

Terms and Conditions SaaS

as amended on 12/06/2023

Standard Terms and Conditions of GBTEC Group for the Provision of the Standard Software BIC as Software-as-a-Service (“T’s&C’s SaaS”)

Table of Content

Standard Terms and Conditions of GBTEC Group for the Provision of the Standard Software BIC as Software-as-a-Service (“T’s&C’s SaaS”)..... 1

- 1. Conclusion of the Contract / Subject Matter of the Contract / Fees 2
- 2. Nature and scope of the Service 3
- 3. Technical requirements (system requirements)..... 6
- 4. Usage rights 6
- 5. Intellectual property rights 7
- 6. Customer data and content / indemnity from third party claims..... 8
- 7. The customer’s duties to cooperate 9
- 8. Fees/ default..... 10
- 9. Rights concerning the provision of the Service and data backup 11
- 10. Confidentiality / data protection and data security 12
- 11. Liability and compensation 12
- 12. Contract term and expiration of the contract / termination (for cause) / exit management..... 13
- 13. Transfer of rights and obligations 15
- 14. Final provisions 15

GBTEC offers its BIC software and corresponding services to customers at <https://www.gbtec.com>. These present T’s&C’S SaaS apply to the provision of the BIC software as Software-as-a-Service ("SaaS"), including related documentation (collectively, the "Service") and to the use of our website. In addition, GBTEC's

Terms and Conditions SaaS

as amended on 12/06/2023

General Terms and Conditions ("GTC") apply, which are also available and may be downloaded at <https://www.gbtec.com/terms-conditions/>. GBTEC provides the customer with an access to use the software via a telecommunications connection and with storage space for their application data under the following conditions.

1. Conclusion of the Contract / Subject Matter of the Contract /

Fees

- 1.1 GBTEC offers its (potential) customers certain software/modules as software-as-a-service at corresponding prices in a letter entitled "Offer QUO [...]". At the end this offer contains a form for placing the order by signing and returning it to GBTEC. By returning this signed form or their own system-generated order of the services proposed in the letter "Offer QUO [...]" the customer accepts the offer to conclude a contract ("Individual Contract") with GBTEC. The order confirmation generated by GBTEC and sent to the customer by e-mail or return of the countersigned form reflects the content of the contract. The Individual contract is concluded upon the receipt of the order/acceptance or at the latest with the provision of the access to the standard software.
- 1.2 The subject of the contract is the temporary provision of BIC software as a SaaS from GBTEC's portfolio. Against the payment of the agreed fee the customer is granted access to use the software stored and running on the servers of GBTEC, or a service provider commissioned by GBTEC, via an internet connection for the term of this contract and for their own internal purposes and to store and process their data. An unlimited right to use the Service beyond the end of the contract is not granted. Maintenance and support services as well as data centre services are part of the Service and are included in the agreed fee.
- 1.3 The specific principal obligations agreed upon in each case, such as information on the product line, modules, number/type of licences, and the fee, are set out in the Individual Contract concluded in accordance with clause 1.1. These contractual terms and conditions apply to the use of GBTEC's Services in accordance with the current product specifications (if available for the respective BIC product, either to be found at <https://www.gbtec.com/user-documentation/> or made available upon request) as Software-as-a-Service.

Terms and Conditions SaaS

as amended on 12/06/2023

- 1.4 Regarding the subject matter of the agreement, it is solely the Individual Contract, these T's&C's SaaS and the GTC that I comprise the contract between GBTEC and the customer, in this very order of priority. Terms and conditions of the customer shall not apply. Counter-confirmations of the customer with reference to their own terms and conditions are hereby expressly rejected.
- 1.5 The customer will not have access to the source code.

2. Nature and scope of the Service

- 2.1 GBTEC provides the customer in each case with the current version of the Service at the service transfer location. The service transfer locations are the router outputs of the data centres used by GBTEC where the servers are located. The Service, the necessary computing power on servers and the necessary storage space on servers are provided by GBTEC. Additionally, however, the use of the service requires computing power and storage space on the customer's computers in accordance with the system requirements (note: sent on request or for some products available at <https://www.gbtec.com/terms-conditions/>).
- 2.2 It is the responsibility of the customer to secure data generated during offline operation by means of a backup. GBTEC backs up the data of the cloud servers, unless otherwise set out in the individual agreement, on a daily basis with a retention period of seven (7) days. The backup solely serves the purpose of being able to restore the data in the event of a system failure; the data can be made available to the customer if required. GBTEC will always restore the most recent available backup with which an error-free recovery is possible. A restoration of older backups is possible in individual cases against payment of time and material. The software stores data processed by users on their workstation systems until the users complete their processing and make the processed data available to other users via the software. The customer is responsible for backing up such data on the users' workstation systems.

The software transfers data via interfaces to third party systems of the customer. GBTEC is responsible for the backup of such data only as far and as long as such data is processed by the contractual software. The customer is responsible for the backup of the data in the third-party systems.

Terms and Conditions SaaS

as amended on 12/06/2023

- 2.3 GBTEC does not owe the establishing and maintenance of the data connection between the IT systems of the customer and the described service transfer location.
- 2.4 *Users* must be natural persons who have been granted access either by the customer itself or by a company affiliated with the customer in the sense of § 15 et seq. *Aktiengesetz* (the Stock Corporation Act, "AktG") (and the name of which the customer has provided to GBTEC in text form) and who can be engaged to comply with the regulations of these terms and conditions, comparable to an employee, due to their contractual agreement with the customer or the affiliated company. The *scope of use* is based on the information in the Individual Contract and is determined on the one hand by the number of authorised users agreed between the parties. An authorisation can be based on a named user licence or a company licence. On the other hand, depending on the software module acquired, the scope of use may be limited to the number of tasks executed in process instances or limited in other ways. The following regulations apply to named user licences respectively company licences:
- **Named-User Licence:** Under this licence, a specific number of persons are authorised to use the Service. The customer names the persons (e.g. by disclosing their e-mail addresses to GBTEC) who are to have the right of use via the network. Persons other than the named persons may not use the Service. The customer is entitled to replace named users by others if GBTEC is notified of such change beforehand (e.g. by removing/adding the user accounts concerned). The granting of further licences is possible against payment.
 - **Company licence:** Permits the customer to use the Service at and for several (or all) locations of a company without limiting the number of installations (servers/computers) or the number of users (access rights). The term "company" refers to any legal entity, including the companies affiliated with this legal entity within the meaning of § 15 AktG. The affiliated companies must be disclosed to GBTEC by name in text form at the latest upon conclusion of the contract; otherwise, the use of the company licence for

Terms and Conditions SaaS

as amended on 12/06/2023

these companies is not permitted. However, GBTEC reserves the right of subsequent licensing if the number of the customer's employees (including the aforementioned affiliated companies) increases significantly. An increase in employees of more than 20% compared to the time of licence procurement shall be considered significant and entitles GBTEC and obligates the customer to relicense. The number of employees of the customer stated in the customer's annual report or other official publications is binding. Unless otherwise agreed in writing, the conditions of the initial licence procurement also apply to the re-licensing. In any case the customer must ensure that the scope of use remains within the limits of the acquired licences and that several individuals do not share an access. If GBTEC provides the customer with access data (e.g. passwords, client certificates) not chosen by the customer, the customer must change such access data immediately into data known only by the customer.

- 2.5 Depending on the availability and suitability for the respective product, GBTEC will provide the customer with an electronic user documentation for the Service in the German and the English language to either download or use as an online version at the beginning of the contractual term.

The customer is entitled to save this documentation, to print it out and to copy it in an appropriate number for the purpose of this contract while maintaining existing intellectual property right notices. The restrictions on the use of the Service agreed on under clause 4 shall apply to the documentation accordingly.

- 2.6 Parts of the Service used by the customer may be owned by partner companies (companies with which GBTEC has entered into a contractual partnership) ("third-party software") and are provided either by GBTEC or by these partner companies (third party licensors). If provided by the partner company and the customer decides to use such third-party software, the customer will be asked to confirm the terms of use for the third-party software prior to such use.

Terms and Conditions SaaS

as amended on 12/06/2023

3. Technical requirements (system requirements)

- 3.1 The technical requirements are provided via the GBTEC website or are otherwise made available by GBTEC. It is the responsibility of the customer to take note of the technical requirements before entering into the contract. By using the Service the customer confirms that they have read and understood the technical requirements.
- 3.2 GBTEC is not responsible for the quality or performance of the required hardware and/or software on the customer's end.

4. Usage rights

- 4.1 The products of GBTEC are protected by copyright. For the duration of the contract GBTEC grants the customer the non-exclusive, non-sublicensable and non-transferable right to load the user interface of the Service provided by GBTEC for display on the screen into the main memory of the end devices used for this purpose according to the contract, to execute it and to make the resulting copies of the user interface as well as to use the Service for the contractual purposes according to the product description. The customer shall not be granted any further rights.
- 4.2 The customer is entitled to use the Service themselves or through the users referred to in clause 2.4 in accordance with the provisions therein. At the request of the customer further users can be added, others deactivated or exchanged or the range of functions extended during the course of the contractual relationship. Any additions must be based on a further Individual Contract; to reduce the number users or products clause 12.1 must be observed (clause 8.1 must also be observed). In any case, GBTEC's licensee shall be exclusively the customer.
- 4.3 The customer is not authorised to use the Service beyond the use permitted under this agreement or to have it used by third parties or to make it available to third parties who are not registered as authorised users (clause 2.4).
- 4.4 The customer is not permitted to reproduce or sell the Service or parts thereof.
- 4.5 The customer is not entitled to make changes to the Service. In particular, they are not entitled to examine or decompile its functionalities by means of so-called

Terms and Conditions SaaS

as amended on 12/06/2023

reverse engineering, to disassemble it into its components and/or to use it as a basis for the creation of their own software programs. This does not apply to changes which are necessary for the correction of errors, if GBTEC is in default with such correction, refuses the correction or cannot carry out the correction due to the opening of insolvency proceedings.

- 4.6 If and when GBTEC creates new versions, updates, upgrades or other new deliveries with regard to the Service during the term of the agreement and makes them available to the customer, voluntarily or due to an additional contractual obligation, the above rights shall also apply to these applications. If the customer violates the above-mentioned regulations for reasons for which the customer is responsible, GBTEC is entitled to block the customer's access to the Service or to terminate the contract without notice, provided that the customer continues to commit the act of violation one week after GBTEC's prior written warning.
- 4.7 For each case in which the customer enables the use of the Service by non-authorized third parties (see scope of clause 2.4), GBTEC may claim a contractual penalty in the amount of 3 times the monthly service fee per authorized user as provided by clause 8. The right to claim damages is reserved; in such case the contractual penalty shall be offset against the claim for damages.

5. Intellectual property rights

- 5.1 All copyrights, patent rights, company rights, trademark rights and other industrial and intellectual property rights, as well as all similar rights to protect information relating to GBTEC's Service, are and shall at all times remain the exclusive property of GBTEC. No provision in any quotation, offer, order and/or contract (including these T's & C's SaaS) shall be deemed to result in any transfer of such rights in whole or in part to the customer, nor is any such transfer intended or may be construed as resulting in such.
- 5.2 The customer shall not alter, remove or obscure any intellectual property rights marking on the Service. The customer shall not register any GBTEC trademark, trade name, logo or domain name or any similar name which may be confused therewith.

Terms and Conditions SaaS

as amended on 12/06/2023

6. Customer data and content / indemnity from third party claims

- 6.1 In order to be able to correct errors or malfunction of the Service reported by the customer, GBTEC may require the data sets of the customer, during the use of which the error or the malfunction of the Service occurred, in order to reconstruct the error or to carry out test runs with such data records, for example. The customer therefore consents to the use of their data sets in this context.
- 6.2 By using the Service the customer confirms that they own the rights to grant such right of use to GBTEC. The customer retains all rights and ownership of their content. GBTEC does not claim any ownership rights to such content.
- 6.3 In the event that a user uses functions of the Service to make data from the service available to other users of the same tenant (e.g. via the "share button") or to third parties (e.g. via the e-mail function or connected third-party systems), the customer is legally responsible for this transfer of data.
- 6.4 The customer undertakes not to post any content or data which are unlawful or otherwise illegal in absolute terms or in relation to individual third parties and not to use any programs containing viruses or other malware in connection with the Service. The customer remains the responsible party with regard to personal data and must therefore always ensure that the processing of such data via the use of the Service is covered by relevant regulation.
- 6.5 The customer is solely responsible for all content and processed data used by them as well as for any rights required for this. GBTEC does not take note of customer content, it is stored and made available for the customer without prior content-check or monitoring for correctness or legality by GBTEC.
- 6.6 In this context, the customer agrees to indemnify GBTEC against any and all liability and all proven and reasonable costs, including possible and actual costs of legal proceedings, if a claim is made against GBTEC by third parties, including employees of the customer personally, as a result of alleged acts or omissions of the customer. GBTEC will inform the customer about the claim and, as far as legally possible, give the customer the opportunity to defend the asserted claim. The customer will immediately provide GBTEC with all available information about the facts which are the subject of the claim.

Terms and Conditions SaaS

as amended on 12/06/2023

GBTEC shall indemnify the customer for and hold them harmless from all liability and all proven and adequate costs, including potential and actual costs of a judicial procedure, in the event that the customer is sued by third parties as a consequence of the customer's use of the Service as per contract. The customer shall inform GBTEC of the suit and give GBTEC the opportunity, as far as this is legally possible, to defend against the claim made. GBTEC shall inform the customer immediately and in full of any information available to it regarding the facts of the matter and the object of the claim.

6.7 Further claims for damages of GBTEC remain unaffected.

7. The customer's duties to cooperate

The customer shall support GBTEC in the performance of the contractual services to a reasonable extent as follows:

- 7.1 Upon the conclusion of the Individual Contract the customer shall – in a timely manner - provide GBTEC with all information required by GBTEC to set up the customer's access to the software. The customer commits to keeping the access and usage data provided to the customer confidential, to protect it from access by unauthorised third parties and to not pass it on to unauthorised third parties, unless this has been expressly agreed upon by the parties. The customer shall ensure that any user to whom access data is made available shall protect such data in the same manner. The customer will inform GBTEC immediately in the case they suspect that access data and passwords might have become known to unauthorised persons.
- 7.2 The customer is responsible for the proper and regular backup of their data only insofar as it concerns data which is not stored on the server provided by GBTEC but only on the users' workstation systems or via interfaces in third party systems. This also applies to any documents provided by GBTEC during the term of the contract. The customer is free to additionally save all data themselves with the help of the export and import function.
- 7.3 It is the customer's responsibility to ensure that the system requirements on their end, which are necessary for the contractual use of the software and are specified by GBTEC for this purpose, are met.

Terms and Conditions SaaS

as amended on 12/06/2023

8. Fees/ default

- 8.1 As consideration for the access and use of the Service GBTEC charges a usage and service fee. The amount of the fee is determined by the selected functions of the Service, the number and duration of usage rights (clause 4.2 must be observed), the selected components/ options/ packages as well as the duration of the contract and as set forth in the Individual Contract.
- The customer has the option to increase the scope of use and/or the scope of functions by concluding further Individual Contracts with GBTEC. A reduction of the scope of use and/or functions and the corresponding fee is possible as of the next possible termination date.
- 8.2 Other services will be provided by GBTEC at prices to be agreed upon between the parties on a time and material basis.
- 8.3 Fees are quoted and payable in Euro plus the value added tax at the statutory rate applicable at any given time. The fee shall be invoiced for each contractual year in advance and shall be paid accordingly. The first usage and service fee is due with the conclusion of the Individual Contract and the provision of the access data to the system **with the installed standard software** (performance upon counter-performance) **and independent of any customisation or other services yet to be performed or delivered by GBTEC**. Unless otherwise agreed in writing, all fees are payable **within thirty (30) days** of receipt of the applicable invoice. After the expiry of this or any other agreed payment term customers are automatically in default of settlement of the invoice. If customer fails to pay the full amount of the invoice within a further fourteen (14) days of receipt of written notice from GBTEC of such payment failure, GBTEC also shall have the right to suspend or restrict access to the Service or terminate the Individual Contract for cause, and will further have the right to seek damages from customer (see also clause 12.4).
- 8.4 Invoices and notices of failure to make payment are sent by GBTEC in electronic form.
- 8.5 AFTER THE EXPIRY OF THE MINIMUM TERM AGREED IN THE INDIVIDUAL CONTRACT GBTEC SHALL ADJUST THE FEES PAYABLE UNDER THIS AGREEMENT ON AN EQUITABLE BASIS TO REFLECT THE EVOLUTION OF COSTS RELEVANT TO THE

Terms and Conditions SaaS

as amended on 12/06/2023

PRICE CALCULATION. A PRICE INCREASE SHALL BE CONSIDERED AND A PRICE REDUCTION SHALL BE MADE IF, FOR EXAMPLE, THE COSTS FOR THE PROCUREMENT OF HARDWARE OR SOFTWARE AS WELL AS ENERGY, THE USE OF DATA CENTRE SERVICES, COMMUNICATION NETWORKS OR THE WAGE COSTS INCREASE OR DECREASE OR OTHER CHANGES IN THE ECONOMIC OR LEGAL FRAMEWORK CONDITIONS LEAD TO A CHANGED COST SITUATION. INCREASES IN ONE TYPE OF COST MAY ONLY BE USED TO INCREASE THE PRICE TO THE EXTENT THAT THEY ARE NOT OFFSET BY ANY DECREASE IN COSTS IN OTHER AREAS. IN THE EVENT OF COST REDUCTIONS, PRICES SHALL BE REDUCED BY GBTEC TO THE EXTENT THAT SUCH REDUCTIONS ARE NOT OFFSET IN WHOLE OR IN PART BY INCREASES IN OTHER AREAS. GBTEC WILL, IN THE EXERCISE OF ITS EQUITABLE DISCRETION, SELECT THE APPROPRIATE POINT IN TIME OF ANY PRICE CHANGE SO THAT COST REDUCTIONS ARE NOT CHARGED AT RATES LESS FAVOURABLE TO THE CUSTOMER THAN COST INCREASES, SO THAT COST REDUCTIONS WILL BE AT LEAST AS PRICE EFFECTIVE AS COST INCREASES. GBTEC SHALL NOTIFY THE CUSTOMER IN WRITING OF ANY CHANGES IN FEES AT LEAST SIX WEEKS BEFORE THE CHANGES TAKE EFFECT.

9. Rights concerning the provision of the Service and data backup

- 9.1 For the sole purpose of the performance of the contract the customer grants GBTEC the right to duplicate the data stored by GBTEC for the customer, as far as this is necessary for the provision of the services owed according to this contract. GBTEC is also entitled to keep the data in a disaster recovery system or separate disaster recovery computer centre. In order to resolve errors, GBTEC is further entitled to make changes to the structure of the data or the data format.
- 9.2 GBTEC points out that data generated or altered by the customer during processing and especially in offline operation cannot be backed up by GBTEC. The customer is responsible for the memory of the browser not to be deleted during this working phase. Only with the successful completion of the processing and the successful provision of such data to other users via the software (e.g. check-in of the data), the data processed in this way will be saved again in the Service. **NOTE: Working in the private mode of the browser is possible with some BIC products,**

Terms and Conditions SaaS

as amended on 12/06/2023

but GBTEC strongly advises against this. Closing the window will delete all the session's data. Closing the browser can also clear the browser memory and thus discard the local data, depending on the company's settings.

10. Confidentiality / data protection and data security

GBTEC and the customer shall execute a data processing agreement as required by article 28 III GDPR as well as a confidentiality agreement. These shall be applicable with priority. The respective regulations in the GTC shall apply subordinately.

11. Liability and compensation

11.1 Liability for material defects and defects of title

11.1.1 Technical data, specifications and performance information in public statements, in particular in advertising material, are not quality information. The functionality of the Service is based on the performance and product description of the respective version and the description in the user documentation. In all other respects, the Service must be suitable for the use assumed under this contract and otherwise have a quality that is customary for a Service of the same type.

11.1.2 GBTEC will provide and maintain the Service in a condition suitable for the contractual use. The obligation to maintain does not include the adaptation of the Service to changed conditions of use and technical and functional development, such as changes in the IT environment, in particular changes in the hardware or the operating system, adaptation to the functional scope of competing products or establishing compatibility with new data formats.

11.1.3 The customer shall support GBTEC in the determination and elimination of defects and shall immediately grant access to the documents from which the more detailed circumstances of the occurrence of the defect result.

11.1.4 In all other respects the elimination of defects is governed by the Service Level Agreement, which applies depending on the product line and type of operation.

11.1.5 GBTEC's liability for initial defects (§ 536a *Bürgerliches Gesetzbuch* (the Civil Code, "BGB")) is excluded, as far as the regulation provides for strict liability.

11.2 Liability in other respects

Terms and Conditions SaaS

as amended on 12/06/2023

- 11.2.1 The provisions in the GTC as well as the following clause 11.2.2 apply.
- 11.2.2 GBTEC shall not be held liable for an infringement of the rights of third parties committed by the customer, their affiliates, their respective end users, officers, directors, employees, agents, representatives, subcontractors or successors which results from the use of the Service in violation of this contract. In such case the customer shall indemnify GBTEC upon first request against any all claims of third parties.

12. Contract term and expiration of the contract / termination (for cause) / exit management

- 12.1 This SaaS Contract is constructed as a continuing obligation concluded for an indefinite period with a minimum contract term of one (1) year, unless a longer minimum contract term has been agreed in the Individual Contract. Each party has the right to terminate the contract by giving three (3) months' written notice to the end of the contract year, however, not earlier than to the end of any minimum contract period. **(GBTEC explicitly points out that offers/orders placed during the contract term are of a purely declaratory nature and have no influence on the existing contractual relationship between the contracting parties where they merely repeat an already agreed upon scope.)** The term begins with the provision of the access data to the provided system **with the installed standard software.**
- 12.2 Both parties reserve the right to terminate the SaaS Contract for cause if the legal requirements are met. This shall be the case if the continuation of the contractual relationship until its expiry or until termination by giving notice cannot reasonably be expected from the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties. GBTEC's reasons for terminating for cause shall include:
- customer's breach of their contractual obligations, in particular:
 - o deliberate provision of false contact data,
 - o deliberate provision of a false or invalid e-mail address,
 - o the customer is in default of payment of the invoice for more than 30 days (see also clause 8.3),

Terms and Conditions SaaS

as amended on 12/06/2023

- the customer transfers their user account to an unauthorised third party,
- the customer allows the use of their user account by unauthorised third parties, in particular by unnamed individuals,
- customer's non-compliance with legal regulations.

If the customer is responsible for the reason for termination, they shall pay GBTEC the agreed remuneration less the expenses not incurred by GBTEC until the date on which the contract would or would have ended at the earliest by giving notice.

- 12.3 Termination by giving notice as well as for cause must be made in writing (scanned signature sufficient) or in electronic form (certificate-based signature) to be effective. Failure to comply with such form requirement shall result in an invalid termination.
- 12.4 Should the customer fail to pay an invoice in full within 30 days after receipt of the payment reminder (cf. clause 8.3), GBTEC shall have the right to claim an additional lump sum compensation due immediately in the amount of one fourth of the remaining monthly usage and service fee until the end of the regular contract period. The customer reserves the right to prove a lower loss suffered by GBTEC.
- 12.5 Deletion of customer Data: Unless there is an obligation or right to retain data, GBTEC shall delete all data stored in the Service by the customer within a maximum period of 60 days after termination or expiry of the contractual relationship and destroy all documents provided by the customer that are still in GBTEC's possession. Upon the customer's explicit request, GBTEC will confirm such deletion/ destruction in text form. This includes all data entered and stored in the Service by the customer and their users or by GBTEC on behalf of the customer. The customer acquires all rights to such data, including property rights and copyrights. However, this does not include data stored by the customer or their users in areas of the Service that the customer has been made accessible to third parties (see clause 6.3). The customer may export their data via the system functions provided by the Service.

Terms and Conditions SaaS

as amended on 12/06/2023

- 12.6 Exit Management: To provide a customer-friendly exit management, GBTEC will retain the data stored in the Service by the customer and make it available to the customer for download for a period of one (1) month after the termination or expiry of the contract. Afterwards all data will be irrevocably deleted. Access is then no longer possible.

13. Transfer of rights and obligations

Neither this contract nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written (text form) consent of the other party. GBTEC may subcontract the performance of certain contractual obligations to its affiliated companies (as defined by § 15 AktG) as well as to the data processing centre the parties have agreed on.

14. Final provisions

- 14.1 GBTEC reserves the right to unilaterally amend the content of these T's&C'S SaaS as well as the service and product description at any time, provided that (1) such amendment is based on factual reasons and is expected to be reasonably acceptable for the customer or (2) if such amendment only has an advantageous effect for the customer. Justified reasons for amendments sentence 1 of this clause 14.1 may be the following:
- new statutory requirements or those of a legal authority
 - requirements of a court decision addressed to GBTEC
 - changes in the current availability of technologies used and required
 - introduction of additional services or of new software, which require further description
 - Necessary changes to close existing security gaps
 - Adjustments that serve the technical progress or are necessary for technical or procedural reasons, unless they have significant effects for the customer.
- 14.2 GBTEC will notify the customer of the amendment by e-mail at least four (4) weeks before the amendment takes effect. The amendment requires the consent of the customer. The consent shall be deemed to have been granted and the new T's&C'S SaaS respectively the new service and product descriptions shall be

Terms and Conditions SaaS

as amended on 12/06/2023

included in the contract, unless the customer notifies GBTEC of their objection within four (4) weeks after the receipt of the notification of amendment by e-mail or in writing. If the customer objects, the previous contractual provisions shall continue to apply. In their notification of amendment GBTEC will set the above deadline for objections and point out the consequences of the lack of such reaction. If the customer objects, each party has the right to terminate the contract with the period of notice applicable for an ordinary termination by e-mail or in writing.

- 14.3 The present contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods - CISG is excluded.
- 14.4 In the event of a dispute arising from this contract, the parties shall, prior to conducting legal proceedings, conduct arbitration in accordance with the arbitration rules of the Hamburg Arbitration Board for IT Disputes in the version valid at the time of the initiation of arbitration proceedings. The arbitration proceedings shall serve to settle the dispute in whole or in part, provisionally or finally. If no agreement is reached before the arbitration board, recourse shall be had to the ordinary courts. In this case - if the customer is a merchant, a legal entity under public law or a special fund under public law - Bochum (Germany) is agreed as legal venue. GBTEC is also entitled to take legal action at any other place of jurisdiction provided by law.
- 14.5 This agreement and its amendments as well as all declarations, notification and documentation obligations relevant to the contract must be in writing (scanned signature sufficient or a certificate-based electronic signature), unless another form has been agreed or is required by law.
- 14.6 In case any provision of these T's&C's SaaS shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. The parties shall then cooperate to replace invalid, illegal or unenforceable provision with a provision that corresponds as closely as possible to the invalid one.

Terms and Conditions SaaS

as amended on 12/06/2023

14.7 This contract contains all understandings between the parties and supersedes all other prior or contemporaneous communications, negotiations, discussions, understandings, arrangements or agreements, whether oral, written, between the parties relating to the relevant products and Service.

GBTEC Group

- **Annex: the applicable service level agreement which is determined by the operating mode and software chosen by the customer**