

# License Agreement for DREAMCOMPOSER® Software ("KURZ-TCS")

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## 1 Scope of Application

- 1.1 The KURZ-TCS shall apply to the provision of the software DREAMCOMPOSER® ("Software") by LEONHARD KURZ Stiftung & Co. KG ("KURZ") on the basis of a contract between KURZ and a business customer ("Customer"), depending on the package selected, for a fixed term in return for a rental fee or free of charge ("Freeware"). The Customer and KURZ are hereinafter jointly referred to as "Parties" and individually as "Party".
- 1.2 The KURZ-TCS shall apply accordingly to the provision of new versions (e.g. through patches, bugfixes, updates, upgrades) of the Software.
- 1.3 Terms and conditions deviating from these KURZ-TCS shall not apply unless KURZ has expressly agreed to them in writing.
- 1.4 The KURZ-TCS shall also apply to future transactions between KURZ and the Customer in the context of an ongoing business relationship, even if KURZ has not expressly referred to the inclusion of the KURZ-TCS in individual cases upon conclusion of the contract.
- 1.5 Any amendment to the contract must be made in writing.

## 2. Subject Matter of the Contract

- 2.1 The description of the quality of the Software is exclusively and conclusively defined in the respective documentation and technical specification of the Software provided by KURZ ("Specification"). For Software, usually the current valid user manual shall constitute the Specification. The user manual describes in detail which performance and features of the Software can be achieved with the contractual use. Relevant for the definition of the agreed quality and the contractual use of the Software shall only be the Specification (e.g. the user manual).
- 2.2 The Customer shall receive an electronic user manual for the Software as well as (if available) other documentation (e.g. operating instructions, help files, other technical information and documents).
- 2.3 The Customer shall not modify, reproduce or make publicly available the Documentation without the written consent of KURZ
- 2.4 KURZ shall be entitled to use subcontractors as vicarious agents to fulfill its contractual obligations.

## 3. Rights of Use to the Software

- 3.1 The Customer shall receive the non-exclusive, non-transferable, non-sublicensable right to the software, limited in time to the term of the contract and subject to termination, to access the functionalities of the Software (by means of a client) that are conclusively specified in the Specification in order to use the functionalities associated with the software in accordance with the contract. The respective access authorizations shall be determined by agreement. If necessary, further access authorizations (e.g. team licenses) can be granted by agreement. In the case of Freeware, there is no time limit on the right of use.
- 3.2 The Customer shall not receive any further rights to the Software. In particular, the Customer has no claim to the source code of the Software.

## 4. Restriction of the Rights of Use

- 4.1 The rights to use to the Software are exclusively granted to the persons who have been created as users by the Customer in the user administration interface. Furthermore, the Customer is not entitled to use the Software beyond the use permitted under the contract or to have it used by third parties or to make it accessible to third parties. In particular, the Customer shall not be permitted to sell or transfer the Software for a limited period of time, especially not to rent or lend it or to reproduce parts of it, unless this is absolutely necessary for the purpose of error correction and KURZ is in default with the correction of the error. Any changes made by the Customer in the course of rectifying the error shall be

documented and notified to KURZ. The copies of the Software used for the distribution of the Software for the intended use or for proper data backup shall be part of the intended use.

- 4.2 The Customer is not entitled to analyze, reassemble or edit or modify the Software in any way whatsoever. The Customer is not permitted to retranslate the Software into other code forms ("decompiling") or other types of reverse engineering of the various production stages of the Software, subject to legal permission.
- 4.3 The Customer shall not be entitled to remove, alter or make illegible the proprietary and copyright notices, serial numbers, version numbers, stickers, labels or trademarks of KURZ or other manufacturers contained in the Software or in the user manual or other documentation.
- 4.4 If the rights of use of Software are limited to a hardware or software environment defined in the contract, any use deviating therefrom shall require the written consent of KURZ. If a hardware or software environment defined in the contract is not functional, the use shall be permitted without the written consent of KURZ until it is restored in another environment.
- 4.5 In the event that the Software contains program components of third parties (e.g. Open Source Software), KURZ shall integrate the relevant copyright notices and license terms into the Software to the extent required by the license terms of the third party software. The Customer shall comply with the respective copyright notices and license conditions.

## 5 Obligations of the Customer, Nonconforming Use

- 5.1 The Customer shall fulfill its obligations regarding the performance and execution of the contract. The Customer particularly shall
  - 5.1.1 name all authorized users intended by it for the use of the Software in the user administration interface, to the extent permitted by law. The Customer further undertakes to notify KURZ of any change in the assignment of these users in the user administration interface caused by organizational changes, change of employees or similar.
  - 5.1.2 protect the usage and access authorizations assigned to him or the users as well as identification and authentication safeguards against access by third parties and not pass them on to unauthorized third parties.
  - 5.1.3 obtain the required consent of the respective data subject if it collects, processes or uses personal data in the course of using the Software and no statutory permission applies.
  - 5.1.4 ensure that all intellectual property rights, copyrights and other rights of third parties are observed (e.g. when using texts and data of third parties).
  - 5.1.5 not misuse or allow the misuse of the Software, e.g. not offer or transmit information with unlawful or immoral content or refer to such information which encourage crime or glorify or trivialize violence, which is sexually offensive or pornographic, or which is suitable to seriously endanger the moral and/ or welfare of children and teenagers or which can damage the reputation of KURZ.
  - 5.1.6 refrain from any attempt by itself or by an unauthorized third party to unauthorized retrieve information or data or intervene in programs that are operated by KURZ or to intervene or invade KURZ's data networks.
  - 5.1.7 not use the possible exchange of electronic messages for the unsolicited sending of messages or information to third parties for advertising purposes („spamming“).
  - 5.1.8 indemnify KURZ against any and all third party claims which are based on an unlawful use of the Software by the Customer or with his consent, or which arise from claims including but not limited to claims regarding privacy, copyright or other legal disputes and which are related to the use of the Software by the Customer. If the Customer realizes or needs to realize that such an infringement is imminent, the Customer has the duty to inform KURZ immediately.
  - 5.1.9 check data and information prior to transmission for viruses and use state-of-the-art anti-virus software.
- 5.1.10 ensure that the users authorized by Customer comply with the provisions set for the use of the Software.
- 5.2 KURZ shall be entitled to temporarily block access to the Software in whole or in part or to terminate the contract without notice for good cause in the event of an unlawful or serious breach by the Customer or the authorized users designated by the Customer of one of the material obligations set out in 5.1. Access shall not be restored until the breach of the material obligation concerned has been permanently remedied or the risk of repetition has been ensured by submitting an appropriate cease-and-desist declaration to KURZ, subject to penalty. In this case, the Customer shall remain obliged to pay the rental fees. In the event of termination without notice, the Customer may no longer use the Software in any way.
- 5.3 KURZ shall be entitled to delete the data concerned in the event of a breach of 5.1.4 - 5.1.7.
- 5.4 In the event of a culpable breach by the Customer in the cases of 5.1, the Customer shall be obliged to pay an immediately due and payable contractual penalty in the amount of EUR 10,000.00 in each case. KURZ reserves the right to claim further damages. In this case, the contractual penalty shall be set off against the claim for damages.
- 5.5 In the event of an unlawful breach of the obligations set out in 5.1 by a an authorized user, the Customer shall take the necessary measures to clarify and punish such a breach against the user and inform KURZ of the measures taken.

## 6. Support

- 6.1 KURZ shall provide the Customer with support for technical questions and fault reports, which can be reached via e-mail ([dreamcomposer-support@kurz.de](mailto:dreamcomposer-support@kurz.de)) during the service hours (6.2).

The Support is intended solely for the support of the Customer (but not its customers) with regards to the contractual services owed by KURZ to the Customer. The support is made available to other Customers as well. Customer support queries are processed in the order in which they are received.

- 6.2 The Support is available on working days (Monday to Friday excluding the statutory holidays in Germany and Bavaria) during the service period from 8.30 a.m. to 4.30 p.m. (Central European time zone for Germany) to monitor the operability of the Software and to initiate the rectification of faults.
- 6.3 KURZ does not owe any services beyond the free provision of the Freeware, e.g. support and maintenance services, as well as certain availabilities of the Software (7.) for the Freeware.

## 7 Availability of the Software

7.1 KURZ shall provide the Customer with the functionalities of the Software during the System Runtime specified below.

Times	R (System Runtime)	Periods of Planned Maintenance
Monday-Friday	12 a.m. until 12 p.m.	10 p.m. until 2 a.m. = 4 hours
Saturday-Sunday Holidays*	12 a.m. until 12 p.m.	8 a.m. until 12 a.m. = 4 hours

\* Holidays in Federal Republic of Germany and Bavaria  
All times are based on Central European time zone for Germany.

7.2 KURZ is entitled to perform maintenance and the data backup with regards to the Software and/or underlying hardware systems and/or underlying hardware systems within the times listed in the table of section 7.1 as "Periods of Planned Maintenance".

7.3 KURZ is entitled to carry out safety-related and mandatory measures for the system at any time.

7.4 Nonavailability (NA) is any period of time during the System Runtime (R) in which the Software is unusable.

The following exceptions shall not constitute Nonavailability:

- disturbances or other incidents in or due to the condition of infrastructure not provided by KURZ or his subcontractors;
- disturbances or other incidents, which are not caused by KURZ or his subcontractors (e.g. by exceeding the thresholds in section 7.5);
- disturbances or other incidents as internet / network-related downtime or other technical problems, which are beyond the control of KURZ or his subcontractors (e.g. Force Majeure) or caused by any third party;

7.5 KURZ can provide its services only in accordance with the contract, if the Customer ensures compliance with the thresholds indicated below. Any use outside of these thresholds can lead to a higher failure rate up to a total failure of the server or other hardware and operating software components of the Software:

**The permissible system workload caused by Customer is 100 concurrent sessions per second**

7.6 Unless otherwise agreed in the contract, the Availability (A) of the Software in the respective measurement period of a month (calculated to 30 days) shall be at least 99%.

Availability (A) is determined as follows:

$$A = (R - NA) : R \times 100 (\%)$$

R System Runtime in minutes in accordance with the table of section 7.1  
NA Nonavailability in minutes in accordance with section 7.4  
A Availability in %

## 8. Supply of the Customer

8.1 The Customer shall incur liability for the use and transfer of decors, designs, company logos, trademarks, samples, drafts and other creative elements supplied by the Customer to KURZ – irrespective of the data carrier - which infringe third party rights. The Customer shall immediately indemnify and hold harmless KURZ from any corresponding claims of such third party.

8.2 The Customer is responsible for including but not limited to the provision of the necessary hardware and system environment as specified in the user and operating manuals and to check which programs, operating systems, browser, etc. are each supported by the respective Software.

8.3 The provision of the requirements as of 8.2 as well as the telecommunication services including transmission services from the service transfer point to the devices used by the Customer are not part of the scope of services of KURZ, but remain the sole responsibility of the Customer.

## 9. Data Protection, Data Usage and Data Security

9.1 The software application, server and system software and other system components of the Software are in a data center operated by KURZ.

9.2 KURZ meets the technical and organizational security measures and procedures specified by EU data protection laws. The Customer is not entitled to demand access to the premises with the KURZ data center. This does not affect the access rights of the respective Customer's data protection officer upon written notice to check compliance with the requirements of the contractual agreements and the applicable data protection laws.

9.3 KURZ shall be entitled to use the Customer's data collected with the Software in anonymized or pseudonymized form for market research purposes in compliance with data protection regulations.

9.4 All relevant data of the Software is backed up daily and kept 30 days. After the retention period, the data backup will be overwritten. Data is backed up on various media and is kept in different locations.

## 10. Warranty for Defects of the Software

10.1 The description of the quality of the Software is defined conclusively in the respective Specification (e.g. in the user manual). KURZ shall not be liable for any defects relating to qualities not specifically mentioned in the Specification. It is the sole liability of the Customer to examine the suitability of the Software for the intended use.

10.2 KURZ shall maintain the contractual agreed quality of the Software during the term of the contract; i.e. to ensure the usability of the Software in accordance with the Specification. Insignificant deviations from the agreed quality shall not be considered a defect of the Software.

- 10.3 Strict liability for damages regardless of negligence or fault shall be excluded. The liability under 12. remains unaffected.
- 10.4 Claims for defects are excluded
- in case of defects arising after the time of operational provision due to faulty or negligent handling by the Customer and/or its users;
  - in case of defects after the change of operating conditions (hardware/software environment), after installation and operating mistakes as far as these are not due to a faulty user manual, after interferences with the Software by the Customer, such as changes, adjustments and/or connections with other software or in case of defects which occurred after a non-contractual use, unless the Customer can prove that the defect already existed at the time of the operational provision or that there is no causal connection between Customer's use and the defect.
- 10.5 The Customer shall immediately notify KURZ in writing of any defects of the Software and shall provide KURZ with all information, documents and access necessary for the remedy of such defect.
- 10.6 The Customer shall be liable for any damages resulting from an unjustified request for remedy of a defect in case the Customer has recognized or should have recognized that the occurring error is not caused by a defect of the Software but has its root cause in the area of responsibility of the Customer.
- 10.7 Claims for damages due to a defect are conclusively regulated in 12.
- 10.8 In the case of Freeware, KURZ shall only be liable for material defects and defects of title (11.) of the Freeware if KURZ has fraudulently concealed a material defect and/or defect of title of the Freeware from the Customer. Any further liability for the Freeware being free of material defects and defects of title shall be excluded.
- 11. Warranty for Defects in Title of the Software**
- 11.1 Unless otherwise agreed, KURZ shall provide the Software free from industrial property rights, copyrights of third parties and/or any other third party right ("**Third Party Right**") with respect to the country at the Place of Delivery. If a third party asserts justified claims against the Customer due to an infringement of a Third Party Right by the Software, which was provided by KURZ and used by the Customer in conformity with the contract, KURZ shall be liable to the Customer, within the term of the contract as follows:
- 11.1.1 In the case of a liability according to 11.1, KURZ shall at its option and free of charge for the Customer either obtain a right to use the Software in conformance with the contract, modify the Software so as not to infringe the Third Party Right or replace the Software with a non-infringing version. If this is not possible for KURZ on acceptable terms, the Customer shall have a right to terminate the contract or reduce the price. The Customer shall accept a new version or release of the Software if the contractually agreed quality (Specification) is preserved and such acceptance of the new version or release would not be unreasonable for the Customer.
- 11.1.2 The fulfilment of the foregoing obligations shall be subject to the condition that the Customer immediately notifies KURZ in writing of the claims asserted by the third party, that the Customer does not acknowledge an infringement and that the protective measures and settlement negotiations are exclusively reserved to KURZ. If the Customer ceases to use the Software to reduce the damage or for other important reasons, the Customer shall make it clear to the third party that the suspended use does not mean any acknowledgment of an infringement of a Third Party Right.
- 11.1.3 If the contractual use of the Software is affected by Third Party Rights beyond KURZ's control without negligence or fault from KURZ's side, KURZ reserves the right to refuse the further use of the affected Software or parts thereof. KURZ will inform the Customer without undue delay and allow him appropriate access to its data. For the period of impairment, the Customer shall not be obliged to pay the rental fee. Other claims or rights of the Customer shall remain unaffected.
- 11.2 A claim of the Customer shall be excluded if he is liable for the breach of the Third Party Right.
- 11.3 A claim of the Customer shall also be excluded if the infringement of the Third Party Right was caused by specific demands of the Customer, by a use of the Software not foreseeable by KURZ or the Software being altered by the Customer or being used together with products not provided by KURZ.
- 11.4 The provisions in 10. shall apply accordingly to any other defects of title.
- 11.5 Claims for damages due to a defect in title are conclusively regulated in 12.
- 11.6 Any further claims or claims other than those stipulated in 11. or 12. of the Customer against KURZ due to a defect in title shall be excluded.
- 12. Liability; Damages**
- 12.1 Unless otherwise provided for in the KURZ-TCS, including the following provisions, KURZ shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 12.2 KURZ provides application guidelines and other advices to the best of its knowledge and therefore does not constitute any liability for damages by the Customer against KURZ. The Customer shall not be released from its obligation to examine the intended use of the Software at its sole responsibility. This shall also apply if the Customer's intended use is known to KURZ.
- 12.3 KURZ is liable for damages, irrespective of the legal basis:
- in case of intent or gross negligence,
  - in case of culpable loss of life, bodily injury or damage to health,
  - in the event of non-compliance with guaranteed characteristics,
  - in case of fraudulent concealment of a defect,
  - in case of a claim of the Customer under the applicable mandatory product liability regulations (e.g. the (German) Product Liability Act), or
  - for damages resulting from the culpable breach of a material contractual obligation (The fulfillment of which is the only way to ensure that the contract is properly implemented and that the other Party is allowed to rely on regularly). In case of breach of a material contractual obligation by negligence other than gross negligence, the liability is limited to the replacement of the foreseeable, typically occurring damage.
- 12.4 For the typical damage in the event of a system failure of the Software, the Parties agree that compensation shall be made by payment of the lump sum amounts described 12.4.1 and 12.4.2. With the payment of such lump sum amounts, all claims for damages by the Customer shall be fully compensated and further claims are thereby excluded.

- 12.4.1 In the event of a complete system failure without recovery of the contractual agreed availability, KURZ shall pay to the Customer liquidated damages in the amount of EUR 10,000.00. A complete system failure without recovery shall mean that KURZ is unable to restore the contractual agreed quality of the Software within 30 calendar days from KURZ's receipt of Customer's notice of defect. Amounts already paid by KURZ to the Customer in accordance with 12.4.2 shall be deducted from the lump sum amount in accordance with this 12.4.1. In case of a complete system failure without recovery, both Parties are entitled to terminate the contract with immediate effect.
- 12.4.2 In the event of a system failure with recovery of the contractual agreed availability within 30 calendar days from KURZ's receipt of Customer's notice of defect, KURZ shall pay to the Customer the following lump sum amounts:

Period of system failure in calendar days	Lump Sum Amount in Euro/ calendar day
Day 1	25
Day 2 until and including Day 10	50
Day 11 until and including Day 20	75
Day 21 until and including Day 30	100

- 12.4.3 Both in the event of 12.4.1 and 12.4.2 it is agreed, that the first 12 hours from KURZ's receipt of Customer's notice of defect shall not give rise to any claims for liquidated damages or any other claims (grace period).
- 12.5 In connection with the provision of Freeware, KURZ shall only be liable for intent and gross negligence. Further claims for damages and reimbursement of expenses of the Customer, irrespective of the legal basis, in particular due to breach of duties arising from the contractual obligation and from tort, are excluded.
- 12.6 In any other case, the Customer shall have no claim for damages against KURZ.
- 12.7 The liability limitations resulting from 12. shall also apply in the case of a breach of an obligation by or in favor of persons whose fault is attributable to KURZ (e.g. personal liability of employees, personnel and other vicarious agents of KURZ), but not to the personal liability of legal representatives and of executives.
- 12.8 A change in the burden of proof to the detriment of the Customer shall not be implied with this 12.
- 12.9 Insofar as the content (text, graphics, etc.) for Software is provided by the Customer, the Customer hereby guarantees that any content provided, regardless of its form, is free of any claims or rights by third parties. The Customer shall indemnify KURZ against any and all actions, claims or losses in this regard. KURZ is entitled to demand from the Customer to provide KURZ with such evidence required by KURZ to establish Customer's legal rights in relation to property rights, intellectual property, trademarks, copyright or related legal interests regarding the content provided by the Customer.
- 12.10 The Customer is responsible for regular backups of his data.

### 13. Deadlines, Delay

- 13.1 Observance of the stipulated time for operational provision of the Software is conditional on the timely receipt of complete documents, necessary permits and approvals, especially of plans to be provided by the Customer as well as fulfillment of the agreed terms of payment and other obligations by the Customer (e.g. advance payment, partial payment). In case these conditions are not fulfilled on time, the period for the operational provision shall be extended accordingly; this shall not apply if KURZ is solely responsible for the delayed operational provision.
- 13.2 If non-observance of the time for operational provision of the Software is due to Force Majeure the time limits shall be extended appropriately.
- 13.3 In the event that KURZ is responsible for a delay of the operational provision of the Software and provided that the Customer can credibly establish that a damage for such delay has occurred, the Customer may claim liquidated damages of 0.5% for every completed calendar week of delay but in no event shall the aggregate of such liquidated damages exceed a total amount of 5% of the rental fee for 6 months. The obligation to pay the liquidated damages requires proof by the Customer that any damage has occurred, but not of its amount. KURZ shall be entitled to provide evidence that the Customer suffered lower or no damage. For Freeware section 12.5 applies.
- 13.4 Further claims and remedies of the Customer due to the delayed operational provision in particular indirect or consequential damages, loss of profit or loss of production are excluded. This shall not apply in case of liability of KURZ based on intent, gross negligence or due to loss of life, bodily injury or damage to health.
- 13.5 Claims by the Customer for damages due to a delay of the operational provision of the Software as well as claims for damages for non-performance, which exceed the limits specified in 13.3 shall be excluded, even after expiry of the period for the operational provision reasonably set by the Customer.
- 13.6 The Customer shall only be entitled to terminate the contract for cause because of a delay to the extent KURZ fails to perform the operational provision of the Software for which the Customer has set a reasonable time limit of at least 2 (two) weeks.
- 13.7 In case of a delay of the Customer with his obligation to pay the rental fee, KURZ is entitled to deny access to the Software after the expiry of a 30-day written notice for payment. In this case, the Customer still remains obligated to pay the applicable rental fee.
- In case of a delay of the Customer with his obligation to pay the rental fee
- for two consecutive accounting periods; or
  - in a period longer than two accounting periods with an outstanding amount of more than the rental fee for two accounting periods
- despite a prior written notice including a reasonable deadline with the request to pay the outstanding amount, KURZ is entitled to terminate the contract without further notice for cause. Customer shall in such case pay liquidated damages in the amount of 50 % of the rental fee due until the end of the contract year. The Customer reserves the right to prove that KURZ has suffered lower damages.

### 14. Trial Period

- 14.1 Unless a longer trial period is agreed in the contract (e.g. as part of a promotion, trade fair) and as far as it is not Freeware, the Customer has the option of testing the Software free of charge for a period of 30 days ("Trial Period"). To activate the trial version, the Customer must first enter their payment details. During the Trial Period, the Customer can use the Software to its full extent. If the Customer does not actively cancel the trial version within the Trial Period,



the selected Software package will automatically be invoiced for the period selected by the Customer after the Trial Period has expired. However, if the Customer cancels within the Trial Period, the account will be deactivated at the end of the Trial Period and the Customer will not incur any costs.

- 14.2 KURZ shall only be liable for material defects and defects of title of the Software during the Trial Period if KURZ has fraudulently concealed a material defect and/or defect of title of the Software from the Customer. Any further liability for the absence of material defects and defects of title of the Software shall be excluded. Otherwise, KURZ shall only be liable for intent and gross negligence in connection with the provision of the Software during the Trial Period.

## 15. Term and Termination

- 15.1 Unless otherwise agreed in the contract, a contract for the Software shall run for an indefinite period. Depending on the model selected by the Customer, the minimum rental period for the fee-based packages is one month for monthly billing and one year for annual billing ("**Minimum Rental Period**").
- 15.2 For the fee-based packages, the contractual relationship can be terminated by either Party at the earliest at the end of the Minimum Rental Period up to 30 minutes before the next billing period. Otherwise, the contract shall be extended by a further Minimum Rental Period. In the case of Freeware, the Customer can terminate the contract at any time via the user administration interface; for KURZ, the notice period is 3 months in case of Freeware.
- 15.3 The right to terminate for good cause remains unaffected. Good cause shall be deemed to exist in particular if insolvency proceedings are opened against the assets of the other Party or the other Party applies for the opening of insolvency proceedings or security measures are ordered with regard to its assets.
- 15.4 All terminations by the Customer must be made in the user administration interface.
- 15.5 In the event of termination, the Customer may no longer use the Software in any way, must delete the Software and confirm the deletion to KURZ in writing.

## 16. Confidentiality

- 16.1 Each Party shall not without the prior written consent of the other Party pass to third parties information, knowledge, templates, including such documents as illustrations, drawings, plans, construction documents ("**Information**") received from the other Party. This shall not apply to Information which at the time of receipt are generally known or were already known by the receiving Party without being obliged to maintain confidentiality or were transferred by a third party lawfully in possession thereof and who has the lawful power to disclose such Information or were independently developed by the receiving Party without using any Information of the disclosing Party. Information shall be returned by the receiving Party immediately if a contract is not awarded. A right of retention by the receiving Party is excluded.
- 16.2 A third party within the meaning of 16.1 shall not be deemed to be a company affiliated with KURZ as well as a person or company entrusted with the task of performance of the contract by KURZ insofar as they have been obliged to keep confidential in an equivalent manner.
- 16.3 Neither Party shall use the Information received from the other Party for purposes over and beyond the scope of the contract between the Parties without the express prior written consent of the other Party.
- 16.4 The obligation of confidentiality shall begin upon receipt of the Information and ends 5 years after the end of the business relationship.

## 17. Export Controls

Customer acknowledges and confirms that he is not a resident or is situated in a country, which is subject to an embargo of the Federal Republic of Germany, the European Union, the United Nations or the US government, or which the Federal Republic of Germany, the European Union, the United Nations or the US government have been classified as a "terrorism-supporting country" or which is on a list of the Federal Republic of Germany, the European Union, the United Nations or the US government regarding export bans or restrictions. The Customer must always comply with all applicable national and international (re-) export control law. The Customer shall indemnify KURZ against any and all claims by public authorities or other third parties due to the non-observance of the above legal obligations with regards to export controls in full and undertakes to reimburse all costs, damages and expenses incurred by KURZ in this context, unless the Customer is not responsible for the breach of duty. This shall not imply a change in the burden of proof to the detriment of the Customer.

## 18. Force Majeure

- 18.1 The Parties are completely or partially exempted from the obligations of the contract if and to the extent the failure to fulfill the obligations is caused by unforeseeable events of Force Majeure after conclusion of the contract.
- 18.2 Events of Force Majeure include but are not limited to acts of God, fires, floods, war, embargoes, labor disputes, acts of sabotage, riots, civil disorders, accidents, delays of carriers, voluntary or mandatory compliance with a governmental act, regulation or request, shortage of labor or materials, or by any other cause or causes beyond the Parties' reasonable control. This includes in particular water ingress, power outages, interruption or destruction of data-carrying cables as well as computer viruses or other intentional attacks on KURZ's IT systems although complying with the usual precautions of care.
- 18.3 The Parties will inform each other immediately without any delay in the event of Force Majeure in writing and provide information on the expected date of the rectification of the effects of the Force Majeure event.
- 18.4 Should any event of Force Majeure last for a period of more than 60 calendar days, each Party shall be entitled to rescind the contract in whole or in part. In such case, no Party shall have a right to seek damages against the other Party, such as but not limited to indirect damages, consequential damages, loss of profit, or loss of production, interruption of business or loss of data or information.

## 19. Assignment

The assignment of a claim or of a right under the contract is permitted only with the prior written consent of the other Party. This shall not apply to a monetary claim.

**20. Corporate Social Responsibility**

- 20.1 As a member of the KURZ-Group, KURZ is committed to respect and to observe the KURZ Code of Business Conduct.
- 20.2 The Customer confirms to observe the applicable law and legislation; the Customer shall not tolerate any kind of corruption or bribe, respect basic rights and the ban on child labor and forced labor. Furthermore, the Customer shall take responsibility for the health and safety of its employees, shall ensure a fair compensation and reasonable working hours, shall act in accordance with the applicable environmental laws and shall use its best efforts to promote the observance of these principles among its suppliers.

**21. Applicable law**

The substantive law of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

**22. Jurisdiction**

The exclusive place of jurisdiction is Nuremberg, Germany.