

General Terms and Conditions for the Licensing of APIS® IQ-Software

1. Scope of application

1.1 In all contractual relationships in which APIS® Informationstechnologien GmbH (“APIS”) provides other companies (hereinafter referred to as “Licensee/s”) with the APIS IQ-Software and software products supplementing the APIS IQ-Software (“IQ-Software under the contract”), these General Terms and Conditions shall apply exclusively, unless otherwise provided by the contractual partners in separate agreements. That shall also expressly apply in the event that IQ-Software under the contract is acquired via a reseller or third party. They do not apply to additional services, such as installation, integration, customizing and adaptation of APIS IQ-Software on source code level to the needs of the Licensee as well as maintenance of APIS IQ-Software.

1.2 A separate maintenance contract shall be concluded for the maintenance of IQ-Software under the contract. For services (training, facilitation, user conference, etc.), the separate APIS General Terms and Conditions for Group Seminars, User Conferences and Congresses as well as for In-house Training shall apply.

1.3 APIS IQ-Software and software products supplementing APIS IQ-Software may contain components that are licensed as open source software. The components concerned and the associated license conditions are available for review at <https://www.apis.de/foss/>. The Licensee shall be granted a non-exclusive right of use to the contained open source software from the respective holder of the rights under the terms and conditions provided for in the applicable license terms. These Terms and Conditions apply only to the components that are not licensed as open source software.

1.4 Any conflicting General Terms and Conditions of the Licensee are expressly rejected.

2. Delivery, delivery item, installation, update of license profile

2.1 APIS shall deliver the IQ-Software under the contract in accordance with the product description in the respective current price list and the agreements in the

respective offer and on the website of APIS at <https://www.apis-iq.com/software/product-comparison/> APIS shall not be liable for any further properties and conditions of the IQ-Software.

2.2 Unless otherwise agreed, the Licensee shall be supplied with one (1) copy of the latest version (at the time of delivery) of the IQ-Software under the contract not later than one (1) month after conclusion of the Software Agreement.

2.3 Delivery shall be made, at the option of APIS, either by APIS sending the IQ-Software under the contract to the Licensee on a data carrier to the agreed delivery address (physical delivery) or by APIS making the software available for download by link (electronic delivery). In case of physical delivery, the time when APIS hands over the data carriers to the carrier shall be material to the compliance with delivery dates and the transfer of risk; in case of electronic delivery, the time when the IQ-Software under the contract is made available for download and such fact is communicated to the Licensee shall be decisive.

2.4 The Licensee shall be responsible for the installation of the IQ-Software. This service is not owed by APIS.

2.5 The Licensee shall be responsible for ensuring that the IQ-Software under the contract is used in accordance with the intended purpose by taking appropriate technical and organizational measures.

2.6 The Licensee shall notify APIS of any copy or usage restriction that might impair the contractual use of the IQ-Software under the Contract.

2.7 The Licensee shall be responsible for proper data backup.

2.8 Data migration or data exchange in connection with the IQ-Software under the contract are services to be agreed in separate contracts and are not owed by the provision of the IQ-Software under the contract.

2.9 Technical support on questions of operation and installation as well as troubleshooting and the free provision of new versions or “major versions” of the IQ-

Software under the contract shall require a separate maintenance contract, which must be concluded within six months after the IQ-Software under the contract was transferred.

2.10 In the event of a change of name or corporate restructuring or legal succession (including within the meaning of the UmwG (German Law regulating the transformation of companies)), the Licensee shall request APIS to change the license profile registered in the IQ-Software. The IQ-Software will then be redelivered for a fee, such redelivery requires to uninstall and then reinstall the IQ-Software. In case of a merger or spin-off of companies or parts of companies, recalculation of license and possibly maintenance fees shall be required. The update of the license profile can only be done by a written order and will be charged. A contractual change of the license profile by the licensee requires the written consent of APIS.

3. IP rights, granting of rights of use

3.1 The terms and conditions governed under this section 3 shall apply accordingly to any other software possibly provided to the Licensee in the course of the initiation and performance of the contract, including in case of subsequent performance and maintenance.

3.2 In the relationship with the Licensee, APIS shall be entitled exclusively to all rights to the IQ-Software, in particular the copyright and other IP rights.

3.3 The Licensee shall only have the following non-exclusive and non-transferable rights to the IQ-Software under the contract.

3.4 Unless otherwise agreed, the Licensee may use the IQ-Software under the contract for an unlimited period of time after payment of the agreed remuneration and otherwise only to the extent of the contractually stipulated license, even if the Licensee may technically access a greater scope of the IQ-Software under the contract in individual cases. The Licensee shall be granted only those rights to the IQ-Software that are necessary to use the software. If the rights of use are limited to a hardware or software environment defined in the contract, any use deviating from that shall require the consent of APIS. If a hardware or software environment defined in the contract does not work, using the software in another environment shall also be permissible without the consent of APIS until the environment is restored. The scope of the right of use shall depend on the agreed license model:

(a) Single user license with USB dongle: The IQ-Software may be installed in a local operating

system environment (local physical or virtual computer). It can only be used in combination with the corresponding dongle, which must be connected to the respective operating system environment via a USB port.

(b) License server without NLX functionality: The license server may be installed on one of the customer's servers. Its use is only possible in combination with a restriction to a MAC address or an associated dongle, which needs to be connected to the license server (or the network) via a USB port. In addition, the licensee must install the license server client version of the IQ-Software on any number of operating system environments (local computers) that connect to the license server in the licensee's network upon startup. Concurrent use is limited to the number of licensed users or seats (concurrent users).

(c) License server with NLX functionality: The license server may be installed on one of the customer's servers. Its use is only possible in combination with a restriction to a MAC address or an associated dongle, which must be connected to the license server (or the network) via a USB port. In addition, the licensee must install the license server client version of the IQ-Software on any number of operating system environments (local computers) that connect to the license server in the licensee's network upon startup. Concurrent use is limited to the number of licensed users or seats (concurrent users), with the users also deciding upon the start of the contractual IQ-Software whether they want to book out a seat in order to use the software offline for a limited period of time, i.e. without permanent connection to the network. These seats are blocked for other users for the booked-out time. The booked-out seat automatically becomes available again for other users after the booked-out period has expired or by logging in prematurely.

(d) Company license: With a company license, in addition to the Licensee, affiliated companies may also use the software under the contract to the extent of the granted rights of use. Affiliated companies in terms of these General Terms and Conditions are companies in which the Licensee holds more than 50 percent of the shares ("affiliated companies"), the industrial leadership of which lies with the Licensee and which have access to the installation site.

(i) If the affiliated company loses that status, the employees of the company are no longer

entitled to use the software. Section 6 shall apply.

- (ii) In exceptional cases, the continued use of the company license by the exiting company may be permitted for a transition period of three (3) months maximum if the Licensee agrees to such use.
- (iii) If there are significant changes, e.g., a change in the Licensee's headcount by more than 25 percent, the Licensee shall be obligated to notify APIS of such change without being requested to do so. In such a case, APIS shall be entitled to recalculate the license fees.
- (iv) In case of a company license, concluding a collateral maintenance contract is mandatory, including in case of a combination with further APIS software products, in particular with a CARM Server license.
- (e) University license: The IQ-Software may be used exclusively in research and teaching for a specific project, in particular, any commercial use shall be prohibited. If agreed in individual cases, the IQ-Software may be installed several times in a class. The prerequisite is that the Licensee requests the multiple installation in writing, stating the license number, the project/class title and the name of the responsible supervisor as well as the expected duration of use of the multiple installation. University licenses are personalized, i.e., data can only be exchanged between users with the same user profile. There are no maintenance services for university licenses, in particular no updates and upgrades.
- (f) CARM Server license: Depending on the specifically agreed scope of license, the CARM Server provides various modules, libraries, and functions that can be used in connection with IQ-Software. The CARM Server may be installed on a server or in a network of the licensee, which must be for the IQ-Software accessible via an IP address. The license numbers of the various IQ licenses, which are intended to be authorized to interact with the CARM Server must be stored in the CARM Server profile. Concluding a collateral maintenance contract is mandatory for the CARM Server.
- (g) CDM Server license:
The APIS CDM Server is initially made available to licensees of APIS IQ-Software V8.0 free of charge.

The licensee is permitted to install and run one instance of the APIS CDM Server in order to support multiple instances of the APIS IQ-Software V8.0 in the licensee's company environment.

The APIS CDM server must be configured so that its IP address and the required network ports are accessible from the computers running the APIS IQ-Software V8.0. It is the licensee's responsibility to ensure proper network configuration to enable seamless communication between the APIS CDM server and the APIS IQ-Software clients.

The APIS CDM server is provided as an OCI image (Docker image) that the licensee can run on a supported server operating system.

APIS provides the specifications of the system requirements separately to ensure compatibility with the licensee's environment. Updated versions of the CDM software are also provided as OCI images via the same process.

The provision of the OCI image is facilitated by a "container registry" system. Each licensee is provided with an account (username/password) to access and download the OCI image.

The licensee is responsible for the security and confidentiality of the login credentials for the container registry account. APIS is not liable for unauthorized access due to compromised login credentials.

APIS reserves the right to track the account details and IP addresses associated with each download of the CDM image. That information may be analyzed for security purposes or may be used for research to improve the product.

- (h) Temporary licenses: In individual cases, it is possible to license the IQ-Software under the contract by separate agreement for a limited period of time, but at least for three months.
- (i) Reseller licenses: The license models listed above and these General Terms and Conditions shall apply without restrictions to any transfer of the IQ-Software under the contract by resellers.
- (j) Training license: A training license may only be used in connection with a booked APS training event. Multiple installation of your own license is not permitted, not even for a limited period of time for the duration of the training.

3.5 If the IQ-Software requires using a dongle, APIS shall provide such dongle free of charge at the

beginning of the contract term. The Licensee shall be responsible to ensure that the dongle is not misused and does not get lost. In the event of damage or loss, APIS shall replace the dongle against reimbursement of the related costs and appropriate proof (e.g., returning the damaged dongle, written confirmation of loss).

3.6 APIS reserves the right to block license numbers that have been or will be used in a recognizably abusive manner and to replace them with a new delivery.

3.7 The Licensee may use the IQ-Software under the contract only for internal purposes and to the extent acquired. All further rights, in particular the right to distribute including (sub)leasing, to translate, to edit, to pass on to suppliers and service providers of the Licensee even if they work exclusively on projects of the Licensee, to arrange and to make publicly available the IQ-Software under the contract shall remain exclusively with APIS. The operation of data processing centers for third parties including affiliated companies, subject to an available company license, shall not be permitted. The transfer to suppliers or service providers shall not be permitted, even if they work exclusively on company projects.

3.8 Trial versions of the IQ-Software under the contract are made available as a demo license by download with temporary authorization of use and limited functions. The Licensee shall be solely responsible for downloading and installing a trial version in accordance with its intended use. In case of trial versions, the Licensee's rights of use shall be limited to such actions that serve to determine the condition of the Software under the contract and its suitability for the Licensee's operations. Commercial use shall not be permitted. In accordance with the contract with the Licensee, the IQ-Software under the contract may deviate from the demo license with regard to the scope of functions.

3.9 All data processing devices (e.g., servers, operating systems, computers) onto which the IQ-Software under the contract is copied in whole or in part, temporarily or permanently, shall be on the premises or in the direct possession of the Licensee or – in case of a company license – of one of the affiliated companies. If the Licensee wants to operate or have operated the IQ-Software under the contract for the processing of internal business transactions on data processing equipment that is on the premises and in the direct possession of a third company (outsourcing), that shall be possible only on the basis of a written agreement with APIS, which APIS is prepared to conclude while safeguarding its justified operational interests – in particular with regard to compliance with the contractual provisions on the right

to use the IQ-Software under the contract by the third company.

3.10 The Licensee may perform data backups in accordance with the generally accepted rules of technology and create the necessary backup copies of the IQ-Software under the contract for such purpose. A backup copy on a portable data carrier shall be marked as such and provided with the copyright notice of the original data carrier unless that is technically unreasonable. The Licensee must not change or remove copyright notices of APIS.

3.11 Prior to decompiling the IQ-Software under the contract, the Licensee shall request APIS in writing, specifying a reasonable deadline, to provide the information and documents necessary to establish interoperability. Only after fruitless expiry of the deadline shall the Licensee be entitled to decompile within the limits of art. 69e UrhG (German Copyright Act). Prior to the involvement of third parties (e.g., pursuant to art. 69e sec. 1 no. 1, sec. 2 no. 2 UrhG), the Licensee shall provide APIS with a written declaration by the third party that the latter undertakes directly towards APIS to comply with the provisions contained herein.

3.12 If the Licensee receives copies of new versions of IQ-Software under the contract from APIS (e.g., within the scope of rectification or contractually agreed maintenance), which replace a previously provided software version, the right of use granted to the Licensee shall exist exclusively with respect to the most recently received version. The right of use with respect to the previously provided version shall expire as soon as the Licensee implements the new version for use on productive systems. The previously provided version must be uninstalled and irretrievably deleted. However, the Licensee may use the new version for test purposes for six (6) weeks in addition to the old version in productive use. The provisions of Section 6 shall apply to the replaced version.

3.13 The Licensee may only transfer the IQ-Software under the contract to a third party in a uniform manner which was purchased by contract from APIS (including software obtained through possible additional purchases or within the scope of maintenance). The temporary or partial transfer to third parties or the transfer to several third parties shall be prohibited or must be agreed with and approved by APIS in each individual case. The restrictions of clauses 1 and 2 shall also apply to corporate restructurings and legal successions, e.g., in accordance with the German Law regulating the transformation of companies (UmwG).

3.14 In cases of a uniform transfer of the contractual software by Licensee to a third party (new user) as permitted under Section 3.13 above, the following shall apply: The Licensee must completely and finally relinquish the use of the software under the contract and transfer all copies to the new user or render them unusable. The Licensee is obligated to make the terms and conditions of use and transfer for the licensed software available to the new user. The Licensee shall promptly notify APIS in writing of the transfer to the new user, stating the new user's name and address.

3.15 The Licensee must not transfer software under the contract to third parties, which was ceded for a limited period of time.

4. Review/Additional purchases

4.1 APIS must be notified in advance in writing of any use of IQ-Software under the contract that goes beyond the contractual agreements. It requires a separate agreement with APIS on the additional scope of use ("license extension"). The license shall be extended on the basis of the current price list at the time of the extension.

4.2 The license extension is separate from the conclusion of a maintenance agreement and shall be agreed separately by contract.

4.3 APIS shall be entitled to review the use of the IQ-Software under the contract (in general once a year). The review shall be conducted regularly in the form of self-disclosure. If the self-disclosure is refused or does not yield any meaningful results and if objective indications for a violation of rights by the Licensee are available, APIS may exceptionally conduct the review on site. The Licensee shall reasonably cooperate with APIS in such reviews, in particular by allowing APIS to inspect its systems to the extent necessary during on-site reviews. APIS shall give reasonable notice of on-site reviews. The confidentiality interests of the Licensee as well as the protection of its business operations against impairment shall be considered in an appropriate manner. The Licensee shall bear the reasonable expenses for the APIS reviews if the results of the review show that the use is not in accordance with the contract.

4.4 If it becomes apparent during a review or in any other way that the Licensee's use of IQ-Software under the contract goes beyond the contractual agreements, a contract shall be concluded with APIS for the additional purchase which shall also cover the previous use. Section 4.1, clauses 2 and 3 shall apply accordingly.

APIS reserves the right to claim damages and interest on arrears.

5. Remuneration, payment, set-off, right of retention, taxes, reservation

5.1 The Licensee shall pay APIS the agreed remuneration for the provision of the IQ-Software under the contract. The prices for software deliveries include transport and packaging as well as USB dongles, if applicable, in case of physical shipment. In case of electronic delivery, APIS shall make the software under the contract available for download in the network at its own expense. The Licensee shall bear the download costs. No discount shall be granted. The remuneration for the transfer does not include remuneration for additionally agreed maintenance of IQ-Software under the contract.

5.2 APIS may request advance payment in full if no business relationship has yet been established with the Licensee, if the delivery is to be made abroad or if the Licensee is domiciled abroad or if there are any indications for a potential risk of late or incomplete payment by the Licensee.

5.3 The Licensee may offset only undisputed or legally established claims and may only base the right of retention on undisputed or legally established claims. The Licensee must not assign any claims to third parties – notwithstanding the provisions of art. 354 a HGB (German Commercial Code).

5.4 Invoicing and settlement

- Payments are due 14 calendar days after the invoice date, unless a different due date results from the specific order. Upon the due date, APIS may charge default interest at the amount of the applicable statutory default interest rate.
- In case of software purchase agreements, the invoice shall be issued together with the delivery of the software.
- In case of software lease agreements, the remuneration shall be due annually in advance, unless otherwise agreed by contract, and the obligation to pay shall commence upon conclusion of the agreement.

5.5 All prices are in Euro plus the applicable statutory value added tax.

6. End of right of use

6.1 In all cases of discontinuation of the right of use (e.g., by withdrawal, expiration of the agreed term of the

contract or termination), the Licensee is obligated to immediately cease using the IQ-Software under the contract and the Confidential Information. Within one month after the end of the right of use, the Licensee shall irretrievably destroy all copies of the Software under the contract in any form or – at the request of APIS – return all copies of the Software under the contract to APIS, unless their retention for a longer period is required by law. In such a case, the return or destruction shall take place at the end of the retention period. The Licensee shall assure APIS in writing that the Licensee and all its affiliated companies have complied with these obligations.

7. Cooperation, obligation to investigate and requirement to give notice of defects

7.1 The Licensee shall get themselves informed about the essential functional features of the software under the contract and its technical requirements (e.g., with regard to database, operating system, hardware and data carriers). The Licensee shall bear the risk as to whether the software meets the requirements and circumstances. In case of doubt, the Licensee may seek advice from APIS employees or expert third parties prior to concluding the contract.

7.2 The Licensee shall provide for the working environment of the software under the contract (hereinafter “IT systems”) in accordance with the specifications of APIS, if applicable. It is the Licensee's responsibility to ensure the proper operation of the necessary IT systems, if required through third-party maintenance contracts. The Licensee shall in particular observe the specifications of the documentation.

7.3 The Licensee shall thoroughly assess the Software under the contract for freedom from defects before commencing its operational use.

7.4 The Licensee shall take reasonable precautions in the event that the software under the contract does not work properly in whole or in part (e.g., by means of data backup, fault diagnosis, regular checks of the results). In the absence of an express written notice in individual cases, all persons employed by APIS within the scope of providing services may act on the assumption that all data with which they may come into contact are saved.

7.5 If the software has been purchased, the Licensee shall assume the obligation to inspect and give notice of defects with regard to all deliveries and services of APIS in accordance with art. 377 HGB (German

Commercial Code). The Licensee shall give notice of defects in writing, including a specific description of the problem. Only persons authorized by the Licensee are entitled to give notice of defects.

7.6 The Licensee shall bear any disadvantages and additional cost resulting from breach of duty.

8. Material defects and defects of title, other defects of performance

8.1 APIS warrants the owed quality of the Software under the contract and that no third party rights oppose to the agreed rights of use being granted to the Licensee. This section 8 shall apply to the software purchase contracts and lease contracts including free transfer.

8.2 In the event of proven material defects, APIS shall provide warranty by means of subsequent performance in such a way that APIS, at its option, provides the Licensee with a new, defect-free software version or remedies the defect (e.g., by means of service packs, patches, etc.). The remedy of the defect may also consist in APIS showing the Licensee reasonable possibilities to avoid the consequences of the defect.

8.3 In the event of proven defects of title, APIS shall warrant by way of subsequent performance by providing the Licensee with a legally flawless opportunity to use the Software under the contract or, at its option, with replaced or modified Software of equivalent value. The Licensee must accept a new software version if the contractual scope of functions is maintained and the acceptance is reasonable.

8.4 If the subsequent performance finally fails after expiration of a reasonable grace period to be set by the Licensee, the Licensee may withdraw from the contract in case of software purchase, terminate the contract extraordinarily in case of software lease, or reduce the remuneration in both variants. APIS shall pay damages or compensation for futile expenses due to a defect within the limits set forth in clause 10.

8.5 The limitation period for claims according to sections 8.1 to 8.4 above shall be twelve (12) months in case of software purchase and shall commence with the delivery of the Software under the contract. The reduction of the limitation period shall not apply in case of intent or gross negligence by APIS, fraudulent concealment of the defect, personal injury or defects of title in terms of art. 438 sec. 1 no. 1a BGB (German Civil Code).

8.6 For defects in rectification services, bypasses or new deliveries by way of subsequent performance, the

limitation period shall also end at the time specified in section 8.5 above. However, if APIS, by consent of the Licensee, reviews the availability of a defect or provides subsequent performance, the limitation period shall be suspended until APIS notifies the Licensee of the result of the review or declares the subsequent performance to be terminated or refuses subsequent performance. The limitation period shall commence at the earliest three months after the end of the suspension.

8.7 If APIS provides troubleshooting and correction services without being obligated to do so, APIS shall be entitled to invoice the expenses actually incurred. That shall apply in particular if a reported material defect cannot be proven or cannot be attributed to APIS, or if the Software covered by the contract is not used in accordance with the documentation. In particular, the additional expenses incurred to APIS by the remedy of defects due to the fact that the Licensee has not properly fulfilled its obligations to cooperate, has operated the Software covered by the contract improperly or did not make use of services recommended by APIS shall also be remunerated.

8.8 Claims for defects shall not extend to IQ-Software under the contract, which the Licensee or a third party modifies without the consent of APIS. That shall not apply if the Licensee proves that such modification is not the cause of the reported defect or if the Licensee merely installs new program versions made available by APIS.

8.9 Furthermore, claims for defects shall not extend to IQ-Software under the contract, which the Licensee does not use in the agreed hardware and software environment or in the hardware and software environment indicated as necessary in the Documentation, unless the Licensee proves that such use is not the cause of the reported defect.

8.10 If a third party asserts claims that conflict with the exercise of the contractually granted right of use, the Licensee shall promptly and comprehensively inform APIS in writing. If the Licensee discontinues the use of the software under the contract in order to mitigate damages or for other important reasons, the Licensee shall be obligated to inform the third party that the discontinuation of use does not constitute an acknowledgement of the alleged infringement of property rights. The Licensee shall conduct the legal dispute with the third party only in consultation with APIS or authorize APIS to conduct the legal dispute.

8.11 If APIS does not provide services or does not provide services properly outside the scope of liability for

material defects and defects of title or if APIS commits any other breach of duty, the Licensee shall always notify APIS thereof in writing and grant APIS a grace period to provide APIS with the opportunity to properly perform the service or to remedy the situation in any other way.

8.12 During free use (e.g., CDM Server Basic, university or trial version), liability for defects shall be excluded, unless APIS has fraudulently concealed the defect.

9. Maintenance

9.1 The Licensor shall be obligated to provide program maintenance that goes beyond the removal of material defects only if an additional software maintenance agreement is concluded.

10. Limitation of liability

10.1 Unless otherwise provided for in these General Terms and Conditions, the liability for damages of APIS shall be governed by law, as modified by the following provisions of this section 10.

10.2 APIS shall be liable without limitation for damage caused by intent or gross negligence, in the event of fraudulent concealment of defects, the assumption of a guarantee of quality, for claims based on the German Product Liability Act as well as for damage resulting from injury to life, body and health.

10.3 In the event of a slightly negligent breach of a primary performance obligation or a secondary obligation, the breach of which compromises the achievement of the purpose of the contract or the fulfillment of which makes the proper execution of the contract possible in the first place and on the compliance to which the customer could rely (hereinafter "material secondary obligation"), the liability of APIS shall be limited to damages typical for the contract and foreseeable at the time the contract is concluded. APIS shall not be liable for slightly negligent breach of secondary obligations that are not material secondary obligations.

10.4 During free use (university or trial version, CDM Server Basic), liability shall be limited to intent and gross negligence, unless APIS has fraudulently concealed a defect.

10.5 There shall be no strict liability of APIS for initial defects pursuant to art. 536a sec. 1 alt. 1 BGB (German Civil Code) or a corresponding regulation unless the requirements of section 10.2 above are met.

10.6 The Licensee shall be obligated to conduct appropriate data backups and to create backup copies of all data and programs in machine-readable form at least once a day for that purpose. In the event of data loss which APIS is responsible for, the liability of APIS shall be limited to the costs of restoring data that the Licensee could not have prevented by fulfilling the aforementioned obligation or by taking other reasonable measures.

10.7 APIS shall be liable only for damage caused by the failure of systems of the contractual IQ-Software if such a loss could not have been avoided by the Licensee despite appropriate and regular data backup measures in accordance with Section 10.6.

10.8 Except for claims in tort, customer claims for damages for which the liability of APIS is limited pursuant to this section 10 shall become statute-barred twelve (12) months after the statutory commencement of the limitation period.

10.9 The provisions above shall also apply in favor of the employees, representatives, bodies and vicarious agents of APIS.

11. Obligation of secrecy, data privacy

11.1 The parties shall undertake to treat all confidential information of the other party obtained prior to and in the course of the performance of the contract as confidential for an unlimited period of time in the same way as they protect their own comparable confidential information, at least though with reasonable care. Disclosure by the receiving party to third parties shall be permissible only to the extent necessary to exercise the rights of the receiving party or for the performance of the contract, and such persons shall be subject to substantially similar confidentiality obligations as set forth herein. Duplicates of confidential information of the other party shall – as far as technically possible – contain all notices and annotations regarding its confidential or secret character contained in the original. Confidential Information shall be such information of a party that (a) is marked as confidential, (b) is subsequently marked as confidential by the information provider within 14 (fourteen) days after its transmission and – in case of verbal transmission – is summarized in writing or (c) is reasonable to be regarded as confidential (“confidential information”). The source code of the Software under the contract is confidential information.

11.2 Section 11.1 above shall not apply to confidential information which (a) has been independently developed by the receiving party without using the confidential information of the disclosing party,

(b) has become generally publicly available without breach of contract by the receiving party or has been lawfully received without obligation to maintain secrecy from a third party entitled to provide such confidential information, (c) was known to the receiving party without restriction at the time of disclosure or (d) is exempt from the above provisions by written consent of the disclosing party.

11.3 APIS processes the personal data of the Licensee and its users exclusively within the scope of the statutory provisions. More detailed information is available in the privacy policy, which the Licensee can view at any time at <https://www.apis-iq.com/privacy-policy/>.

12. Export regulations and sanctions

12.1 If dongles are used, they may be subject to the export control laws of various countries, in particular the laws of the United States of America and the Federal Republic of Germany. The Licensee shall agree not to export dongles to countries or to natural persons or legal entities that are subject to export bans under the relevant export laws. Furthermore, the Licensee is responsible to comply with all applicable legal requirements of the country in which Licensee's headquarters are located and other countries with respect to the use of dongles by the Licensee and, if applicable, its affiliated companies.

12.2 If the IQ-Software under the contract is subject to export control regulations, requirements for action prior to export or sanctions, the Licensee shall point out such fact prior to or at the latest at conclusion of the contract; Section 12.1 shall apply accordingly.

12.3 APIS shall not be liable in the event of sanctions, export control regulations or export bans, including those issued at the time or after the contract is concluded, which apply to the IQ-Software covered by the contract and/or dongles, even if they impair, suspend or exclude the contractual use or usability of the software.

13. Place of performance, applicable law, place of jurisdiction, arbitration, partial invalidity

13.1 Unless otherwise agreed, the place of performance for delivery and payment shall be the official place of business of APIS.

13.2 German law shall apply, excluding the UN Convention on Contracts for the international Sale of Goods.

13.3 Unless APIS makes use of the right to initiate arbitration proceedings provided for in section 13.4 and unless the Licensee is a merchant, a legal entity under public law or a special fund under public law or unless the Licensee has no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from the contractual relationship between APIS and the Licensee shall be the court having jurisdiction for the official place of business of APIS. However, APIS shall be entitled to sue the Licensee at any other statutory place of jurisdiction.

13.4 Instead of proceedings before an ordinary court pursuant to clause 13.3 above, APIS shall alternatively be entitled to initiate arbitration proceedings, excluding legal recourse in accordance with the provisions in the following paragraph.

13.5 If the Licensee asserts claims against APIS and intends to take legal action, APIS shall be entitled to choose between ordinary court proceedings and arbitration within a period of 21 days after receipt of the corresponding written request by the Licensee. If APIS does not exercise the right of choice or does not do so in time, the Licensee shall be entitled to choose between the conduct of ordinary court proceedings and arbitration.

13.6 In the event of arbitration proceedings, all disputes shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS), excluding legal recourse. The place of arbitration shall be the official place of business of APIS. The court of arbitration shall consist of three arbitrators if the amount in dispute exceeds EUR 50,000.00, otherwise the court of arbitration shall consist of one arbitrator. The language of the arbitration proceedings shall be German.

13.7 Unless otherwise provided, contractual notices and declarations shall be made at least in text form.

13.8 If any of the provisions of these General Terms and Conditions is or becomes invalid, this shall not affect the validity of the remaining provisions. The parties agree for such case that the invalid provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same shall apply in the event of any gaps in these General Terms and Conditions.

13.9 In case of discrepancies, the German version of these General Terms and Conditions shall apply.

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