

General Terms and Conditions of PRINCIPIA MENTIS

I. General Regulations

§1 Scope of Application / Binding Period

- (1) These General Terms and Conditions (hereinafter referred to as "**GTC**") apply to the business relationships between PRINCIPIA MENTIS GmbH, Paradiesstr. 9, 80538 Munich (hereinafter referred to as "**PRINCIPIA MENTIS**") and its customers (hereinafter referred to as "**Customer**").
- (2) PRINCIPIA MENTIS offers customers services associated with the provision of management software applications. All content of a contract is based on the offer documentation ("**Offer**"), which has been prepared by PRINCIPIA MENTIS and accepted by Customer. In case of any contradictions between the Offer (including any attachments) and the GTC, the Offer shall take priority. Other documents referenced in these GTC shall apply with lower priority.
- (3) General Terms and Conditions of Customer shall only be a part of this contract in place of or in addition to these GTC if PRINCIPIA MENTIS expressly confirms this in writing to Customer within the framework of concluding this contract.
- (4) PRINCIPIA MENTIS shall consider itself bound to a binding Offer for three months from the date it is submitted.

§2 Contractual Services of PRINCIPIA MENTIS

- (1) Contractual services performed within the scope of a business relationship of PRINCIPIA MENTIS shall generally consist of the following elements:
 - a) Provision of one or more software applications by PRINCIPIA MENTIS which can be used through the internet or Customer's intranet, including updates, also known as "**PM Software**", for use by Customer's users, in the form of
 - i. a temporally unlimited use of software ("**Software Purchase**") including maintenance of the PM Software ("**Software Maintenance**") for the purpose of operation by Customer;
 - ii. a temporary use of software for the purpose of operation by Customer ("**Software Lease**") or in the form of an online environment operated by PRINCIPIA MENTIS which can be used through the internet ("**SaaS Services**");
 - b) support and training services, as well as other consulting and support services associated with the use of the PM software (together referred to as "**Services**");
 - c) performance-based services such as customizing the PM Software or developing customer-specific PM Software modules (together referred to as "**Works**").

In addition to the general regulations (I.) of these General Terms and Conditions, the respective supplementary conditions for Software Purchase (II.), Software Maintenance (III.), Software Lease (IV.), SaaS Services (V.), Services (VI.) and Works (VII.) apply. The supplementary conditions shall take precedence over the General Terms and Conditions if there are any contradictions.

- (2) PRINCIPIA MENTIS shall perform its contractual services in accordance with contractual regulations and in accordance with standard engineering principles.
- (3) PRINCIPIA MENTIS shall employ its own carefully selected employees or third parties as subcontractors with appropriate qualifications to perform Services and provide Works. PRINCIPIA MENTIS shall be entitled to replace its own employees or third parties employed to perform Services with other employees who have comparable qualifications and experience at any time. If PRINCIPIA MENTIS has informed Customer of these employees' names, it shall inform Customer of their replacement.
- (4) The agreed compensation only covers the scope of contractual services documented in the Offer documentation. Additional services shall be invoiced separately based on the agreed prices or typical market prices, unless they are ongoing auxiliary services that are of no commercial significance. Insofar as there are any unintentional gaps or discrepancies in the service description in the Offer documentation, PRINCIPIA MENTIS shall be entitled to adjust the service description accordingly at its own discretion.

§3 General Obligations of Customer

- (1) Customer recognizes its obligation to cooperate (indicated in these GTC as well as in the Offer) as a requirement for PRINCIPIA MENTIS to perform its contractual services, and therefore as its contractual obligation.
- (2) The provision of the PM Software is linked to certain requirements for the technical infrastructure used by Customer. Customer shall obtain information regarding the most important functional features of the PM Software and its technical requirements (e.g. with regard to browsers, client hardware, and network connections) and observe said information. It shall bear the risk of ensuring the PM Software corresponds to its needs and circumstances.
- (3) In the cases of Software Purchase or Software Lease, Customer shall be responsible for the working environment of the PM Software (hereinafter referred to as "**IT Systems**") in accordance with PRINCIPIA

MENTIS specifications (e.g. with regard to database and web server software). It shall be responsible for ensuring the proper operation of the necessary IT Systems, if necessary through concluding maintenance agreements with third parties. Customer shall, in particular, observe PRINCIPIA MENTIS specifications in this regard. It shall grant PRINCIPIA MENTIS direct access to the PM Software and to its IT Systems via remote data transmission, and shall provide all available documents (e.g. log files) allowing PRINCIPIA MENTIS to trace and reproduce faults and errors.

- (4) Technical requirements and specifications in accordance with paragraphs (2) and (3) may change from time to time, in particular in association with PM Software updates. PRINCIPIA MENTIS shall provide ongoing online access to current requirements and specifications for Customer in the form of "release notes," and shall inform Customer promptly regarding changes to requirements and specifications. Customer shall implement current requirements and specifications without delay.
- (5) Customer shall name a contact for PRINCIPIA MENTIS in writing, providing an address and e-mail address under which the contact may be reached. The contact must be able to make necessary decisions for Customer or bring about such decisions promptly. The contact has received sufficient training in operating the PM Software and shall ensure good cooperation with the contact at PRINCIPIA MENTIS.
- (6) Customer shall bear sole responsibility for defining, documenting, and implementing its processes in the scope of applications of the PM Software, including but not limited to configuring the PM Software, system administration, application and data security guidelines, batch processing requirements, and other statutory requirements.
- (7) Customer shall, in particular, inform users, employees, and other companies ("**External Users**") regarding their rights and obligations associated with the use of the PM Software in an appropriate manner. In order to make it possible for Customer to provide this information, the PM Software shall include an option to include suitable terms of use as part of registration, if requested by Customer. PRINCIPIA MENTIS shall provide these terms of use to Customer in advance for review upon request.
- (8) If there has been any violation of Customer's terms of use, Customer shall participate in clarifying the infringing acts and their scope to the best of its ability, in particular informing PRINCIPIA MENTIS regarding the infringing act.
- (9) If Customer does not fulfill an obligation or duty, does not do so properly, or does not do so in due time, and if PRINCIPIA MENTIS is not able to perform its services in a contractual manner because of this, PRINCIPIA MENTIS shall not be responsible for any disadvantages Customer suffers because of this. PRINCIPIA MENTIS shall invoice Customer separately for its additional work in such cases, in particular for extended personnel or material needs, at the agreed prices.

§4 Prices and Payment Conditions

- (1) The prices defined in the Offer are net prices which will have statutory VAT added to them. Prices for Software Lease and SaaS Services shall be invoiced in advance at the beginning of a contractual year, prices for Software Purchases after provision, and prices for Services and Works after the completion of agreed partial services (such as consultancy days, milestones).
- (2) The invoiced amount must be credited at the latest on the 30th day after the invoice is issued, without discounts, to the account indicated on the invoice. Rebates shall only be granted by written agreement.
- (3) PRINCIPIA MENTIS shall announce pricing changes to Customer explicitly and in writing, at least four (4) months before the end of the contractual year. In case of a price increase, Customer shall be entitled to object to the price increase within four (4) weeks after it receives notice of the change. If Customer does not object, the new prices shall apply to the new contractual year and subsequent years, until any further price changes take place. If Customer objects, PRINCIPIA MENTIS can terminate the contractual relationship with Customer with a notice period of two (2) months to the end of a contractual year.
- (4) Travel costs, per diem rates, and other ancillary costs and expenses incurred by PRINCIPIA MENTIS for the performance of its contractual services shall be invoiced separately to Customer, based on expenses.

§5 Customer's Rights of Use

- (1) PRINCIPIA MENTIS shall grant Customer a simple right of use, unlimited in space and time, for its internal corporate purposes for the results of Services and Works created for it (hereinafter jointly referred to as the "**Work Results**"). Customer shall grant this right to PRINCIPIA MENTIS conditional on full payment, and on acceptance in case of performances. Customer shall be entitled to transfer the right to other companies affiliated with it in the sense of sec. 15 AktG (German Stock Corporation Act) or to grant such companies a simple right of use to the Work Results.
- (2) Up until payment is provided in full and, in the case of Works, until the Work Results are accepted, Customer has the right to test the Work Results as agreed; this does not include the right to operational use (in accordance with paragraph (1)). This right to test shall expire if Customer is in default for more than thirty (30) days with payment of compensation. No separate warning by PRINCIPIA MENTIS shall be required in this case.

- (3) Paragraph (1) shall not apply to standard products that are part of the Work Results. Standard products include the PM Software and separable products or solutions by third parties subject to their own licensing conditions. This includes Work Results that involve "**Open Source Software**" or versions of this software. Both Parties undertake to observe these licensing conditions. PRINCIPIA MENTIS shall make an overview of these licensing conditions available to Customer online, updating them regularly. Customer's rights to these standard products shall be determined exclusively in accordance with their licensing conditions (for the PM Software cf. II. sec. 2, V. sec. 2, and VI. sec. 2).
- (4) Insofar as information, software, or documents are transferred without any fee – as is the case with Open Source Software – PRINCIPIA MENTIS shall not be liable for legal or material defects in the information, software, and documentation, in particular for its correctness, lack of errors, freedom from third party property and copyrights, completeness, and/or applicability. This shall not apply to any defects that are knowingly concealed, failure to adhere to guaranteed features, injury to life, health, body, or freedom, or to any intentional or grossly negligent violation of duties. The above regulations are not associated with any change in the burden of proof to the disadvantage of Customer.
- (5) The rights granted under paragraph (1) shall not apply to materials or solutions (hereinafter referred to as "**PRINCIPIA MENTIS IP**") pre-existing at PRINCIPIA MENTIS, including amendments and supplements to these. PRINCIPIA MENTIS shall reserve all rights to PRINCIPIA MENTIS IP at all times. Rights of use granted to Customer to the Work Results of PRINCIPIA MENTIS IP shall be determined in accordance with the contractual purpose agreed to by both Parties. The isolated use of PRINCIPIA MENTIS IP is excluded.
- (6) PRINCIPIA MENTIS shall, in any case, be entitled to use the Work Results without restriction if it fulfills its confidentiality obligations, including the knowledge gained in performing the contractual services, in particular the concepts, processes, methods, and intermediate results upon which the Work Results are based.
- (7) Insofar as PRINCIPIA MENTIS produces Work Results eligible for patent, registered design, or utility model registration within the framework of performing its services, PRINCIPIA MENTIS may apply for a respective property right in its own name and on its own account. PRINCIPIA MENTIS shall grant Customer the right to use the property right and Work Results to the necessary extent. No separate compensation must be paid for this property right license.
- (8) The provided PM Software may only be disclosed to employees of Customer. Customer shall not disclose the PM Software to third parties (in particular other software companies). This shall also apply to information on said software (such as documentation) or images of the software.
- (9) Presentations, graphics, and reports created with the PM Software may only be used for internal purposes, independent of how they are saved or presented.
- (10) Exceptions from paragraphs (8) and (9) must be agreed in writing. This includes presentations of the PM Software to stakeholders in the form of reference customer presentations as regulated in an attachment to the Offer, or disclosure of the software to consulting companies as part of Customer projects. A disclosure associated with linking to third party provider programs shall be limited to describing the technical interfaces.

§6 Customer's Rights in Case of Defects of Title (*Rechtsmängel*)

- (1) PRINCIPIA MENTIS shall ensure that no third party rights are violated by the transferred Work Results (in the sense of sec. 6, including the PM Software) if these are used by Customer in conformity with the contract. This guarantee shall require that Customer informs PRINCIPIA MENTIS of third party rights asserted against it promptly and in writing, and that Customer transfers legal defense and settlement negotiations to PRINCIPIA MENTIS. Customer shall support PRINCIPIA MENTIS in such matters free of charge to a reasonable extent, in particular by providing it with necessary information. Customer's statutory notification duties shall remain unaffected. Rights in this sense are only those rights to which the third party is entitled in the Federal Republic of Germany.
- (2) If Customer cannot use a Work Result in conformity with the contract due to a contradictory third party right, PRINCIPIA MENTIS may at its own discretion either (a) change the Work Result such that the third party right is no longer violated, or (b) provide Customer the necessary authorization to use the Work Results. Self-performance by Customer or with the involvement of third parties is excluded. Sec. 7 shall apply to claims for damage by Customer.
- (3) Customer claims for defects of title shall not exist insofar as Work Results have been changed after their receipt by Customer or third parties, unless Customer can prove that the legal violation is not a consequence of the changes. Customer claims also shall not exist in case of legal violations following a combination of Work Results by PRINCIPIA MENTIS with third party services or products, if these third parties are not sub-contractors of PRINCIPIA MENTIS in relation to these Work Results.

§7 Liability

- (1) PRINCIPIA MENTIS shall be liable without restriction for damages caused intentionally or through gross negligence by PRINCIPIA MENTIS, its legal representatives, or its agents. PRINCIPIA MENTIS shall furthermore be liable without restriction for damages resulting from culpable injury to life, body, or health.

- (2) PRINCIPIA MENTIS shall only be liable for cases of simple negligence if these result in the violation of significant contractual obligations whose fulfillment Customer should reasonably be able to expect, and if such violation endangers the purpose of the contract (so-called cardinal obligations). This liability shall be restricted to compensation for damages that were typically foreseeable at the conclusion of the contract. Any further restriction of liability for all cases of simple negligence shall be agreed separately in the individual offer. In addition, a) PRINCIPIA MENTIS's liability under sec. 536a BGB (German Civil Code) shall be excluded in cases of Software Lease and the performance of SaaS Services, and b) its liability shall be excluded for cases of simple negligence if Customer is provided the PM Software free of charge for testing purposes.
- (3) Apart from cases of unlimited liability pursuant to paragraph (1), liability for damages that are not direct damages is excluded. Direct damages in the sense of this regulation include only:
 - Costs providing reimbursement for damaged software;
 - Costs to recover data, if Customer has saved its data in accordance with its obligations;
 - Costs and expenses resulting from the correction of software errors after a failure to rectify said errors by PRINCIPIA MENTIS;
 - Costs and expenses for purchasing the contractual services from another provider for an appropriate time period in the individual case;
 - Costs and expenses that have become useless following a contractual violation by the other Party;
 - Costs and expenses for external consultants who must be engaged due to a contractual violation;
 - Time worked (without additional compensation for overtime hours) by employees of Customer and its affiliated companies, including wages, costs, etc. that must be expended due to a contractual violation by Contractor, but excluding overhead costs; and
 - Contractual penalties and payments for claims of damages by Customer against third parties, as well as fees resulting from a contractual violation, in each case in reasonable amounts.
- (4) The above limitations of liability shall also apply to legal representatives and employees of PRINCIPIA MENTIS, and shall also apply in cases of precontractual or tortious liability.
- (5) PRINCIPIA MENTIS's liability for damages under the Product Liability Act shall remain unaffected.
- (6) Insofar as PRINCIPIA MENTIS is not responsible for securing Customer data (e.g. in cases of Software Lease and Software Purchase), if data is lost, PRINCIPIA MENTIS's liability shall be restricted to the recovery expenses that it would have incurred if Customer had secured its data as it was obligated to.
- (7) Rights and claims of Customer resulting from the PRINCIPIA MENTIS Service Level Agreement have the following relationship to other rights and claims of Customer:
 - Insofar as a Customer claims credits from a service level, it may no longer assert any right to a price reduction due to the same service level breach.
 - Credits paid from service levels will be deducted from Customer's claims for damages.

§8 Confidentiality and Data Privacy

- (1) Parties shall keep all confidential information they obtain from the other Party through the collaboration confidential, e.g. they shall protect it with due diligence from access by unauthorized individuals. Authorized individuals in the sense of this regulation include contracted sub-contractors (including IT infrastructure service providers with whose help PRINCIPIA MENTIS provides SaaS Services) and employees of PRINCIPIA MENTIS. Parties hereby undertake to only involve those employees or third parties in the collaboration who have previously agreed in advance in a comparable manner to maintain such confidentiality.
- (2) Confidential information includes all of a Party's information – independent of type – that is designated in writing as being confidential or that is clearly confidential from its very nature, in particular company and trade secrets. This also includes PRINCIPIA MENTIS IP and proprietary source codes Customer receives from PRINCIPIA MENTIS.
- (3) Information that is not confidential includes information the receiving Party can prove was either (i) publicly accessible at present or in the past, (ii) already in the possession of Party without an obligation to confidentiality, (iii) developed independently by another Party without the use of confidential information, or (iv) information which it had legally obtained from a third party who was not obligated to maintain confidentiality.
- (4) PRINCIPIA MENTIS shall fulfill the agreed requirements of Customer for data privacy and data security. Both Parties shall observe applicable data privacy regulations, in particular those valid in Germany, and shall obligate their employees acting under this agreement to data secrecy pursuant to sec. 5 BDSG (German Federal Data Protection Act), insofar as they are not already generally obligated to uphold it. Insofar

as PRINCIPIA MENTIS processes personal data while performing its services under this agreement, PRINCIPIA MENTIS shall do so exclusively on the order and instructions of Customer in the sense of sec. 11 BDSG. Parties shall conclude a separate written agreement on processing data for the Order. In order to allow Customer to adhere to its obligations under data privacy laws in relation to use of the PM Software by users outside of its company, on Customer request the PM Software shall include a document that can be called up during registration and at any other time which includes a legally conforming data privacy declaration for the PM Software. PRINCIPIA MENTIS shall provide this data privacy declaration to Customer in advance for review upon request.

- (5) The PM Software, server services, and customer data shall be operated and processed on a server rented from an IT infrastructure provider (currently Host Europe GmbH, Welsersstraße 14, 51149 Cologne) in the case of SaaS Services.
- (6) PRINCIPIA MENTIS is entitled to store a copy of Work Results and project documents for purely internal purposes, even if these include confidential information. However, this right is not an obligation, e.g. PRINCIPIA MENTIS can in particular not reserve any memory capacities past the project term. Customer shall alone be responsible for storing its project information and results.
- (7) The confidentiality obligations shall continue to apply even after the end of this agreement.

§9 Term and Termination

- (1) PRINCIPIA MENTIS shall perform the agreed (temporary) contractual services from provision of the PM Software for a minimum contractual term of one (1) year. After this, the contract term shall be extended in each instance by one (1) further year, as long as PRINCIPIA MENTIS does not receive a written termination notice from Customer at the latest three (3) months before the end of the term.
- (2) In case of a Software Purchase, Support Services can only be terminated jointly with Software Maintenance. Otherwise, Support Services can only be terminated jointly with associated Software Lease or SaaS Services.
- (3) Regardless of any rights to orderly termination of contractual services, both Parties' rights to written termination for cause shall remain unaffected. If the reason for termination is due to the violation of a contractual obligation, the terminating Party must set the other Party an appropriate deadline for correcting this violation for before termination. Just cause for a termination includes all circumstances making further collaboration with the other Party unreasonable, in particular including default of payment for significant amounts of money, cessation of business by PRINCIPIA MENTIS, or repeated or continuing severe defects in the performance of contractual services or in the collaboration.

§10 General Provisions

- (1) Parties may use each others' company names and brands publicly as references. Furthermore, Customer may act as a reference customer for PRINCIPIA MENTIS based on a separate agreement attached to the Offer as an appendix.
- (2) The assignment of Customer rights or obligations under this agreement to third parties is excluded without the prior written approval of PRINCIPIA MENTIS.
- (3) Customer is only entitled to offset claims with uncontested or legally established counterclaims.
- (4) The legal relationship between Parties shall be subject exclusively to German law, excluding the UN Sales Convention. The exclusive place of jurisdiction shall be Munich, insofar as such an agreement is legally permitted between Parties.

II. Supplementary Conditions for Software Purchase

§1 Providing the PM Software

- (1) PRINCIPIA MENTIS shall provide one or more applications of the PM Software to Customer for an unlimited term. The individual functions of the PM Software are described in more detail in an attachment to the Offer. PRINCIPIA MENTIS shall provide the PM Software by offering it online as a ZIP archive for download. Customer is responsible for setting up and operating the PM Software, unless otherwise regulated in the Offer.
- (2) The PM Software shall be provided only in a machine-readable format (so-called object code). A claim for provision of the source code is excluded. However, insofar as the licensing conditions for Open Source Software require provision of the source code, PRINCIPIA MENTIS shall provide said code upon request by Customer in exchange for a respective reimbursement of expenses.

§2 Customer's Rights of Use

- (1) Customer shall have a non-exclusive right to make the PM Software available on its local area network (LAN) for the user group agreed in the attachment to the Offer. This right shall be valid for an unlimited term. This includes user access through clients linked to Customer's LAN through a virtual private network (VPN). Customer may operate one copy of the PM Software on a single server for operational use. It is

entitled to install a second copy exclusively for testing purposes.

- (2) Customer may not lease, lend, or sub-license the PM Software itself or the rights to the PM Software, nor may it transfer them to third parties for use, nor may it copy the PM Software or approve copying the PM Software either in whole or in part, except for the cases expressly allowed here. Sale, assignment, and/or other transfer of the PM Software or rights to it to third parties shall require the approval of PRINCIPIA MENTIS. PRINCIPIA MENTIS shall not refuse its approval in bad faith. If the PM Software is sold to another party, PRINCIPIA MENTIS shall also have a right of first refusal (*Vorkaufsrecht*).
- (3) All data processing equipment (e.g. hard drives and processors) on which the PM Software is copied in whole or in part, temporarily or permanently, shall be located on Customer premises and shall be directly owned by Customer. If PRINCIPIA MENTIS provides its written approval, the data processing equipment may also be located on the premises of an affiliated company of Customer or of a third party and be owned directly by these companies (outsourcing).
- (4) Customer may neither edit nor decompile or disassemble the PM Software, may not remove any parts of the programming, may not undertake reverse engineering or attempt to derive the source code in any other manner; except to the extent Customer may undertake processing, reverse engineering, or decompilation under mandatory law.
- (5) If Customer is provided the PM Software for testing purposes, its rights of use shall be restricted to actions used to establish the condition of the PM Software and to determine whether it is suitable for Customer's operations. In particular, operational use of the software or preparation for operational use are not permitted.
- (6) Customer shall not make the software accessible to third parties without prior written approval from PRINCIPIA MENTIS. There shall be no claim to grant said approval to make the PM Software accessible to third parties. Customer shall not remove alpha-numeric designations, brand symbols, or copyright marks.
- (7) All supplementary source code (e.g. patches, updates) Customer is provided for the purpose of correcting errors or as part of Software Maintenance and/or the provision of Services and / or Works shall be treated as a component of the respective provided PM Software, and shall be subject to the conditions of these GTC if not otherwise agreed.
- (8) In all cases in which Customer's rights of use end, existing copies of the software shall either be destroyed by Customer with certification or returned to PRINCIPIA MENTIS. In case of a permitted transfer of the software to affiliated companies or third parties, Customer shall secure adherence to these obligations by all participants vis-à-vis PRINCIPIA MENTIS in writing. Statutory retention obligations shall remain unaffected.

§3 Special Obligations of Customer

- (1) Customer shall complete regular data backups. It must create at least one backup copy ("**Backup**") per day of the data entered by it ("**Database**"). Daily Database Backups must be stored for one (1) week, weekly Backups (e.g. made each Friday) for one (1) month, and monthly Backups (e.g. made on the first of each month) for one (1) year. Customer shall ensure that Backups are complete and free from errors, and that data can be recovered with reasonable effort. Furthermore, Customer shall create the necessary number of backup copies of the installation directory and server configuration for security purposes. These backup copies must be labeled as such and may only be used purely for archival purposes.
- (2) Customer shall ensure that use of the PM Software does not exceed appropriate system loads pursuant to the attachment to this Offer.
- (3) Before sending data and information to or within the PM Software, Customer shall review said data and information for viruses, Trojan horses, and similar elements, and shall use anti-virus programs in line with current technology practices.
- (4) Customer shall promptly begin operation of updates or other error correction measures provided by PRINCIPIA MENTIS.

§4 Warranty for Defects

- (1) In case of defects in the PM Software, PRINCIPIA MENTIS shall provide supplementary performance (*Nacherfüllung*) by providing an update to the PM Software or a bypass solution, as soon as PRINCIPIA MENTIS has such a solution or update available. If PRINCIPIA MENTIS provides Customer a reasonable way to bypass the error in the PM software ("**Workaround**"), and if this Workaround only results in an insignificant remaining error, this shall be deemed ensuring contractual use of the product.
- (2) Software shall be deemed free from material defects if it has the key agreed features described in the Offer upon transfer of risk. "Guarantees" (in particular with regard to features and/or durability) shall only include guarantees expressly designated as such in the Offer. PRINCIPIA MENTIS shall receive all documents and information from Customer necessary to correct software errors. Customer's claim to a correction of defects shall be excluded, if the defect cannot be reproduced or shown from information recorded either by hand or by machine.

- (3) If the defect is caused by the use of defective third party software by PRINCIPIA MENTIS for the purpose of providing its services, and if PRINCIPIA MENTIS may not correct said defects itself, PRINCIPIA MENTIS shall be obligated to correct the defects by asserting claims against the licensor in question.
- (4) If there are errors in the products provided by Customer, PRINCIPIA MENTIS is not responsible for correcting these defects. PRINCIPIA MENTIS shall, however, support all activities related to the correction of said defects to an appropriate extent upon request by Customer. Support provided by PRINCIPIA MENTIS shall be compensated by Customer at the prices agreed with PRINCIPIA MENTIS or, if there is no agreement, at typical market prices.
- (5) Claims for supplementary performance and discounts shall expire twelve (12) months from the statutory start of the statute of limitations. This term shall not apply if the law requires longer terms, if one Party knowingly conceals the defect, or in case of failure to adhere to guaranteed features. Customer must submit legally required defect complaints in writing and without delay, with an exact description of the problem. Only the contact (I. sec. 3 paragraph (5)) is entitled to submit complaints.
- (6) Customer shall have no right of retention if the statute of limitations for its claims for defects has expired. If the claim for defects is not justified, PRINCIPIA MENTIS shall be entitled to demand compensation for its expenses. Paragraph (4) clause 2 shall apply accordingly.
- (7) PRINCIPIA MENTIS must be granted the opportunity to provide supplementary performance once again within a reasonable term. If this supplementary performance is unsuccessful, Customer may withdraw from the agreement (*Rücktritt*) or reduce compensation (*Minderung*).
- (8) Customer claims for defects shall not exist if deviations from the warranted features are minor, if usability of the services is only affected to an insignificant extent, or in case of damages incurred after the transfer of risk due to improper or negligent handling (see also attachment to the Offer on technical requirements) or through a violation of its obligation to cooperate.

III. Supplementary Conditions for Software Maintenance

§1 Scope of Services and Special Obligations of Customer

- (1) Insofar as PRINCIPIA MENTIS provides Software Maintenance services for Customer, Customer shall be entitled to defect-related rights pursuant to sec. 4 of the Supplementary Conditions for Software Purchase (II.), even after expiration of the warranty term (II. sec. 4 paragraph (5)).
- (2) Software Maintenance and Support Services provided by PRINCIPIA MENTIS shall be compensated together.
- (3) Sec. 3 of the Supplementary Conditions for Software Purchase (III.) shall apply accordingly.

§2 Term and Termination

Customer's right of termination under sec. 649 BGB shall be excluded.

IV. Supplementary Conditions for Software Lease

§1 Providing the PM Software

- (1) PRINCIPIA MENTIS shall provide one or more applications of the PM Software to Customer for the term of the agreement. The individual functions of the PM Software are described in more detail in an attachment to the Offer. PRINCIPIA MENTIS shall provide the PM Software by offering it online as a ZIP archive for download. Customer is responsible for setting up and operating the PM Software, unless otherwise regulated in the Offer.
- (2) The software shall be delivered only in a machine-readable format (so-called object code). A claim for provision of the source code is excluded. However, insofar as the licensing conditions for Open Source Software require provision of the source code, PRINCIPIA MENTIS shall provide said code upon request by Customer in exchange for a respective reimbursement of expenses.

§2 Customer's Rights of Use

- (1) Customer shall have a non-exclusive right to make the software available on its local area network (LAN) for the user group agreed in the attachment to the Offer. This right shall be valid for the term of the agreement. This includes user access through clients linked to Customer's LAN through a virtual private network (VPN). Customer may operate one copy of the PM Software on a single server for operational use. It is entitled to install a second copy exclusively for testing purposes.
- (2) Customer may not lease, sell, lend, or sub-license the PM Software itself or the rights to the PM Software, nor may it transfer them to third parties for use or assign them, nor may it copy the PM Software or approve copying the PM Software either in whole or in part, except for the cases expressly allowed here.
- (3) Furthermore, paragraphs (3) to (8) of the Supplementary Conditions for Software Purchase (III.) shall apply accordingly.

§3 Special Obligations of Customer

Sec. 3 of the Supplementary Conditions for Software Purchase (III.) shall apply accordingly.

§4 Warranty for Defects

- (1) In case of defects in the PM Software, PRINCIPIA MENTIS shall warrant contractual use by providing an update to the PM Software or a bypass solution, as soon as PRINCIPIA MENTIS has such a solution or update available. If PRINCIPIA MENTIS provides Customer a reasonable way to bypass the error in the PM Software ("Workaround"), and if this Workaround only results in an insignificant remaining error, this shall be deemed ensuring contractual use of the product.
- (2) The PM Software shall be deemed free from material defects if it has the key agreed features described in the Offer upon transfer of risk. "Guarantees" (in particular with regard to features and/or durability) shall only include guarantees expressly designated as such in the Offer. PRINCIPIA MENTIS shall receive all documents and information from Customer necessary to correct software errors. Customer's claim to a correction of defects shall be excluded, if the defect cannot be reproduced or shown from information recorded either by hand or by machine.
- (3) If the defect is caused by the use of defective third party software by PRINCIPIA MENTIS for the purpose of providing its services, and if PRINCIPIA MENTIS may not correct said defects itself, PRINCIPIA MENTIS shall be obligated to correct the defects by asserting claims against the licensor in question.
- (4) If there are errors in the products provided by Customer, PRINCIPIA MENTIS is not responsible for correcting these defects. PRINCIPIA MENTIS shall, however, support all activities related to the correction of said defects to an appropriate extent upon request by Customer. Support provided by PRINCIPIA MENTIS shall be compensated by Customer at the prices agreed with PRINCIPIA MENTIS or, if there is no agreement, at typical market prices.
- (5) Customer's claims for defects shall expire twelve (12) months from the statutory start of the statute of limitations. This term shall not apply if longer terms are mandatory. Customer must submit legally required defect notifications in writing and without delay, with an exact description of the problem. Only the contact (l. sec. 3 paragraph (5)) is entitled to submit defect notifications.
- (6) Customer shall have no right of retention if the statute of limitations for its claims for defects has expired. If the defect notification is not justified, PRINCIPIA MENTIS shall be entitled to demand compensation for its expenses. Paragraph (4) clause 2 shall apply accordingly.
- (7) Customer claims for defects shall not exist if deviations from the warranted features are minor, if usability of the services is only affected to an insignificant extent, or in case of damages incurred after the transfer of risk due to improper or negligent handling (see also attachment to the Offer on technical requirements) or through a violation of its obligation to cooperate.

§5 Term and Termination

- (1) PRINCIPIA MENTIS may terminate the Software Lease in writing if Customer violates cardinal obligations from this agreement, in particular the above provisions regarding rights of use, and if PRINCIPIA MENTIS has not corrected this violation within thirty (30) days after a complaint is made.
- (2) The Customer's right to terminate the leasing agreement without notice by way of extraordinary termination, if contractual use of the leased object is not granted to it promptly either in whole or in part, or if such use is removed, shall be excluded (sec. 543 paragraph 2 clause 1 BGB).

V. Supplementary Conditions for SaaS Services**§1 Scope of Services**

- (1) PRINCIPIA MENTIS shall provide the following services for Customer as part of its SaaS Services:
 - a) Provision of functional PM Software for use by Customer in accordance with sec. 2 of this section V. with an IT infrastructure service provider commissioned by PRINCIPIA MENTIS in Germany (currently Host Europe GmbH, Welsersstraße 14, 51149 Cologne);
 - b) Operation of the PM Software in accordance with a Service Level Agreement with PRINCIPIA MENTIS agreed in an attachment to the Offer;
 - c) Provision of access to the PM Software for Customer and its users (see sec. 2 paragraph (1)) according to the agreement.
- (2) The individual functions of the PM Software and supplementary services of PRINCIPIA MENTIS are described in more detail in an attachment to the Offer.

§2 Rights of Use to the PM Software

- (1) Upon payment of the agreed prices, PRINCIPIA MENTIS shall grant Customer a simple, non-transferable

right of use to the PM Software for its employees and potentially for any other persons ("**Users**"), not subject to sub-licensing, which may be revoked at anytime, restricted to the term of this agreement and in accordance with the content of the following provisions, to access the current version of the PM Software through telecommunication media and to use the functions associated with the PM Software in accordance with this agreement. Customer shall receive no further rights, in particular to the PM Software, to software applications upon which the PM Software is based, or to operating software.

- (2) Customer shall not be entitled to use the PM Software beyond the extent of the use allowed under this agreement, to allow third parties to use it, or to make it accessible to third parties. In particular, Customer may not lease, sell, lend, or sub-license the PM Software itself or the rights to the PM Software, nor may it transfer them to third parties for use or assign them, nor may it copy the PM Software or approve copying the PM Software either in whole or in part, except for the cases expressly allowed here.
- (3) If Customer is granted a right of use to the PM Software for testing purposes, its rights of use shall be restricted to actions used to establish the condition of the PM Software and to determine whether it is suitable for Customer's operations. In particular, operational use of the PM Software or preparation for operational use are not permitted.

§3 Special Obligations of Customer

Customer shall fulfill its obligations to provide and handle services under this agreement. It shall, in particular

- (1) protect the rights of use and access granted to it and to its Users, as well as identification and authentication protections from access by third parties, and shall not transfer such rights to unauthorized users; change passwords at regular intervals;
- (2) ensure that use of the PM Software does not exceed appropriate system loads pursuant to the attachment to this Offer;
- (3) review data and information for viruses, Trojan horses, and similar elements before sending data and information to or within the PM Software, and shall use anti-virus programs in line with current technology practices;
- (4) indemnify PRINCIPIA MENTIS upon first request against all third-party claims resulting from an unlawful use of the PM Software by PRINCIPIA MENTIS or with its approval, or resulting in particular from data privacy, copyright, or other legal disputes associated with use of the PM Software. If Customer realizes or if it must reasonably be expected to realize that such a violation is impending, it is obligated to inform PRINCIPIA MENTIS of this immediately;
- (5) obligate the Users authorized by it in accordance with paragraph (1) to adhere to the provisions provided for use of the software, in particular paragraphs (1) to (3). PRINCIPIA MENTIS is entitled to request every User's electronic agreement to an end user agreement integrated in the PM Software, if necessary, as a prerequisite for its use of the software.
- (6) secure the data in its systems through download up to the end of the agreement, as it is not possible to exclude that Customer may no longer be able to access such data after the end of the contract. In particular, Customer has the right to use the data in the data export in accordance with the attachment to the agreement. PRINCIPIA MENTIS shall be entitled to delete Customer data after the end of the agreement.

§4 Warranty for Defects

- (1) In case of defects in the PM Software, PRINCIPIA MENTIS shall warrant contractual use by providing an update to the PM Software as soon as PRINCIPIA MENTIS has such an update available. If PRINCIPIA MENTIS provides Customer a reasonable way to bypass the error in the PM Software ("Workaround"), and if this Workaround only results in an insignificant remaining error, this shall be deemed ensuring contractual use of the product.
- (2) The point of transfer shall be the firewall of the IT infrastructure leased from the IT infrastructure provider. In no case shall the responsibility of PRINCIPIA MENTIS extend beyond the point of transfer. The PM Software shall be deemed free from material defects if it has the key agreed features described in the Offer upon transfer of risk. "Guarantees" (in particular with regard to features and/or service life) shall only include guarantees expressly designated as such in the Offer. PRINCIPIA MENTIS shall receive all information from Customer necessary to correct software errors. Customer's claim to a correction of defects shall be excluded, if the defect cannot be reproduced or shown from information recorded either by hand or by machine.
- (3) Customer's claims for defects shall expire twelve (12) months from the statutory start of the statute of limitations. This term shall not apply if longer terms are mandatory. Customer must submit legally required defect notifications in writing and without delay, with an exact description of the problem. Only the contact (l. sec. 3 paragraph (5)) is entitled to submit defect notifications.
- (4) Customer shall have no right of retention if the statute of limitations for its claims for defects has expired. If

the claim for defects is not submitted appropriately, PRINCIPIA MENTIS shall be entitled to demand compensation for its expenses. Section IV. section 4 paragraph (4) clause 2 shall apply accordingly.

- (5) Customer claims for defects shall not exist if deviations from the warranted features are minor, if usability of the services is only affected to an insignificant extent, or in case of damages incurred due to improper or negligent handling or through a violation of its obligation to cooperate.

§5 Improper Use

- (1) PRINCIPIA MENTIS is entitled to block access to the PM Software and its data in case of any use of the PM Software by Customer that violates the agreement (e.g. in case of a use extending beyond the rights granted in sec. 2 paragraph (1) and (2) and/or in case of violation against the regulations indicated in sec. 3 paragraphs (2) and (3), jointly referred to as "**Improper Use**").
- (2) Access shall only be restored after the condition of Improper Use is permanently corrected, or if the danger of repetition is excluded through submission vis-à-vis PRINCIPIA MENTIS of an appropriate cease and desist declaration punishable by law. In this case, Customer shall remain obligated to pay ongoing prices.
- (3) PRINCIPIA MENTIS is entitled to delete the affected data from the PM software in case of a violation against sec. 3 paragraphs (2) and (3).
- (4) If Customer is guilty of a culpable violation in the cases of paragraphs (1) and (2), Customer shall be obligated to pay claims for damage amounting to EUR 5,000.00. The amount for damages must be increased or decreased, insofar as PRINCIPIA MENTIS proves higher, or Customer proves lower damages; Customer can also prove that no damages were incurred. PRINCIPIA MENTIS reserves the right to assert other claims for damages.
- (5) In case of an unlawful violation of the regulations established in sec. 3 paragraphs (2) and (3) by a User, Customer must provide all information necessary to assert a claim against the User to PRINCIPIA MENTIS upon request and without delay, in particular the User's name and address.

§6 Term and Termination

- (1) The Customer's right to terminate the leasing agreement without notice by way of extraordinary termination, if contractual use of the leased object is not granted to it promptly either in whole or in part, or if such use is removed, shall be excluded (sec. 543 paragraph 2 clause 1 BGB).
- (2) All customer data can be made available as an archive within 30 days after the end of the agreement upon request by Customer, including static HTML files with all entered information. The archive must be able to be opened with a browser or Word, and is not transferable to Excel, for instance.
- (3) After expiration of the term indicated in paragraph (2), PRINCIPIA MENTIS shall delete all customer data through overwriting it multiple times with random data according to the Gutmann method, and shall confirm to Customer on request that this has been done in writing.

VI. Supplementary Conditions for Services

§1 Scope of Support Services

- (1) PRINCIPIA MENTIS shall provide the following services for Customer as part of its Support Services:
 - a) Provision of a hotline providing consulting on technical and content-based questions related to the PM Software. The designated contact in I. sec. 3 paragraph (5), another indicated contact (e.g. line manager), and their representatives may access these services;
 - b) Transfer of further developments of the software. PRINCIPIA MENTIS shall provide Customer all updates to the basic PM Software application, so as to ensure that the PM Software is always up to date;
 - c) Provision of expanded support media such as instructional videos, if PRINCIPIA MENTIS considers these reasonably useful in the context of the customer's application.
- (2) Customer's existing warranty rights shall remain unaffected.
- (3) Customer shall have the following contact options for obtaining Support Services:
 - E-mail: support@princiamentis.com
 - Phone: +49 89 2324 9160
- (4) PRINCIPIA MENTIS shall provide Support Services by telephone, e-mail, or web conference from Monday to Friday, 9:30 AM to 5:30 PM, with the exception of holidays, at the registered headquarters of PRINCIPIA MENTIS ("**Support Hours**"). The time zone at the PRINCIPIA MENTIS registered headquarters shall be valid for establishing Support Hours. If services are to be performed outside of these hours, this must be agreed and compensated separately.
- (5) After receiving a sufficiently specific description of the error, the error pattern, affected software components, and steps that have already been taken, the reaction times for PRINCIPIA MENTIS specified in the Service Level Agreement as an attachment to the Offer shall apply. "**Target Reaction Time**" indicates the

ideal time frame within which PRINCIPIA MENTIS begins work. Reaction Times are restricted outside of Support Hours. In the Service Level Agreement as an attachment to the Offer, PRINCIPIA MENTIS also confirms "**Target Error Correction Times**" in some instances.

- (6) Customer shall grant PRINCIPIA MENTIS the right to use third-party IT systems, insofar as this is necessary to perform the Support Services it owes.
- (7) The aforementioned contact must have received sufficient training on operating the PM Software. Inquiries resulting from failure to take advantage of offered training sessions or failure to use the documentation shall be invoiced by the licensor from the 3rd month after commissioning in accordance with the valid price list, after prior notification that it will do so.
- (8) In case of a Software Purchase, Support Services shall be offered and invoiced in conjunction with Software Maintenance (III.).

§2 Scope of Training Services

PRINCIPIA MENTIS shall provide training services for Customer as described in the Offer.

§3 Special Obligations of Customer

In the cases of Software Purchase and Software Lease, Customer shall put PM Software updates into operation without delay. PRINCIPIA MENTIS shall provide support services only for the current and immediately prior approved program versions provided to Customer. (Example: if the last 3 program versions (in chronological order) are numbered 2.4, 2.5, and 3.0, PRINCIPIA MENTIS shall support versions 2.5 and 3.0.). As a precautionary measure, PRINCIPIA MENTIS notes that it may be necessary to adapt client software and hardware (as well as server software or hardware in case of a software purchase) following the installation of updates, and that such costs are to be borne by Customer.

§4 Changes to the Scope of Services

If Customer requirements that have changed from those contractually agreed on or if other circumstances for which Customer is responsible lead to increased work or expenses, PRINCIPIA MENTIS shall inform Customer of this promptly in writing. PRINCIPIA MENTIS shall invoice these services based on its actual time and expenses, insofar as not otherwise agreed.

§5 Certifications, Work Results, Acceptance, Rights of Use

- (1) PRINCIPIA MENTIS shall store documents and objects of all kinds representing Work Results for Customer until handover.
- (2) Logs, documents, and similar files transferred to Customer under this agreement shall remain the property of PRINCIPIA MENTIS or its sub-contractors, and shall be returned upon request within an appropriate term after the end of this agreement.

VII. Supplementary Conditions for Works

§1 Scope of Works

- (1) The PM Software is standard software. However, if an individual agreement to this effect is made with Customer, PRINCIPIA MENTIS may provide services to adapt the PM Software to Customer's special needs ("**Customizing**"), and may develop customer-specific expansions to the PM Software or perform other services required for Customer's success in accordance with these supplementary conditions.
- (2) Customizing is available, in particular, in relation to specific PM Software functions. These include reporting, so-called sidebars, certain calculations ("aggregators") and their status indicators. Customizing is generally not provided for other functions.

§2 Change Requests

- (1) Customer has the right to suggest changes to the content and scope of agreed services (hereinafter referred to as "**Change Requests**"). Change Requests shall be submitted to PRINCIPIA MENTIS in writing.
- (2) Once Customer submits a Change Request, PRINCIPIA MENTIS shall review it within ten (10) business days and inform Customer whether the Change Request is unreasonable to it or requires extensive review, and shall provide it with an associated review offer with pricing for any additional compensation required for the review (charged based on actual work / flat rate). If extensive review is required, Customer shall either grant the review order or reject it within ten (10) business days.
- (3) If Customer commissions a review of the Change Request, PRINCIPIA MENTIS shall provide its estimate of effects (with regard to expenses, duration, and compensation) if the Change Request is implemented. If it does not do so, PRINCIPIA MENTIS is not obligated to review the Change Request. Customer must reimburse the Change Request review based on the agreed prices even if it does not subsequently commission PRINCIPIA MENTIS to complete the Change Request. If PRINCIPIA MENTIS refuses to implement the Change Request, only 50% of the agreed price will be invoiced.
- (4) Contractual amendments shall only become valid after the appropriate form, which includes the changes

to the previous service agreement associated with implementing the Change Request, is signed. Until this point, PRINCIPIA MENTIS shall continue its work based on the existing agreement unless Customer requests an interruption to the services at its own cost.

§3 Special Obligations of Customer

Customer shall, in particular, make the decisions it is required to make regarding project implementation and project content without delay, and shall inform PRINCIPIA MENTIS of its decisions and review suggestions for changes from PRINCIPIA MENTIS promptly. If it is not able to do so, it shall escalate the issue immediately. Customer is responsible for controlling its own employees.

§4 Acceptance

- (1) Works / deliverables (*Gewerke*) to be provided by PRINCIPIA MENTIS are subject to acceptance. Results of Services shall not be subject to acceptance. The offer may describe that defined partial results of Works are accepted separately (actual partial acceptance – *echte Teilabnahme*). Accepted partial results are the basis for continuing work; they are not covered by any right to withdraw from the agreement. In this regard, only the contractual interplay between these partial services and other results (integration) is the object of a separate acceptance.
- (2) PRINCIPIA MENTIS shall provide Customer the deliverables for acceptance after completion. If not otherwise agreed, Customer must declare its acceptance of deliverables within five (5) business days after they are provided, if the completed deliverables do not have any defects that would prevent acceptance in the sense of the following regulations.
- (3) For deliverables related to software, Parties shall agree to the process and scope of the acceptance review at the beginning of contractual performance. Customer must provide test data and review results expected from it promptly before provision of the deliverables in the format indicated by PRINCIPIA MENTIS in the Offer, and must ensure the agreed technical requirements (client and server software and hardware) are met. PRINCIPIA MENTIS shall be entitled to take part in the acceptance review and view inspection results.
- (4) Defects preventing acceptance are class 1 and 2 defects according to the following definition:
 - Class 1 defects are deviations making the deliverable or a central part of the deliverable unusable for Customer (example: frequent and unavoidable system crashes).
 - Class 2 defects are deviations resulting in significant restrictions in use of key functions in the deliverable that cannot be bypassed in a reasonable amount of time for Customer (example: incorrect application results with regard to contents, errors in reports).
 - Class 3 defects are all other deviations.
- (5) Parties shall mutually assign the defect classes during the acceptance review of discovered deviations. Customer shall document the result of the acceptance review, including any defects which have occurred and their classification within the acceptance deadline in full in an acceptance log. If Customer has lawfully refused its acceptance, PRINCIPIA MENTIS shall correct the documented defects preventing acceptance. Then the required parts of the acceptance review shall be repeated.
- (6) Deliverables shall be deemed accepted once they are in operational use by Customer, or if Customer has not submitted a list of defects within fourteen (14) days after handover of the deliverable including at least one defect preventing acceptance. If Customer requests design changes after handover of the deliverable or other project results not based upon a complaint regarding defects, PRINCIPIA MENTIS shall attempt to take these requests into account subsequently. Article I. sec. 2 paragraph (4) of these GTC shall apply in this case.

§5 Customer Rights in Case of Material Defects in Deliverables

The regulations in this article apply exclusively to material defects in deliverables.

- (1) Customer shall inform PRINCIPIA MENTIS of material defects promptly after their discovery in writing, providing a concrete and sufficiently detailed description. Customer claims for material defects shall expire within twelve (12) months after acceptance, unless PRINCIPIA MENTIS has knowingly concealed the material defect; the statutory expiration deadline for Customer claims for material defects shall remain unaffected. In case of partial services, acceptance of the partial service in question shall be decisive for the expiration deadline. Customer's statutory notification duties shall remain unaffected.
- (2) Material defects related to software shall be mutually assigned to the classes defined in sec. 4 paragraph (4).
- (3) PRINCIPIA MENTIS may determine the type of supplementary performance at its own discretion. If PRINCIPIA MENTIS provides Customer a reasonable way to bypass the error in the software ("Workaround"), and if this Workaround only results in an insignificant remaining error, this shall be deemed supplementary performance. PRINCIPIA MENTIS may also request that Customer integrates program sections with cor-

rections ("bug fixes") sent to it. PRINCIPIA MENTIS may determine the time of supplementary performance for material defects that do not affect acceptance.

- (4) Customer shall provide PRINCIPIA MENTIS support free of charge to the necessary extent in analyzing and correcting the defects. This includes, in particular, providing documents and information to PRINCIPIA MENTIS to a reasonable extent and free of charge.
- (5) Customer may reduce the agreed compensation or withdraw from the agreement in case of material defects that affect acceptance, if the supplementary performance is ultimately unsuccessful. The question of whether it is ultimately unsuccessful must be determined in view of the complexity and circumstances under which PRINCIPIA MENTIS corrects the defects. Even if an attempt to provide supplementary performance for a defect fails twice, this should not yet be deemed an ultimately unsuccessful attempt. Customer completing the correction of defects itself or with the involvement of third parties is excluded. Article I. sec. 7 of these GTC shall apply to claims for damage by Customer.
- (6) PRINCIPIA MENTIS shall not be responsible for material defects caused by incorrect or incomplete performance descriptions and requirements specified or approved by Customer (e.g. in the form of performance specifications), concepts, or defective services of Customer or third parties hired by Customer. PRINCIPIA MENTIS shall also not be responsible for material defects if subsections have been modified after their acceptance, unless Customer can prove that the defect is not a result of the modification.
- (7) If the defect is caused by the use of defective third party software by PRINCIPIA MENTIS for the purpose of providing its contractual services, and if PRINCIPIA MENTIS may not correct said defects itself, PRINCIPIA MENTIS shall be obligated to correct the defects by asserting claims against the licensor in question.
- (8) Customer shall reimburse PRINCIPIA MENTIS for expenses incurred due to unjustifiable claims for defects at the agreed prices, in addition to the agreed compensation.

§6 Term and Termination

Customer's right of termination under sec. 649 BGB shall be excluded.

This translation of the GTC is provided for the Customer's convenience only and that the German language version, not the translation, of these GTC will be legally binding on the Parties. The German language version of these GTC and not its translation(s) will govern in the event of a conflict between the German language version and a translation.

PRINCIPIA MENTIS GmbH, Paradiesstr. 9, Gartenhaus, 80538 Munich

GTC last changed: October 2016