

Webshop Sales Terms for Cloud Services

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1 Scope of Application

- 1.1 These Webshop Sales Terms for cloud services (hereinafter referred to as “Sales Terms”) are valid from 5th October 2015 and govern the general contract terms under which customers can order cloud services offered in the Webshop of [SEEBURGER AG](#), Edisonstraße 1, 75015 Bretten (“SEEBURGER”). The Sales Terms shall apply to all SEEBURGER Webshop services and are an integral part of all contracts which SEEBURGER concludes with the customer on the cloud services offered in the Webshop. Information in the respective specification of services for the cloud services offered by SEEBURGER shall prevail in the case of conflicts with these contract terms.
- 1.2 Deviating contract terms of the customer shall not become an integral part of the contract, even if SEEBURGER has not explicitly objected to their application.

2 Services to be Provided

The respective specification of services by SEEBURGER in the Webshop govern the content and scope of the cloud services offered by SEEBURGER.

3 Services for Business Users

- 3.1 The services available in the Webshop are exclusively intended for customers who are businessmen under Article 14 of the German Civil Code (BGB) – i.e. natural or legal persons or private companies – and who want to order and use the respective services as part of their activities as a commercial enterprise or freelancer. A private company with legal capacity under Article 14 BGB is a private company that is able to procure rights and enter into obligations.
- 3.2 SEEBURGER shall only conclude contracts with natural persons who want to order and use the respective

services as part of their activities as a commercial enterprise or freelancer if the customer is at least 18 years of age and has full legal capacity. With his order, the customer explicitly assures SEEBURGER of his legal majority.

- 3.3 SEEBURGER shall only conclude contracts with private companies who want to order and use the respective services as part of their activities as a commercial enterprise or freelancer if all personally liable shareholders are at least 18 years of age and have full legal capacity. With his order, the representative who places the order on behalf and for the account of the private company explicitly assures SEEBURGER that these conditions are met and that he holds the right of representation.
- 3.4 Natural persons who order services in the Webshop on behalf and for the account of a businessman with full legal capacity explicitly assure their right of representation with their order.

4 Conclusion of Contract

- 4.1 The cloud services offered by SEEBURGER in the Webshop represent an invitation to the customer to submit a binding offer to SEEBURGER on the conclusion of a contract. By filling in the order form and sending the order to SEEBURGER, the customer submits a binding offer to SEEBURGER to order the cloud services from SEEBURGER as specified in the order form and in accordance with the information in the specification of services and the validity of these Sales Terms.
- 4.2 Unless otherwise specified in the applicable specification of services, the order form shall be sent electronically by clicking a button which clearly shows that an order with obligation to pay is being sent to SEEBURGER. The customer can abort the order process at any time until this button is clicked. Any mistakes made in the order information can be corrected at any time prior to sending. To do this, the customer can use the menu navigation to return to the respective entry field and correct the mistake there.
- 4.3 SEEBURGER shall confirm the receipt of the customer's order (offer for conclusion of contract) to the customer via email (confirmation of receipt). The confirmation of receipt is not a binding declaration of acceptance by SEEBURGER. Instead, the acceptance of the order (conclusion of contract) is confirmed by a second, separate order confirmation from SEEBURGER by email after SEEBURGER has checked the information provided by the customer in the order form and verified the information, if necessary.
- 4.4 SEEBURGER reserves the right to review the correctness of the information contained in the order form through legally permissible means. To do this, SEEBURGER is authorised to request copies of respective verifications from the user or third parties.
- 4.5 SEEBURGER does not save the contract provisions for a specific order. However, the customer can save or print the contract provisions in his systems.
- 4.6 The contract language shall be German unless otherwise offered by SEEBURGER.

5 Order Data Processing

- 5.1 Where SEEBURGER is to collect, process or use personal data on behalf of the customer as part of the cloud services ordered by the customer, the customer's use of the respective cloud service requires that such data processing is legally permissible and that the customer has agreed the content and scope of the order for data processing with SEEBURGER in writing in a manner which conforms to the provisions of Article 11 of the Federal Data Protection Act (BDSG). **SEEBURGER HEREBY EXPLICITLY INFORMS THE CUSTOMER THAT, IN ACCORDANCE WITH ARTICLE 11 OF THE BDSG, IT IS THE CUSTOMER'S OBLIGATION TO VERIFY THAT SEEBURGER IS PERMITTED TO PROCESS THE DATA IN QUESTION AND TO ENSURE THE CORRESPONDING WRITTEN SPECIFICATION OF THE ORDER IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 11 OF THE BDSG.** The use of the corresponding cloud service by the customer is not permitted until such a contract between SEEBURGER and the customer is signed. This shall apply even if SEEBURGER has already activated the corresponding service for the customer. In the event of any infringements of these provisions, SEEBURGER is authorised, notwithstanding other rights, to immediately block the customer's access to the service until the required agreement on the order data processing (signed by both

parties) is finalised.

- 5.2 SEEBURGER provides a form ([saved here](#)) to specify the content and scope of the customer's order in writing. The customer can add the required information to the form and then return the signed form to SEEBURGER for review and countersigning. The form must be returned by post or fax (email does not fulfil the requirements for the written form) to the following address:

SEEBURGER AG
Webshop Cloud Services
Datenschutz
Edisonstraße 1
75015 Bretten
Fax: +49 7252 96-2222

- 5.3 The customer shall indemnify SEEBURGER from all claims asserted against SEEBURGER by third parties which result from the customer disregarding the conditions that must be observed for permissible order data processing. However, SEEBURGER must offset any contributory negligence against the damage.

6 Remuneration

- 6.1 The remuneration to be paid by the customer for the cloud services ordered is determined by the SEEBURGER specification of services valid at the time the order was placed. If the specification of services for a specific cloud service provides multiple remuneration options, the customer can select the desired pricing option via the order form.
- 6.2 All prices in the specifications of service are net prices that do not include the applicable value added tax. The total remuneration including the applicable value added tax to be paid by the customer for the services ordered is specified in the respective customer order.
- 6.3 Additional services which the customer requests from the applicable service offer from SEEBURGER after conclusion of the contract will be invoiced separately by SEEBURGER in accordance with the applicable prices.

7 Payment Terms

- 7.1 The payment deadlines for the remuneration to be paid for the cloud service are determined by the respective specification of services from SEEBURGER or these Sales Terms. Unless otherwise specified in the specification of services, the agreed remuneration of the customer shall be paid in advance at the beginning of each **payment period**.
- 7.2 Invoices from SEEBURGER are due for payment without deduction within 20 calendar days of receipt of the invoice unless otherwise agreed in writing.
- 7.3 In the case of late payment by the customer, SEEBURGER is authorised to refuse further provision of service if the customer still fails to pay within 10 calendar days of receipt of a reminder from SEEBURGER, even though the customer is obligated to do so in accordance with the contractual agreement.

8 Activating the Cloud Service

- 8.1 The cloud services must be activated by SEEBURGER before use. The customer shall receive the access data needed for use together with the order confirmation. In addition, the order confirmation contains all additional information required to use the cloud service ordered by the customer, unless this information has already become available through the applicable specification of services for the cloud service.
- 8.2 The services are activated under the assumption that the customer agrees with these Sales Terms and the conditions of the specification of services valid at the time the order was placed.
- 8.3 The information and access data provided to the customer as part of the activation is confidential and solely intended for the customer. Exercising due diligence, the user shall ensure that this information and access data are protected against unauthorised access by third parties and are not disclosed to

unauthorised third parties.

- 8.4 The customer shall inform SEEBURGER immediately should he have reason to believe that access data has become available to unauthorised third parties or is being used improperly.

9 Term of the Agreement

- 9.1 The applicable term of the agreement for the respective cloud service is determined by the SEEBURGER specification of services in the Webshop applicable at the time the order is placed. If the specification of services offers a choice of various terms, the customer can define the term selected in the order form. Termination of the cloud service before the end of the agreed term is only possible for good cause and is otherwise excluded.
- 9.2 Unless otherwise defined in the respective specification of services, the cloud service shall end with expiration of the agreed term, without requiring notice of termination. If the customer wishes to renew the expired cloud service, he can do so at any time by reordering the service from SEEBURGER in accordance with these Sales Terms or the Sales Terms valid at that time.
- 9.3 Each contractual party can terminate the cloud service prematurely for good cause (termination with immediate effect). Good cause for termination with immediate effect is in particular if the other contractual party infringes material obligations arising from the respective agreement and fails to rectify the infringement by a reasonable deadline set in writing by the contractual party authorised to terminate the agreement. As an exception, termination with immediate effect does not require the contractual party authorised to terminate the agreement to set a deadline in writing if the infringing party seriously and definitively refuses to rectify the infringement or in the case of special circumstances which, under due consideration of each contractual party's interests, require immediate termination without a further deadline.
- 9.4 Notwithstanding other rights, SEEBURGER reserves the right to terminate with immediate effect for cause contracts concluded without the required power of representation on behalf of the customer in whose name and for whose account the contract was concluded.
- 9.5 Any notice of termination must be made in writing. Termination by SEEBURGER in the form of an email to the email address filed by the customer in the order form complies with the requirement for the written form. The same applies accordingly to termination by the customer to the following SEEBURGER email address: support@cloud.seeburger.de

10 Consequences of Contract Termination

- 10.1 The customer's authorisation to continue to use the cloud service lapses with the contract termination, regardless of the legal grounds. Continued use of the service is only possible upon conclusion of a follow-up agreement in accordance with these Sales Terms.
- 10.2 Moreover, any post-contractual obligations of SEEBURGER and the customer for the orderly execution of the contract termination arise from the SEEBURGER specification of services valid at the time the contract was concluded.

11 Customer's Rights of Use

- 11.1 With conclusion of a contract, SEEBURGER grants the customer limited and non-exclusive rights to access and use the agreed cloud services for the agreed contract term. These rights include the agreed use of all service components that are part of the cloud service ordered by the customer in accordance with the SEEBURGER specification of services valid at the time the order was placed.
- 11.2 Unless otherwise stated in the specification of services valid at the time the order was placed, any use of the cloud services or the service components included in it by or for third parties, in any manner, is prohibited.

12 Customer's Cooperation and Supply Obligations

- 12.1 Where SEEBURGER is reliant on specific cooperation and/or supply services by the customer in order to provide the contractual services, the customer shall provide these to the extent necessary and at no cost to SEEBURGER. The content and scope of the respective cooperation and supply services arise from these contract terms, from the SEEBURGER specification of services valid at the time the cloud service is ordered, and otherwise from statutory provisions. In the case of contradictions, the description of specific cooperation and supply obligations in the specification of services shall always prevail over conflicting cooperation and supply obligations in these Sales Terms and the law.
- 12.2 SEEBURGER is not responsible for any delays or defects in the service caused by the breach of cooperation and/or supply obligations to be performed by the customer. Should the customer infringe his cooperation and/or supply obligations, and should this infringement result in additional effort on the part of SEEBURGER, then SEEBURGER can invoice this additional effort separately to the customer at the SEEBURGER prices applicable at the time, notwithstanding other rights.

13 Availability of and Access to the Cloud Services

- 13.1 The cloud services ordered by the customer are available to the customer via the Internet. The customer is aware that services available via the Internet are subject to certain risks of failure which are not SEEBURGER's responsibility. SEEBURGER thus provides no guarantee of uninterrupted access to the cloud services via the Internet.
- 13.2 The availability and use of the cloud services depends on the customer establishing the technical conditions necessary for him to access and use the ordered cloud service via the Internet. In order to use the cloud services, the customer must also bear the costs related to his Internet access and any transmission costs incurred for data transfer to and from the SEEBURGER data centre. Furthermore, the customer must ensure that his IT systems used for communicating with the SEEBURGER data centre are equipped with the security precautions to be expected based on the current state-of-the-art technology before he sends any data to the SEEBURGER data centre. The standard is defined by the state of the art at the time of data transmission.
- 13.3 SEEBURGER is not liable for the loss or damage of data during transmission to and from the SEEBURGER data centre. The customer and SEEBURGER shall inform one another immediately should indications arise that the transmission did not take place, was faulty or was incomplete.
- 13.4 SEEBURGER's availability commitment for the cloud service arises from the SEEBURGER specification of services valid at the time the order was placed. The availability stated there is determined by the availability of the cloud service at the respective service transmission point between the data centre used by SEEBURGER for the fulfilment of the services and the Internet. Unless otherwise specified in the specification of services, the service transmission point shall always be the router that connects the data centre used by SEEBURGER to the Internet.
- 13.5 SEEBURGER is authorised to use 1% of the total time available in one month (24 hours a day, 7 days a week) on a monthly basis for scheduled maintenance of the cloud service. During these scheduled maintenance times, the cloud service is unavailable or only partially available to the customer. This downtime shall not decrease the agreed availability. SEEBURGER shall make every effort to conduct the maintenance work at times that are outside the core working hours on weekdays (Monday to Friday, except on public holidays at SEEBURGER's place of business) from 8:00 am to 5:00 pm CET (central European time).
- 13.6 SEEBURGER monitors the agreed availability of its cloud services using the monitoring and reporting measures described in the specification of services valid at the time the order was placed. Where the relevant specification of services does not describe any specific monitoring and reporting measures, SEEBURGER shall monitor the availability in accordance with measures customary in the industry.
- 13.7 If the availability falls below the agreed availability by more than 1% during the relevant availability period, the customer shall be credited with 3% of the remuneration paid by the customer for the availability period

for every 1% shortfall. The claim is limited to a maximum of 10% of the remuneration paid by the customer for the availability period. Scheduled maintenance work shall not be considered as reducing the agreed availability periods. The credit shall be offset against any claims for damages by the customer based on failure to provide the agreed availability.

- 13.8 Reduction of availability due to force majeure, Internet malfunctions or other circumstances which do not fall within SEEBURGER's scope of responsibility shall not be the responsibility of SEEBURGER and shall not be considered as reducing the promised availability.

14 Incident Management

- 14.1 The customer can report any disruptions in the function or availability of the cloud services ordered (hereinafter referred to as "incidents") to the SEEBURGER Service Desk using the following channels:

- By email: support@cloud.seeburger.de
- By phone: +49 (0) 7252 -96 -1511

The service languages at the SEEBURGER Service Desk are German and English.

- 14.2 The SEEBURGER Service Desk shall be staffed on weekdays (Mondays to Fridays, except on public holidays at SEEBURGER's place of business) from 9:00 am to 5:00 pm CET, unless otherwise specified in the relevant specification of services valid at the time the order was placed. During these times, incidents can be reported and the SEEBURGER Service Desk will process the reported incidents. If the SEEBURGER specification of services valid at the time the order was placed provides for additional service times, the customer can define alternative service time options via the order form.

- 14.3 The reaction and processing times for incidents stated in the SEEBURGER specification of services may be interrupted outside the agreed service periods under certain circumstances.

- 14.4 SEEBURGER undertakes to process and remedy only such disruptions as are due to a defect in the cloud services owed by SEEBURGER. Disruptions caused by errors in the Internet, the customer's IT systems, force majeure or other reasons that are not within the scope of responsibility of SEEBURGER do not represent a disruption in the cloud services to be processed by SEEBURGER. SEEBURGER is authorised to refuse to process such disruptions without breaching any agreed availability commitments.

- 14.5 Incidents are processed in order of urgency, which in turn is determined by the level of impairment of the contractually-agreed use of the cloud service caused by the respective disruption. The SEEBURGER Service Desk classifies and processes disruptions reported by customers in accordance with the following priority classifications:

Priority	Classification at SEEBURGER	Description of the fault classes
Priority 1 incident	"Emergency"	Severe disruption of the cloud service at the relevant service transmission point to the Internet. This is caused by a complete failure of the cloud service or its essential core functions.
Priority 2 incident	"Critical"	Critical disruption of the cloud service at the relevant service transmission point to the Internet. This is caused by malfunctions of the cloud service or unavailable sub-functions.
Priority 3 incident	"Non-critical"	Non-critical disruption of the cloud service at the relevant service transmission point to the Internet. This is caused by a malfunction or unavailable function in the cloud service.

Priority	Classification at SEEBURGER	Description of the fault classes
Priority 4 incident	“Minor”	All other incidents, especially those in which there are no or only minor interruptions to the cloud service at the relevant service transmission point to the Internet. This is caused by a malfunction or unavailable function in the cloud service that is not required on a daily or regular basis.

It is generally the customer who classifies an incident into one of the above fault classes. However, SEEBURGER reserves the right to reclassify an incident when analysis by the SEEBURGER Service Desk shows that the classification by the customer in accordance with the above criteria was incorrect.

- 14.6 The measures taken by the SEEBURGER Service Desk to remedy disruptions are at the discretion of the SEEBURGER Service Desk. As far as can be reasonably expected for the contractual use by the customer, SEEBURGER is authorised to offer the customer a temporary workaround to avoid disruption until the disruption has been ultimately remedied.
- 14.7 Unless otherwise specified in the SEEBURGER specification of services relevant to the customer order, SEEBURGER is authorised to remedy a disruption of the cloud service to be remedied by SEEBURGER within a reasonable period. Provision of a reasonable workaround for the customer is also deemed compliance with this period. The reasonableness of the deadline shall take into account the complexity of the cloud service affected and the time usually taken to localise and determine comparable disruptions in accordance with the commonly-accepted state of the art.
- 14.8 If the analysis of the causes of the disruption determines that the disruption was caused by the customer's IT systems or by improper use of the service by the customer, SEEBURGER is authorised to invoice the customer separately for the associated work at the SEEBURGER prices applicable at the time.

15 Data Backup

Any data backup measures undertaken by SEEBURGER are conducted in accordance with the specification of services for the respective cloud service valid at the time the order was placed. Moreover, the customer is responsible for backing up the data transmitted to and from the SEEBURGER data centre at intervals suitable for the type of data.

16 Disaster Recovery

SEEBURGER maintains disaster recovery and business continuity plans for its cloud services in accordance with the generally accepted state of the art in order to restore the availability of the cloud services within a reasonable period following a disaster event. Any further requirements apply only when these are offered by SEEBURGER as a service option in the relevant SEEBURGER specification of services for the cloud services and when the customer has selected this option in the respective order form.

17 Data Protection

- 17.1 The customer is solely responsible for assessing the permissibility of using the cloud services selected by the customer for collecting, processing and using personal data on behalf of the customer. In addition, the provisions defined in these Sales Terms shall apply to [order data processing](#).
- 17.2 SEEBURGER collects, processes and uses personal data on the customer's employees and the other natural persons who select or order services from the Webshop or assist in contract execution on behalf and for the account of the customer in accordance with the SEEBURGER [Privacy Policy](#) under this link. The customer undertakes to only task employees and persons who are familiar with the provisions of

SEEBURGER's Privacy Policy and who consent to its validity with the use of the Webshop and contract execution.

- 17.3 SEEBURGER undertakes to maintain data confidentiality and obligate to confidentiality all persons who have access to personal data related to the customer, employees of the customer or vicarious agents and representatives of the customer in accordance with the provisions of Articles 5 and 9 of the BDSG.
- 17.4 Where SEEBURGER collects, processes or uses personal data on behalf of the customer as part of the cloud services, SEEBURGER undertakes only to collect, process and use the data within the framework of the customer order and to implement the technical and organisational measures as agreed with the customer in accordance with Article 9 of the BDSG and maintain them for the duration of the respective service.
- 17.5 SEEBURGER is only permitted to outsource the processing of personal data to states outside the economic area of the European Union with the explicit written consent of the customer.

18 Export Restrictions

If the data to be collected, processed and used by SEEBURGER on behalf of the customer as part of the cloud services is subject to export restrictions or other legal or administrative restrictions which prohibit collection, processing and use by SEEBURGER as part of the agreed cloud services, the customer is obligated to inform SEEBURGER of this immediately and to refrain from transmitting the corresponding data to SEEBURGER.

19 Subcontractors

- 19.1 SEEBURGER is authorised to have all or part of its cloud services provided by carefully-selected third parties as vicarious agents for SEEBURGER. These vicarious agents shall be obligated to maintain data confidentiality in accordance with Articles 5, 9 and 11 of the BDSG. Furthermore, SEEBURGER must forward the confidentiality obligations to which it is subject under these Sales Terms to the vicarious agents in writing in accordance with the agreed confidentiality obligations.
- 19.2 Should SEEBURGER commission a subcontractor with contract execution, SEEBURGER shall be liable to the customer for the subcontractor's culpable violation of the obligations when executing the agreement as if SEEBURGER were itself culpable.

20 Confidentiality

- 20.1 Unless otherwise agreed in writing, all documents and data that the customer provides to SEEBURGER for the purpose of executing a contract remain the property of the customer.
- 20.2 The two parties mutually undertake to maintain the confidentiality of all information of the other party that is not generally available and of which they have become aware due to a contract concluded under these Sales Terms (hereinafter referred to as "confidential information"), to use such confidential information only for the purpose of executing the respective contract concluded under these Sales Terms and to refrain from disclosing any information to third parties. Confidential information under this agreement shall not include information that the receiving party can prove: (a) was already known by the receiving party prior to disclosure by the disclosing party and that the receiving party had already been using such information without any obligation of confidentiality; or (b) had already been disclosed to the receiving party prior to or after disclosure by the disclosing party by an authorized third party for free use without any obligation of confidentiality; or (c) was already known by the public prior to disclosure by the disclosing party or had already been generally accessible at that time; or (d) was already known to or accessible by the public at the time of disclosure by the disclosing party or became known or accessible thereafter, provided that such disclosure is not based on any breach of a confidentiality obligation of the receiving party which applies for the benefit of the disclosing party.
- 20.3 Each party is authorised to disclose and make available to its employees, employees of affiliated companies, lawyers, tax consultants and auditors engaged to fulfil the agreement within the required scope

confidential information received from the other party in connection with the fulfilment of a contract concluded under these Sales Terms. The same applies to the benefit of SEEBURGER with respect to any employees of companies which SEEBURGER uses as subcontractors.

- 20.4 Before confidential information is made available to staff of the parties, affiliated companies and/or subcontractors, the staff must be advised of their obligation to maintain the confidentiality of confidential information, unless already otherwise agreed (e.g. in the respective employment agreement), undertake in writing to maintain confidentiality in such a way as provides similar confidentiality protection as set forth herein.
- 20.5 The confidentiality obligations remain effective even after termination of a contract concluded with reference to these Sales Terms. Unless otherwise agreed between the parties, the obligations end five (5) years after termination of the contract which provided the basis for disclosing confidential information.

21 Infringement of Industrial Property Rights

- 21.1 SEEBURGER shall provide the agreed cloud services free from industrial property rights of third parties that would contravene an agreed use of the cloud services. The customer shall inform SEEBURGER immediately in writing if a third party files claims against the customer by asserting that the agreed use of the cloud services infringes the third party's industrial property rights (copyright, patent rights, brand rights, etc.).
- 21.2 SEEBURGER shall indemnify the customer from all claims by the holders of the industrial property rights that are undisputed or have been established without recourse and that are based on the assertion that the contractually agreed use of the cloud services infringes the third party's industrial property rights. Furthermore, SEEBURGER shall reimburse the customer for any court and legal fees incurred by the customer through his legal defence against the infringement of industrial property rights in accordance with the liability limitations agreed in Section 22. However, the indemnification claim requires that the customer allows SEEBURGER to control the legal defence.
- 21.3 Should the contractual use by the customer infringe the industrial property rights of a third party, SEEBURGER can undertake any of the following measures to remedy the damage at its discretion and at its own expense:
- 21.3.1 Alter or replace the corresponding cloud service or individual service components contained therein in such a way that third party industrial property rights are no longer infringed, but the cloud service affected essentially continues to correspond to the agreed requirements
- 21.3.2 Conclude a license agreement with the holder of the industrial property rights to procure a continued right of use until the next ordinary termination date for the cloud service affected
- 21.3.3 If SEEBURGER is unable to implement the two options above with reasonable economic effort, terminate the cloud service affected and reimburse the remuneration paid in advance for the period beyond the termination date for good cause with immediate effect. In this case, SEEBURGER undertakes to reimburse the customer for damages resulting from the premature termination under the liability limitations agreed in Section 22.
- 21.4 SEEBURGER is not liable for the infringement of industrial property rights held by third parties when the infringement of the industrial property rights is based on improper use of the cloud services by the customer or other causes which are not the responsibility of SEEBURGER.

22 Liability

- 22.1 SEEBURGER shall be unconditionally liable in accordance with statutory provisions in cases of intent or gross negligence, and in the absence of a guaranteed quality or assured property.
- 22.2 SEEBURGER shall only be liable in cases of simple negligence, irrespective of the reason, if a material contractual obligation (cardinal obligation) is breached. Material contractual obligations are those whose fulfilment makes proper execution of the contract possible and whose observance the customer may

normally rely on. SEEBURGER's liability for simple negligence is limited to the amount of damages that were foreseeable, typical damages at the time the contract was concluded.

22.3 The above liability limitations do not apply to damage to life, limb or health. The limitations do not apply to damages for which SEEBURGER is liable under the Product Liability Act. SEEBURGER shall also be unconditionally liable in accordance with statutory provisions in these exceptional cases.

22.4 The liability limitations agreed here apply in the case of any personal liability to the benefit of executive bodies, statutory representatives, or vicarious agents of SEEBURGER.

23 Limitation Period

23.1 Claims based on defect in title, wilful deception or damages to life, limb or health are subject to a limitation period in accordance with statutory provisions. The statutory limitation period also applies to claims under the Product Liability Act.

23.2 All other claims lapse within one year of provision of the services, unless SEEBURGER is responsible for intent or gross negligence.

24 Force Majeure

24.1 SEEBURGER is not liable for any delay in services resulting from force majeure or an equivalent situation. In such cases, SEEBURGER may postpone the provision of the services affected by force majeure for the duration of the impedance plus an appropriate ramp-up time.

24.2 Force majeure is an unforeseeable external event which cannot be prevented at all or in a timely manner even by applying the reasonably to be expected care and reasonable technical and economic means. Force majeure includes, in particular, the following: war, riots, unrest, embargoes, explosions, fires, flooding, severe weather, terrorist attacks, sabotage, atomic and reactor accidents, or large-scale failure of communication networks/the Internet.

24.3 If an event of force majeure prevents SEEBURGER from providing its services in full, in part or in due time, SEEBURGER shall inform the customer immediately in writing of the type of event and the expected impact on its contractual obligations, in particular on the provision of the cloud services.

24.4 Where an event of force majeure prevents SEEBURGER from providing the cloud services, SEEBURGER shall make all reasonable efforts to limit the effects of the event of force majeure on its service obligation as far as possible.

24.5 After the event of force majeure has ended, SEEBURGER shall immediately inform the customer accordingly and restart its work for the delivery and/or provision of services.

25 Changes to these Contract Terms

SEEBURGER reserves the right to amend or replace these Sales Terms with new sales terms at any time with effect for the future. Unless agreed otherwise in writing, the amended/new terms shall not apply to contracts in force at the time the changes were made, but only to orders that are concluded on or after the effective date of the amended/new sales terms.

26 Final Provisions

26.1 Contract amendment and ancillary agreements must be made in writing to be effective.

26.2 If the customer is a merchant, legal entity under public law or special fund under public law, the exclusive place of jurisdiction for all disputes arising from or based on a contract concluded within the scope of application of these Sales Terms is Bretten (Germany). The same applies with regard to customers who do not have a general place of jurisdiction in Germany, customers who relocate their place of business or

habitual residence to a country outside Germany after concluding a contract within the scope of application of these Sales Terms, and customers whose place of business or habitual residence is unknown at the time a complaint is filed. In contrast to this, SEEBURGER is authorised to file a complaint with the responsible court at the customer's place of business.

- 26.3 These Sales Terms and the contracts concluded hereunder are subject to the substantive law of the Federal Republic of Germany. The provisions of the UN Convention on the International Sale of Goods (CISG) shall not apply.