

General Terms and Conditions GBS Cloud Services

Provision of Security Cloud Services (SecurityaaS and/or "Service") between:

Business User hereinafter referred to as "**User**" and/or "**Customer**"

and

"**GBS Europa GmbH**"

with registered office and registered address in: Zur Giesserei 19-27B, 76227 Karlsruhe, Germany, hereinafter referred to as "**Provider**" and/or "**GBS**". Commercial Register HRB 727551

Hereinafter collectively referred to as "**Parties**".

1. PREAMBLE

1.1 Applicable documents

These General Terms and Conditions of Use ("GTC") and all other documents such as e.g. the **Data Protection Annex (DPA)**, the **Service Description**, the **Service Level Agreements (SLA)** as an integral part of these ("GTC") apply to your own use of the Platform by companies (§ 14 BGB), public corporations or special funds under public law as end users.

The documents can be downloaded at any time under <https://www.gbs.com>

1.2 Changes to the GTC

The provider reserves the right to change these GTC. Significant changes to the contract will be communicated to the user in text form. The user then has 4 weeks to object to these changes in text form. If the user objects, the provider has the option of extraordinarily terminating the contractual relationship concluded in accordance with these GTC for the services made available to the user.

1.3 Annex Data Protection (GDPR)

Part of the contractual agreements between the provider and the user is also a data protection system - this can be called up at any time under <https://www.gbs.com>.

1.4 Order, offer, proposal

The Provider's objective is to provide the Customer with Security Cloud Services for a fee to the extent and in accordance with the subscription chosen by the Customer that covers a specific order document, order, offer or accepted proposal.

1.5 Provision of services

The service is provided on a non-exclusive basis and contains the products developed and owned by GBS or for which the provider ensures that it has all necessary IP rights (Intellectual Property Law, or "IP rights" for short, typically include patents, utility models (so-called "small patent"), design patents (designs), semiconductor topographies, plant varieties and

trademarks) in order to fulfil its rights and obligations as described in these GTC.

1.6 Specifications

A detailed description of the services can be found in the documents for the service description.

1.7 Copyrights own products

GBS reserves all copyrights to all its own products, which are the basis for the provision of the services in accordance with these GTC.

The GBS software including the associated documentation is protected by copyright. The same applies to any third-party software included in the scope of delivery. "Documentation" means the Provider's documentation supplied or made available to Customer with the Services subscribed to by Customer.

Customer acknowledges that these Terms apply to Cloud Services and GBS will not provide Customer with copies of the Software as part of the Service.

SERVICE OF THE PLATFORM

1.8 Service of the platform

The functions of the platform can be viewed in the service description.

1.9 Right of amendment

The provider reserves the right to change the platform at its reasonable discretion (§ 315 BGB) taking into account the interests of the user, provided that this does not affect the essential contractual obligations of the provider.

1.10 Nature of the platform

The Provider does not owe any quality of the Platform that goes beyond that specified in this document.

1.11 Interoperability

The interoperability of the platform with hardware and software available to the user is not an owed quality.

1.12 Responsibility of the user

The user is responsible for establishing Internet access.

1.13 Access to the platform

Access to the platform is via the Internet.

Access to the platform is provided to the user as an executable service via a web portal (in the browser).

1.14 Mobile App

Certain functionalities may also be accessible via a mobile application, provided that the customer's subscription package allows it.

1.15 Offer of the platform by third parties

The provider is entitled to offer the platform itself or through third parties.

1.16 Functionality depending on subscription

By commissioning the subscription, GBS grants the customer the right to access and use the respective functionality of the security service, depending on which subscription the customer has chosen.

SERVICE USAGE

2 Right of use

2.1 Access and use of the Services

GBS grants the customer on a non-exclusive basis the right on access and use of the Services, as set out in these GTC and the selected subscription set.

3 Use of the platform

3.1 Prerequisite for using the platform

To use the platform, a one-time registration as a user is required via one of the following ways:

- by filling in an electronic form in the web portal or,
- by sending an e-mail to the provider or,
- by concluding a written contract,

where all these methods require at least the specification of an **e-mail address** that is used as a **username, first name, last name**.

3.2 Contract

By carrying out one of the aforementioned measures, the user submits a legally binding application to the provider on behalf of the customer. This is confirmed or rejected by the provider; in the event of confirmation by the Provider, the Customer declares that he is entitled to bind the respective company to these Terms and Conditions (GTC).

4 Restrictions

4.1 Scope of license rights

Customer shall not be granted any license rights in respect of the Product and Services other than those expressly set forth in these Terms and Conditions and the corresponding Service Description.

4.2 Prohibition of abuse

Under no circumstances shall the Customer be entitled to use the license, or any part of the license granted to the Customer under these GTC for purposes other than those expressly specified in these GTC.

4.3 Transfer of rights and obligations

Customer has no right, among other things: to transfer, resell, reassign, reuse, etc. the Services and its own rights and obligations in relation to the Services.

4.4 Prohibition of manipulation

Customer may not disable, manipulate, or otherwise attempt to circumvent any billing mechanism that measures use of the Services.

4.5 Only intended use

The customer may only use the services in accordance with the provisions of these GTC. Customer may not reverse engineer, decompile, disassemble, or circumvent any technical limitations on the Services.

The customer must not and must not allow anyone to do so, including but not limited to:

- reissue the services,
- make the Services available to third parties who are not authorized under these Terms and Conditions;
- use or access the Services to provide service office, time-sharing or other computer hosting services to third parties;

- modify the Services or the Documentation or create derivative works from them ("Documentation" means the User Manuals, Online Help, Release Notices, Training Materials and other documentation provided or made available to Customer by GBS for the use or operation of the Services.)
- Remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the software used to provide the Services or in the Documentation.

4.6 Ownership rights

Subject to the limitations contained herein, GBS (or its subcontractors) owns all right, title and interest in and to the Services, Documentation and other services provided under these Terms, including all modifications, improvements, upgrades, derivative works and related feedback, and the intellectual property rights contained therein.

4.7 Intellectual property rights

"Intellectual Property Rights" means patents of any kind, design rights, utility models or other similar invention rights, copyrights, rights in mask works, trade secrets or confidentiality rights, trademarks, trade names and service marks and all other intellectual property rights, including registrations and registrations for any of the foregoing, in any country arising out of statutory or customary provisions or from contracts and whether completed or not, exist now or are subsequently registered, granted or acquired.

5 End User

The Customer controls the access of the End Users and is responsible for their use of the Product in accordance with these GTC.

6 Updates and maintenance

6.1 Changes to the Services

GBS may make changes to the Services to ensure their proper operation and security resistance.

6.2 Service interruptions

All updates are non-disruptive and should not result in service interruptions.

6.3 Expected failures

In the rare cases where downtime is to be expected, GBS will schedule the activity and notify the Customer at least 1 (one) week in advance of the exact execution period.

Exceptions to this may apply if the service is disrupted or vulnerable and critical updates need to be made urgently to prevent outages or data breaches.

6.4 Regular updates

Regular non-disruptive updates are performed to ensure that the system is backed up and up to date.

7 Prices, terms of payment, delay

7.1 Amount of costs

The amount of the cost of paid services on the platform depends on the choice of functions and services configured by the user. For the paid services, the tariffs or the prices stated in the order apply on the day of the order. Tariff changes become effective when the user has agreed to the selected tariff. All prices are quoted in EUR and do not include Value Added Tax (VAT).

7.2 Remuneration

The customer owes the provider a remuneration as described in one of the following ways. The portal provides offer details for available subscription offers, which can basically be categorized into one or a combination of the following:

7.2.1 Commitment offers

The customer undertakes in advance to purchase a certain number of services for use during the term and to pay in advance or at regular intervals during the term before use. Additional or other uses (e.g. uses that exceed the customer's obligation quantity) may be invoiced as a consumption offer.

7.2.2 Consumption offer (also known as pay-as-you-go).

The customer pays based on the actual use in the previous month without prior obligation. Payment is made monthly on a regular basis.

7.2.3 Order

Additional orders are processed with the written consent of the customer, in which he agrees to the quantity, the type of licenses and the price. This is achieved by the customer placing an order by e-mail on the basis of a valid offer. If a more automated approach is available in the future, the customer will be notified and decide whether he wants to use it.

7.3 Pricing and payment terms.

7.3.1 Payments are due 15 (fifteen) days after invoicing.

The Provider hereby undertakes to issue the original invoice to the Customer after the Customer has subscribed to the Service and can use it. No prior or subsequent approval of the customer is required for the issuance of the invoice. Upon receipt, the service is deemed accepted and the invoice amount is due.

7.3.2 Commitments

In the case of commitment offers, the price level may be based on the quantity of services ordered by the customer. For some offers, the customer can change the quantity and quality of the services ordered during the term, and the price level can be adjusted accordingly. However, changes in the price level do not apply retroactively.

During the term of the Customer Subscription, the prices for Services will not be changed at the time of the start or extension of the Customer's commitment period, except for previews where the prices are marked as temporary.

All prices are subject to change at the beginning of each subscription renewal.

7.3.3 Consumer Offers

In the case of consumer offers, the prices can be changed at any time with a **1 (one)-month** notice period.

7.4 Obligation

The Customer undertakes to make all payments under this Agreement to the following bank account of the Provider:

Volksbank Karlsruhe

BIC: GENO DE61KA1

IBAN: DE47 6619 0000 0055 0098 05

TERM OF SUBSCRIPTION / GTC

8 Period of validity

8.1 Runtime

These GTC come into force on the day of commissioning a Cloud Security Service and shall remain in force until termination or expiry of all subscriptions running under it.

8.2 Termination, minimum term

The subscription to the platform runs until the termination of the subscription by the user, but not shorter than the minimum term specified in the service description of the respective service.

8.3 Period of notice

The Provider may terminate the User's subscription on the Platform with a notice period of **30 days**. Before the termination of the subscription by the Provider, the User will be informed by the Provider by e-mail so that he can take the necessary measures to compensate for or minimize any downtime of the associated services. Termination can be made by deleting the user account.

8.4 Automatic renewal

The minimum contract period is defined in the service description. If neither the user nor the provider terminates the contract in writing at the latest one month before the end of the agreed term, the term of the fee-based services shall be extended again by the minimum subscription period.

8.5 Consequences of termination of subscription

Upon termination of the subscription, the user's profile, access to the platform and all data flows associated with this user via the platform will be blocked. The member profile and the user's data will be deleted within **168 (one hundred and sixty-eight) hours** after deletion of the user account.

8.6 Extraordinary termination

The right to extraordinary termination for good cause (§ 314 BGB) remains unaffected by this. An important reason for the provider is given in particular if

- the user has continued and culpably violated these GTC in a serious manner or despite a warning from the provider, or
- the user is in default with the payment of the costs for the use of fee-based services despite a warning from the provider and a payment period of at least two calendar weeks.

RIGHTS AND OBLIGATIONS OF THE PARTIES

9 Content and obligations of users

9.1 The customer is solely responsible for the customer data

Customer is solely responsible for the content of all Customer Data and will secure and maintain all rights to Customer Data necessary for GBS to provide the Services to Customer without infringing the rights of third parties or otherwise obliging GBS to Customer or third parties.

9.1.1 No further obligation on the part of GBS

GBS shall at no time assume any further obligations with respect to customer data or Customer's use of the Product Services than those expressly set forth in these Terms and Conditions or required by applicable law.

9.1.2 The customer is responsible

The customer himself is responsible for compliance with the legal provisions regarding the content posted for him.

9.2 Prohibition of abuse

In particular, users are prohibited from doing the following, violating third-party property rights such as trademark, copyright and name rights, posting offensive, defamatory, pornographic, youth-endangering or otherwise criminally relevant content unreasonably harassing other users and/or third parties, e.g. through unwanted advertising (spam) and offensive or sexually oriented communication, and trying to use the platform, the security systems used by the provider or the impair content available on the platform by altering data, computer sabotage, falsifying evidentiary data, suppressing evidentiary data, computer fraud, spying on data, interception of data or other criminal offences, whereby corresponding attempts are reported by the provider to the competent public prosecutor's office.

9.2.1 Customer Input

Customer is solely responsible for collecting, entering and updating all Customer Content stored on the Host and ensuring that the Customer Content does not contain anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or contain anything that is obscene, defamatory, harassing, offensive or malicious.

9.2.2 The customer commits to:

- a) notify GBS immediately of any unauthorized use of a password or user ID or any other known or suspected breach of security;
- b) inform GBS immediately and make reasonable efforts to prevent any unauthorized use of the Service that is known or suspected to the Customer; and
- c) Not to provide false identity information in order to access or use the Services.

10 Return and deletion of customer data. "EXIT-Management"

The customer can extract and/or delete his own customer data at any time. Customer data include settings for single sign on in the customer's Microsoft O365 client; Quarantined emails; Settings for mail processing; Email Signature Templates Logo/Active Directory LDIF for Email Signatures and Permissions.

10.1 Retention periods

If a subscription expires or ends, GBS will retain all Customer Data that Customer has not deleted for at least **30 (thirty) days** so that Customer can extract it, except for free trial versions, where GBS may delete Customer Data immediately without retention period, but no later than **30 (thirty) days** after the trial expires.

10.2 Deletion of customer data

Upon expiration of this retention period, GBS will delete all Customer Data, including all cached or backup copies, within **7 (seven) days** of the end of the retention period.

10.3 No further retention obligation

The Customer agrees that GBS has no additional obligation to further retain, export or return Customer Data and that GBS shall not be liable in any way for the deletion of Customer Data in accordance with these Terms.

10.4 Statutory retention periods

Excluded from this are statutory retention periods.

11 Suspension

11.1 GBS reserves the right to suspend Customer's use of the Services if:

- a) this is reasonably necessary to prevent unauthorized access to Customer Data;
- b) the customer does not respond within a reasonable period of time to a claim for alleged infringement;
- c) the customer does not pay amounts due under these GTC; or
- d) the customer violates other provisions of these GTC.

11.2 Consequences of suspension

If one or more of the above conditions in Art. 11.1 a), b) and/or d) occur, then a suspension applies to the minimum necessary part of the Services and is only effective as long as the condition or need exists.

GBS will notify Customer prior to the suspension unless GBS reasonably believes that an immediate suspension is necessary.

GBS may also terminate the Account if Customer's use of the Services is suspended more than twice within a period of 12 (twelve) months.

GBS reserves the right to suspend the provision of the Services if GBS reasonably concludes that Customer is causing direct, serious and/or ongoing damage to GBS or others.

GBS shall not be liable to Customer or any third party for any liabilities, claims or costs arising out of or in connection with any suspension of the Services under this Section.

11.3 Right of suspension

In the event that the Customer does not pay within the relevant period as described in OArticle 7, including in the event of non-payment due to an emergency and/or force majeure, GBS reserves the right, without prior notice and without further formalities, to suspend the services to be provided until full payment of the outstanding amount. The date of payment is the date on which the respective amount is credited to the bank account of GBS.

11.4 GBS is not responsible for suspension

In the event of suspension of the services to be provided, GBS shall not be responsible for these actions and any other resulting effects therefrom. Customer shall defend, indemnify and hold GBS harmless from and against any and all claims, suits, demands, liabilities and damages arising directly or indirectly from Customer, its affiliates or end customers arising out of any third party claims (including but not limited to claims by or against Customer's suppliers, contractors or customers) arising out of the Services and/or use of the Services.

12 Customer's duty to cooperate

12.1 Provision of information

The customer shall provide all necessary information for the initial setup in a timely manner, such as e.g., technical details, company data, contact details of the responsible person, etc., so that GBS can provide the services.

12.2 Accuracy and punctuality of information

Customer acknowledges that GBS's ability to provide the Services in the manner intended may depend on the accuracy and timeliness of such information and support.

13 Compliance with the law

13.1 The customer is obliged to comply with the law

Customer is required to comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including laws on data protection, international communications and the transfer of technical or personal data.

13.2 GBS has no control over the information

Customer acknowledges that GBS has no control over the content of the information submitted by Customer through the Services.

13.3 In addition, the customer may not ...

Customer may not upload, publish, reproduce or distribute any information, software or other material protected by copyright, privacy or other intellectual property rights without first obtaining the permission of the owner of such rights.

14 Right to copy customer content

Subject to the terms and conditions of these GTC, Customer grants GBS a limited, non-exclusive and non-transferable right to copy, store, configure, execute, display and transmit Customer Content solely to the extent necessary for the provision of the Services to Customer is required.

WARRANTY

15 Warranty

15.1 Warranty

GBS warrants that it will provide the Services in a professional manner and meet the terms of the SLA as detailed in the SLA document available at <https://www.gbs.com>.

15.2 Exclusion of warranty

This warranty is subject to the following limitations:

15.2.1 Limitations:

- any implied warranties, guarantees or conditions that cannot be excluded for legal reasons shall be effective 1 (one) year from the date of the commencement of the Limited Warranty;
- this warranty does not cover problems caused by accidents, misuse or use of the Services in a manner that is inconsistent with these Terms or the published documentation or guidance, or that are due to events beyond GBS's reasonable control;
- this warranty does not apply to problems caused by non-compliance with the minimum system requirements; and
- this warranty does not apply to previews or free quotes.

15.2.2 GBS does not guarantee uninterrupted service

GBS does not warrant that the Services will be error-free or uninterrupted.

15.2.3 The service is subject to external influences

Customer acknowledges that GBS does not control the transmission of data through communication facilities, including the Internet, and that the Service may be subject to restrictions, delays and other problems associated with the use of such communication facilities.

15.2.4 No guarantees

The parties acknowledge that GBS makes no warranties, express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose.

15.2.5 GBS is committed to ...

GBS undertakes to take all reasonable measures to ensure the availability, functionality, and security of the system.

15.2.6 GBS is not liable for ...

GBS cannot be held liable if the Customer is unable to use the Service for reasons caused by itself or one of its subcontractors.

15.3 Consequences of non-compliance with the SLA

If the terms of the SLA are not met, the Customer has the right to claim compensation with free use of the specific Service, which corresponds to the duration of the violation of the respective SLA. Compensation will be paid in the next subsequent accounting period.

LIMITATION

16 Restrictions on compliance

16.1 The parties are each liable indefinitely:

- in case of intent or gross negligence;
- to the extent of any warranty assumed by the respective party;
- in the event of fraudulent concealment of a defect;
- in case of injury to life, body, or health;
- according to the Product Liability Act.

16.2 Negligence

If essential obligations are negligently violated and the achievement of the purpose of these GTC is jeopardized, or in the case of negligent violation of obligations, the fulfillment of which is an essential prerequisite for the proper fulfillment of these GTC, the liability of the parties is limited to contractually typical, foreseeable damages.

16.3 Exclusion of liability in case of negligence

In all other respects, liability for damages caused by negligence is excluded.

16.4 No liability for consequential damages

Neither party shall be liable to the other party or any third party for any indirect, incidental, consequential, punitive or special damages, or for any damages arising out of loss of profits, income, business interruption or loss of business information (even if the party has been advised of the possibility of such damages) arising out of or in connection with these Terms.

16.5 The customer is solely responsible for ...

The customer is solely responsible for the acts and omissions of its administrator users. GBS is not liable for data or loss of functionality caused directly or indirectly by the administrator users.

16.6 Limitation

GBS shall not be liable in the event of negligence towards Customer, an End User or any other natural or legal person for any amount exceeding the total amount paid by Customer to GBS for the Services in the twelve months immediately preceding the event giving rise to the claim, and under no circumstances in total for all claims, which exceed an amount paid by the customer to GBS during the term of these GTC.

SECURITY, PRIVACY AND DATA PROTECTION

17 Safety

GBS maintains appropriate technical and organizational measures, internal controls and data security routines to protect customer data from accidental loss or alteration, unauthorized disclosure or unauthorized access or unlawful destruction. The customer bears full responsibility for the configuration of the email security platform to ensure adequate security, protection and backup of the customer data.

18 Privacy and data protection

GBS treats customer data in accordance with the requirements of the General Data Protection Regulation (GDPR). The details are regulated in a separate data protection annex (DPA).

19 Ownership of customer data

The customer retains all rights, titles and interests to and in the customer data. GBS does not acquire any rights to the Customer Data, except for the right to host the Customer Data as part of the Services, including the right to use and reproduce the Customer Data only to the extent necessary to provide the Services.

20 Use of customer data

GBS uses the customer data exclusively for the provision of the services to the customer. This use may also include troubleshooting and troubleshooting to prevent, find, and troubleshoot problems with the operation of the Services. It may also include improving features to find and protect against threats to users.

21 Third-party technology

21.1 No third-party license

Unless expressly stated in the service description or documentation, GBS does not provide a license to use third-party products.

21.2 License agreement with third parties

All third-party products that are not licensed through GBS are subject to the respective vendor's license agreement and/or other specific terms.

21.3 Third Party License Information

GBS provides information about the special conditions of the subcontractors on the GBS website under <https://www.gbs.com>. More information can be found on the official websites of the subcontractors and in case of questions you can contact the respective subcontractor.

21.4 Acceptance of third-party terms and conditions

By accepting these GTC of GBS, the customer declares that he has read, understood, and accepted the respective terms and conditions of the subcontractors, even if they were supplied with the respective guidelines and documentation.

21.5 Regulation by license agreement with third parties

Customer's right to use third-party technology, which may be appropriate or necessary for use with some GBS programs and services, is governed by the terms of the Third-Party Technology License Agreement.

21.6 Right of use of third-party products

Any third-party products included in or provided with the Services may only be used as part of the Services.

21.7 Third Party Limited License

The End User Licenses for such Products allow the End User to use the Products in their entirety, with data access limited to data created or used by the Products (referred to as the "Limited License").

21.8 No warranty for direct purchase from third parties

GBS makes no representations or warranties regarding the license terms, or the operation of third-party products obtained directly from a third party.

21.9 In the case of direct purchase, responsibility lies solely with the customer

Customer or End Users are responsible for support and maintenance of third-party products not licensed through GBS. GBS is not responsible in this regard.

22 Third-party enquiries

22.1 No transfer of customer data to third parties

GBS does not disclose Customer Data to third parties (including law enforcement agencies, other government agencies or civil litigants; with the exception of GBS's subcontractors), except at the customer's direction or as required by law.

22.2 Request for disclosure to third parties

Should a third-party contact GBS with a request for customer data, GBS will attempt to redirect the third party to request this data directly from the customer. As part of this effort, GBS may share Customer's basic contact information with the third party.

22.3 Notification of Forced Disclosure

In the event that GBS is required to disclose Customer Data to third parties, GBS will promptly notify the Customer and provide a copy of the request, unless prohibited by law.

22.4 The customer is responsible for inquiries from third parties

The Customer is responsible for responding to requests from third parties regarding the use of the Services, such as e.g.

requests for the removal of content in accordance with the Personal Data Protection Act, in particular the provisions of the GDPR.

23 Subcontractors

23.1 Right to use third-party technologies and services

GBS may use third-party services and software licenses to provide and supplement the described services, such as the Microsoft Azure platform for hosting the Solution, third-party anti-virus and anti-spam engines to improve customer protection.

23.2 Right to subcontract

GBS may engage other companies to provide limited services on behalf of GBS, such as customer support. Such subcontractors may only receive Customer Data for the purpose of providing the Services for which they have been engaged by GBS and are prohibited from using Customer Data for any other purpose.

OTHER PROVISIONS

24 Confidential Information

24.1 Obligation to secrecy

The parties undertake not to disclose to third parties any information known to them about the performance of the Service, even after its termination, unless the disclosure of such information is necessary for the performance of the Service or due to an applicable normative act.

24.1.1 Definition of "confidential information"

For the purposes of this provision, "Confidential Information" means all technical or other data, business plans, information for employees, business records, business partners, documents relating to projects, marketing reports, list of employees and their data, signed contracts, contractual relationships, model contracts, policies and procedures relating to this Service.

24.1.2 Definition of "Disclosing Party"

For the purposes of this provision, "Disclosing Party" means any party that discloses Confidential Information, and "Receiving Party" means any Party that receives Confidential Information under these Terms.

24.1.3 Confidential information is also ...

Confidential Information also means any information that protects the disclosing party from unrestricted disclosure to others provided by the disclosing party or its representatives to the receiving party or its representatives in writing or in any other tangible form and clearly identified as confidential or protected at the time of disclosure by a corresponding legend indicating: that the information is considered confidential or proprietary by the disclosing party, including but not limited to information relating to such information:

- the activities of the disclosing party;
- the research and development or investigations of the disclosing party;
- the business of an end user or partner of the disclosing party;
- the characteristics, employees, finances, and activities of the disclosing party;
- the following information relating to software and related documentation, including but not limited to Vendor's products and materials (respectively, the "Disclosing Party Software"): discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, techniques and processes relating to the disclosing party's software; and

- f) Product offerings, content partners, product prices, product availability, technical drawings, processes, ideas, techniques, formulas, data, schemes, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies.

24.1.4 Form of confidential information at the time of disclosure

If the Confidential Information is not in written or other tangible form at the time of disclosure and the disclosure is oral or visual, the Disclosing Party agrees to mark it as confidential or proprietary at the time of disclosure and to summarize the Confidential Information in writing and transmit such summary within thirty (30) calendar days of the oral or visual disclosure.

24.1.5 Prohibition of marking as confidential or protected

Neither party may mark as confidential or proprietary any information that is not believed in good faith to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.

24.1.6 The following information is considered confidential:

Without limiting the meaning of the foregoing in any way, the following information shall be considered confidential information, whether or not marked as confidential:

- a) the business plans of the disclosing party;
- b) the algorithms, specifications, source codes, and interfaces of the Application Software contained in the Disclosing Party's software, as well as the programming techniques and programming concepts, processing methods, and system designs contained in the Disclosing Party's software.

24.2 Confidentiality after termination of this Agreement

The parties undertake not to disclose confidential information within the meaning of the foregoing, regardless of the reasons for this, even after termination of this Agreement for a period of 3 (three) years after termination of the contractual relationship.

24.3 Compensation in the event of non-performance

Each of the parties undertakes to indemnify the other party for the damage caused to it by the non-performance of the obligations under Articles 24.1 and 24.2.00 of this Contract.

25 References and publications

The provider may use the official logo and company name of the customer as a customer reference on its Internet website, in presentations of the company image as well as in marketing and PR materials. The external publication of references to projects and/or end customers of the customer is permitted with the written consent of the customer.

26 Communication

26.1 Contact details

Communication between the parties takes place by telephone or e-mail. Current contact details are stored at:

<https://gbs.com/en/contact>

All alerts notifications and documents in relation to these GTC are to be sent to:

For the provider to:

GBS Europa GmbH
Zur Giesserei 19-27B
76227 Karlsruhe
E-Mail: info@gbs.com

For the customer to: the e-mail address from which the order was received.

26.2 Papers and documents shall be deemed to have been served if ...

Papers and documents received by the parties before 17:00 CET of the respective working day shall be deemed to have been received on the same day. Papers and documents received by the parties after 5.00 p.m. of the respective working day shall be deemed to have been received on the next working day.

27 Termination

27.1 These GTC are terminated:

- a) After expiry of the period according to Art. 8 of these GTC.
- b) By mutual agreement of the parties in writing.
- c) In the event of termination of the GTC by the rightful party by the means prescribed by law.
- d) After a 1 (one) month notice period, which is sent by each party in writing to the other party.

27.2 Effects of termination

27.2.1 Validity beyond the expiry of the GTC

All provisions of these GTC, which by their nature extend beyond the date of expiry of these GTC, shall remain in force until their fulfilment, in particular all provisions for the protection of the intellectual property rights of the contracting parties, and shall apply to the respective legal successors.

27.2.2 On termination of these GTC or at expiration of the subscription period for some reason:

- a) GBS will immediately cease to provide the Services and all rights of use granted under this Agreement shall cease to apply. The Customer must pay all amounts due and owed before the termination takes effect. No refunds will be made.
- b) the customer must immediately cease using all materials and confidential information of GBS. All fees previously paid by the Customer are non-refundable, unless expressly stated otherwise in these GTC.

27.2.3 Consequences of termination by GBS

In the event that GBS terminates these GTC due to a violation by the customer, the customer must immediately pay GBS all amounts that are then due under these GTC and become due during the remaining term of these GTC but also after their termination.

28 Venue

For all unresolved questions arising from these GTC, the provisions of the applicable German legislation apply and the respective court in **Frankfurt am Main** is exclusively competent.

29 Transferring rights

The parties stipulate that none of them have the right has their rights and obligations from these GTC or some of them without express written Consent of the other party to third parties to be transferred. Notwithstanding this, the provider reserves the right to the right, at its own discretion, its demands to the customer to transfer what the customer is informed.