, Customer is in default of payment of an amount equaling the rent of two months.

### **3. Purpose of Use**

- (1) HOB hereby grants Customer the non-exclusive, non-transferable right to use the contractual object for purposes of this agreement in accordance with the herein stated regulations of No. 3 as well as the following regulations of sec. III Nos. 4, 5, and 6 limited for the duration of the rental agreement.
- (2) For the right of use within the scope of the license types, sec. II N.3 shall apply.
- (3) Customer is granted the right to use the software within the contractual purposes. The use of this software that exceeds the herein granted rights is not allowed unless previously approved in writing by HOB. HOB may agree to an excessive use against payment of a corresponding additional fee.
- (4) If Customer is temporarily not able to use the software on one of the computers (client or server) because of interferences or maintenance work, Customer is allowed to use the software on replacement computers on a temporary basis. In case of a permanent change the use of the software on the new computers is allowed. In this case, the software on the former computers must be deleted.

### **4. Right to copy the software**

- (1) The right to copy the software and its documentation granted to Customer is limited to fulfill the purpose of use only.
- (2) The right to copy the software is granted to Customer as far as securing the software for further use and for purposes of backing up and archiving data due to Customer's operational requirements is necessary.
- (3) Customer shall inform HOB upon request about all contractually agreed copies of the contractual objects on data carriers, numbers and on their locations
- (4) The rights of the Customer to copy the license codes according to sec. 69 d para 1 UrhG remains unaffected.

(5) Other reproductions are not permitted.

#### **5. Reworking of the software, decompilation**

(1) Customer is not allowed to revise the software unless it is necessary to fulfill the contractual purpose. For the purpose of removing defects, Customer shall be entitled to modify the software only if HOB is in default with the remedy of the defect, if HOB has unreasonably refused to rectify the defects or if HOB is for other reasons unable to remedy the defect despite HOB's responsibility. A revision is also allowed if it is necessary to fix Customer's compatibility problems with other software and HOB is not able or willing to restore the fault at a reasonable market rate.

(2) Customer is not allowed to assign third parties to take actions according to sec. 1 who are HOB's direct competitors, unless Customer proves that the danger of a dissemination of HOB's operational and business secrets, especially function and design of the software is excluded.

(3) Decompilation of the software shall be permitted only to the extent provided for under sec. 69 e UrhG.

(4) Customer shall not alter or remove copyright notices, labels and/or reference numbers of HOB.

#### **6. Transfer of software to third parties**

(1) Without the consent of HOB, Customer is not allowed to hand over the software to third parties, especially to resell or rent.

(2) The dependent use by Customer's employees or other third parties under the authority of Customer who need access thereto to execute the service tasks allowed to them is allowed.

#### **7. Duties of disclosure and exercise of proper care**

(1) The Customer's compliance with his obligation of inspection, notification and rejection in accordance with section 377 of the German commercial code (HGB) shall form the prerequisite for our liability for defects. Customer will take all information from HOB for trouble-shooting reasonably into account and will forward all information necessary to remedy the defect.

(2) Customer shall inform HOB about every replacement of individual computers the software runs on.

(3) By using suitable precautions, Customer is obliged to prevent unauthorized third parties from gaining access to the program. Customer shall keep the original data carriers and data carriers on which copies have been made in accordance with this contract, as well as the documentation, in a secure place. Customer shall inform Customer's employees and other persons according to sec. III. No. 6 (2) that copies exceeding the contractual purpose are not allowed.

#### **8. Claims for defects**

(1) HOB is obliged to remedy defects in the provided software and the documentation.

(2) Remediation of defects takes place at HOB's choice through either a free repair or through a replacement.

(3) Customer is only entitled to a termination of the agreement according to sec. 543 para 2 sent. 1 BGB due to the failure to grant use in accordance with the agreement in the event that HOB has been given sufficient opportunity to rectify the defect and such attempt has failed. The rectification or replacement shall only be considered as failed if HOB was given reasonable time and opportunity to attempt the rectification or replacement and the desired results were not achieved, in the event that the rectification or replacement is impossible, in cases where HOB has denied or unreasonably delayed the rectification or replacement, in the event that there are reasonable doubts regarding the chances of success, and in the event of unacceptability arising out of other reasons.

(4) Customer's rights are not applicable in case of changes to the rental object made without prior consent of HOB, unless Customer proves that the changes made have no unreasonable consequences on analysis and troubleshooting. The further rights of the Customer shall remain unaffected if Customer makes changes in accordance with the right to rectify the defect himself as stated in sec. 536 a para 2 BGB and those changes are made appropriately and comprehensibly documented.

### **(9) Right of examination**

In case of justified suspicion of illicit or careless use by Customer, HOB retains the right to examine whether the number of licenses in use complies with the number of licenses rented. Customer shall be given prior notice, setting a reasonable deadline to agree to the examination. In case of unfounded refusal, HOB has the right to terminate the contract without notice. Customer is not allowed to refuse his consent without due course.

### **10. Limitation of liability**

(1) HOB is liable without limitation for damages:

(a) to life, body and health caused by an intentional or negligent breach of duty and accordingly an intentional or negligent behavior of HOB, his agents or vicarious agents,

(b) caused by the lack of warranted characteristics or

(c) caused by an intentional or grossly negligent breach of duty and accordingly an intentional or grossly negligent behavior of HOB, his employees or vicarious agents.

(2) Limited to compensation for damages foreseeable on conclusion of the contract and typical of this contract, HOB shall be liable for such loss or damages due to the minor infringement of cardinal obligations by HOB, one of our legal representatives or vicarious agents. Material obligations are only such obligations, the fulfillment of which is necessary to allow the proper execution of the agreement in the first place and where Customer may rely on the compliance with these obligations.

(3) For other cases of slight negligent behavior, HOB is liable to the amount of the six-fold monthly rate per event of a claim.

(4) Strict liability on the part of HOB because of defects that exist at the time of the contract conclusion is excluded.

(5) HOB's liability for data loss caused by simple negligence is limited to those damages that would have also occurred in the event the data were regularly and correctly backed-up by Customer, corresponding to their importance. This limitation does not apply if a correct data back-up is not possible due to reasons for which HOB is responsible.

(6) The above provisions shall also apply analogously to the liability of HOB with respect to compensation for wasted expenditure.

(7) The liability under the German Product Liability Act shall remain unaffected.

### **11. Renewal and termination of the rental agreement**

(1) If notice of termination is not given within one month before the end of the original term, the rental agreement is extended automatically by one year.

(2) Both parties also have the special right to terminate on serious grounds.

(3) Any cancellation has to be made in written form.

### **12. End of Customer's authorization to use**

(1) On termination of the contract Customer has to hand over the program on the original data carriers, including all manuals and documentation to HOB. If copies of the provided HOB software were made, they have to be deleted completely and irrevocably.

(2) Instead of a hand over, HOB may demand the deletion of the program and the destruction of the manuals and documentation.

(3) Any further use of the software after the termination of the contract is prohibited.

## **IV. Final provisions**

### **1. Confidentiality and data protection**

(1) HOB and Customer commit to treat all subject matters (e.g., software, documents, information), which they get from or learn of by the respective other contracting partner before or during execution of the contract, as confidential and for an unlimited time. Classified as company secrets are also contractual objects and services provided.

(2) The Customer only makes the contract subject matters accessible to those employees and to other third parties who need access thereto to execute the service tasks allowed to them. He warns these persons of the confidentiality in writing of the subject matters in accordance with No.1 unless those persons are not obliged to handle this information as classified due to other legal reasons.

(3) The obligations to maintain confidentiality do not apply to Contract Information

(i) available to the general public at the time of disclosure or which became available to the general public thereafter,

(ii) disclosed to Customer by a third party without any obligation of confidentiality,

(iii) already in the possession of or known to one of the parties at the time of disclosure,

(iv) developed independently of the Confidential Information by one of the parties, or

(v) if by virtue of the law, an ordinance, collective agreement confidential information has to be disclosed and the publishing party informs the other party without delay and supports them in an appropriate scale with the fending off of the asserted claims or decision of courts.

(vi) if and to the extent that one of the parties or one of parties' employees is obliged under an act or by decision of a court or administrative authority to disclose Confidential Information and/or to provide information about it.

(4) HOB will comply with all applicable laws and regulations relating to the protection of data, especially in the event Customer provides access to its place of business or to its hard- and software to HOB. HOB will ensure that its employees and/or agents having access to any personal data are bound by these terms as well. HOB has no intention to process or use personal data on behalf of the Customer. A transfer of personal data only occurs in exceptional cases as a result of the contractual obligations of HOB. Personal data will be treated in accordance with all applicable laws and regulations relating to the protection of data. Any personal data included or related to the contract shall be processed pursuant to the regulations of the German data protection law.

## **2. Applicable law, place of jurisdiction, form clause, protective clause**

(1) The purchasing terms and legal relationship between the parties relating to our orders shall be governed by the law of the Federal Republic of Germany

(2) The sole place of jurisdiction for all disputes arising from and in connection with this contract with HOB is HOB's registered office.

(3) Modifications and amendments, the assurance of certain properties as well as guarantees shall require the written form.

(4) Should individual terms of this Agreement be ineffective or lose their effectiveness due to later circumstances, or should a loophole emerge in this Agreement, the legal effectiveness of the other provisions is not affected.

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