GENERAL TERMS AND CONDITIONS

Preamble

(A)   Ventuz Technology AG and its affiliated companies within the meaning of § 15 German Stock Corporation Act (*Aktiengesetz - AktG*) (Ventuz) provide software solutions for professional use of authoring and displaying real-time interactive, data-driven graphics.

(B)   Ventuz holds certain software rights to the Ventuz software® that is offered in various product edits and products and is willing to grant to Customer a license to use the Ventuz software as specified in the relevant quotation (Contract Software). To the extent Customer requires additional services from Ventuz in connection with the Contract Software, such services will be governed by separate agreements and are not part of this License Agreement.

(C)   Customer intends to put the Contract Software to use in its company projects and installations.

§ 1 Scope of applicability

1. The parties' agreement comprises the quotation sent by Ventuz to Client and these General Terms and Conditions (together: the License Agreement).

2. The acceptance of deviating conditions must be in writing. These General Terms and Conditions shall also apply to all future business relations, even if they are not expressly agreed again or if Ventuz does not expressly refer to them again, unless they are covered by more specific terms of Ventuz.

3. These General Terms and Conditions shall also apply if Ventuz unconditionally fulfils its contractual obligation in the knowledge that the Customer's terms and conditions conflict with or deviate from these General Terms and Conditions.

4. The provisions of these General Terms and Conditions shall also apply to the pre-contractual obligation between Ventuz and the Customer.

5. Changes to these General Terms and Conditions will be communicated to Customer in electronic form. Such changes shall be deemed approved if Customer does not object. Ventuz will specifically draw Customer's attention to such consequence when it provides notice of a change. Customer shall communicate its objection within four weeks of notice.

6. In case of conflict, the following order of precedence will prevail: a) the quotation or any individual written agreement; b) these General Terms and Conditions.

§ 2 Offers; quality specifications, warranty

1. If a Customer order is to be qualified as an offer within the meaning of Sect. 145 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*), Ventuz may accept such offer within two weeks. Ventuz' offers are non-binding unless they are expressly designated as binding in nature. Ventuz reserves the right not to conclude contracts with a connection to certain regions or states (e.g. due to export/import restrictions or embargoes).

2. If the contract is entered into with the support of a third party (e.g. agent or distributor), this third party becomes neither a party to the License Agreement nor a beneficiary.

3. Ventuz renders services in accordance with this License Agreement; it does not owe any quality beyond such agreement, and Customer specifically cannot derive such quality obligation from other representations found in public announcements, brochures, ads, documentation or similar written documents, whether by Ventuz or by third parties whose products are built into the Contract Software, unless Ventuz expressly confirmed such quality assurances in writing. Any warranty as to the products' quality is subject to express written agreement; this also applies to price quotes or data regarding the release of updates or upgrades. Absent other arrangements, standard software is provided for use in the version that is current at the time of such provision. The technical data, specifications and other details found in the software product description do not constitute a warranty as to quality, unless expressly confirmed by Ventuz.

4. Software is never entirely free from error, which is why the complete absence of errors from the Contract Software is not an agreed quality.

5. The Contract Software as well as any hardware is provided 'as-is' and without warranty of any kind, express, implied or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose. In no event shall Ventuz be liable for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of the Contract Software.

§ 3 Licenses

1. Upon Activation (as defined in § 3 Section 3) and payment in full of the agreed License Fee, Ventuz grants Customer a non-exclusive, non-transferable and non-sublicensable right to use the Contract Software for the intended purpose (as further specified in the quotation or these General Terms and Conditions) and to the agreed extent and limited geographically to Customer's business premises or Customer's project or installation premises in question (License).

2. Ventuz and Customer will agree on either a perpetual license (Software Purchase) or license limited in time (Software Subscription/Software Rent), which will be indicated on the relevant quotation.

3. The license is activated by either (i) establishing a connection between the Contract Software and a license server through the internet or, (ii) automatically after a grace period specified in the price list which grace period commences on the day that is the earlier of (y) the date of Customer's receipt of the invoice or (z) the date of Ventuz' receipt of pre-payment by Customer, or (iii) manually by Ventuz at Customer's request (all activations (i), (ii), and (iii) herein defined as: Activation). The Activation shall be repeated each time a new contract period commences.

4. Notwithstanding the prior paragraph, Customer shall not transfer the License to an affiliate or third party (Transferee) without Ventuz' prior written consent and only if Customer ensures that the Transferee binds itself to these General Terms and Conditions. If Customer transfers the License according to this paragraph, Customer and the Transferee are liable to Ventuz for the payment of the license fee and any transfer fee (as specified in the then-current price list) as joint debtors in the meaning of Sect. 421 BGB.

5. Customer agrees that it will not use the Contract Software in critical infrastructures as defined by Sect. 2 para. 10 of the Act on the Federal Office for Information Security (*Gesetz über das Bundesamt für Sicherheit in der Informationstechnik – BSIG)* in a way that a failure of the Contract Software would have an impact on the functioning of such critical infrastructure*.

6. Subject to the specifications in the relevant quotation, Customer shall not rent, lease, sell, sublicense, assign his or her rights in the Contract Software, nor authorize any portion of the Contract Software to be copied onto another individual or legal entity's computer except as may be expressly permitted herein.

7. The Contract Software and any authorized copies that Customer makes are the intellectual property of and are owned by Ventuz and all rights pertaining to the for-profit distribution of this Contract Software are retained by Ventuz. The Contract Software and any rights thereto remain the sole property of Ventuz.

8. Customer is not authorized to bundle the Contract Software with any commercial package or to distribute it in any commercial publication, without the express written permission by Ventuz.

9. Customer is not authorized to actively edit, duplicate, disassemble, decompose, alter or modify the Contract Software in any way, and Ventuz specifically notes that even minor changes or extensions of the Contract Software may cause the Contract Software to suffer significant and unpredictable operational issues. The Parties agree that problems that arise due to individual adjustments, changes or extensions of the Contract Software by Customer do not constitute a defect of the Contract Software.

10. The right to copy the Contract Software is limited to the installation thereof on a certain number of user interfaces or computer systems specified in the relevant quotation and/or to a copy of the Contract Software that is needed to load, display, execute, transfer or store the Contract Software, in addition to Customer's right to create a copy for back-up purposes in accordance with Sect 69d para 2 of the German Copyright Act (*Urheberrechtsgesetz – UrhG*).

11. In the event that the number of users at Customer and/or the number of installed software units rises above the maximum number specified in the relevant quotation, such additional use of the Contract Software is allowed only if Customer acquires additional rights for the use of the Contract Software in sufficient number. Customer shall promptly inform Ventuz of such increase in the number of users and/or the number of installed software units.

12. Ventuz is entitled periodically – but at least once per year – to monitor compliance with the provisions

of this agreement. Customer shall assist at its own expense and provide to Ventuz all relevant and truthful information to enable Ventuz to monitor compliance with this agreement.

13. Each use of the Contract Software that goes beyond the provisions of this License Agreement or the specifications of the Contract Software is – even if such use is technically possible – subject to Ventuz' prior consent. Ventuz may implement technical measures within the meaning of § 95a of the German Copyright Act in order to prevent Customer's use from exceeding the scope specified in the relevant quotation (excessive use). Such measures may include the use of a software protection dongle (Dongle). If in Customer's opinion, the use of such technical measures violates applicable law, it shall notify Ventuz thereof and the Parties shall assess in good faith alternatives and, in any case, take into account Ventuz' interest in protecting its proprietary Contract Software. At any time, Ventuz may further revoke its tolerance of a given instance of excessive use and prohibit Customer from engaging therein. Any use made without authorization by Ventuz is subject to compensation at the applicable rate. Ventuz further reserves the right to demand damages on account of excessive use.

14. In the event that Customer violates one of the foregoing provisions, any and all licenses granted under this agreement lapse and fall back to Ventuz, in which case Customer shall cease its use of the Contract Software immediately and completely.

15. In all cases in which Customer's license lapses (e.g. due to rescission, subsequent delivery, end of agreed license term or termination of the agreement), Customer shall immediately return all assets delivered by Ventuz hereunder and Customer shall delete all copies and license files on Customer's systems, Dongles and other storage devices for licenses unless Customer is legally obligated to retain them. Such obligation to return does not relate to Dongle(s) that have been purchased by Customer.

16. The Contract Software may make use of technologies governed by individual licenses. The use of these technologies is covered by license agreements between Ventuz and the respective technology licensor. For more information, the individual license agreements may be made available upon Customer's legitimate interest and request.

17. Ventuz may make available to Customer a version of its software for testing purposes (Professional Learning Edition or Prototyping and Learning Edition). Customer shall not use these editions for commercial purposes or production purposes and shall not produce works, services, or data for any commercial use.

§ 4 Maintenance

1. Subject to further specifications in the relevant quotation or any written agreement between the Parties, upon Activation, Ventuz shall provide Maintenance for Contract Software to Customer (i) with regard to a Software Purchase, during the first year upon Activation and, if mutually agreed at least by email, thereafter, or (ii) with regard to a Software Subscription, during each time period that the Subscription Fee has been paid for in advance.

2. The maintenance services for Contract Software that Ventuz offers are limited to:

(a) updates (bugfixes, code corrections and patches of the Contract Software), such updates only to be provided at Ventuz' sole discretion,

(b) Minor Releases and Major Releases (enhancements, new technologies, extensions, general enhancements and/or modifications to the Contract Software), such Minor Releases and Major Releases only to be provided at Ventuz' sole discretion,

(c) an online knowledge base of information,

(d) a community support forum where customers, partners, and other users of Ventuz software products can share information and ideas about how to use the software,

(lit. (a)-(d) all together: Maintenance).

3. Unless the relevant quotation specifically provides otherwise, Ventuz owes no further services under this agreement. In particular, under this License Agreement, Ventuz is neither obligated to render installation, implementation, setup, consulting, adjustment and/or training services nor to create and deliver individual programming and/or additional programs. If, however, Customer and Ventuz agree on such additional services, Customer shall (i) in exchange for the provision of these additional services pay to Ventuz the applicable fees and expenses, including without limitation any cancellation fee for cancelled or postponed services, as well as any taxes, if any, required to be paid by Ventuz in respect of fees for such services, (ii) reimburse Ventuz for reasonable travel expenses (even where the destination is within the same city) and any other reasonable disbursements incurred as a result of business travel in connection with such additional services, and (iii) reimburse Ventuz for any reasonable out-of-pocket expenses incurred in the provision of such additional services, including, but not limited to telecommunication expenses and other office related expenses. With regard to Ventuz' liability for such additional services, § 10 of these General Terms and Conditions applies.

4. The Maintenance will always relate to the Contract Software in its entirety, provided that Ventuz offers services for it.

5. Maintenance does not include maintenance services for (i) software that is used on or in conjunction with hardware or software other than as further specified, (ii) customized, altered or modified software, (iii) defects in the Contract Software due to accidents, hardware malfunction, abuse or improper use, (iv) any version of the Contract Software for which Maintenance has been discontinued by Ventuz, (v) any on-site services or remote access services (unless Ventuz requests remote access to assist Ventuz in understanding an issue), (vi) assistance in developing user-specific customizations, (vii) assistance with installation or configuration of hardware, including computers, hard drives, networks or printers, (viii) assistance with non-Ventuz products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems.

§ 5 Hardware

1. Upon mutual agreement between the parties, Ventuz provides Customer with hardware as indicated in the relevant quotation.

2. Ventuz does not make any warranty regarding the interoperability of any hardware with the Contract Software or any other software.

3. The method of shipping and packaging lies within Ventuz' full discretion.

4. Customer shall pay the agreed purchase price for the hardware, as well as the costs for shipping and packaging, as indicated in the relevant quotation.

5. Ventuz retains all title in and to the hardware until full payment of the agreed purchase price.

§ 6 Customer's duties of cooperation

1. Customer shall provide for a hardware and software that is suitable for the operation of the Contract Software and/or the hardware.

2. It is further incumbent on Customer not to use any hardware or software contrary to Ventuz' recommendations which can be found here: www.ventuz.com/systemrequirements. If hardware or software is used contrary to Ventuz' recommendations, the Parties agree that any resulting partial or full impairment of the performance of the Contract Software and/or the hardware does not constitute a defect or any other failure on Ventuz' side.

3. Customer shall take adequate measures to prepare for instances in which the Contract Software and/or the hardware does not work properly, be it wholly or in part (e.g., data back-ups, error diagnosis, periodic tests reviews).

§ 7 Renumeration

1. Customer shall pay to Ventuz license fees for the Contract Software as specified in the quotation and according to the then-current price list of Ventuz and depending on the type of license model (Software Purchase or Software Subscription/Software Rental as defined herein). Ventuz makes the Contract Software available for download from a network at its own cost. Customer is responsible for the cost of downloading the Contract Software.

2. Subject to specifications in the relevant quotation, Customer shall pay to Ventuz, in addition to any license fee, a fee for Maintenance as well as any additional fees (e.g. reactivation fee), if applicable, according to the then-current price list (Maintenance Fee). Ventuz will provide the then-current price list to Customer upon request.

3. The payment terms depend on the type of license model agreed between Ventuz and Customer and in any case are subject to the terms set forth in the relevant quotation and these General Terms and Conditions:

(a) In general, Ventuz requires full or part payment in advance, as indicated in the relevant quotation. The invoice will be provided after receipt of such advance payment.

(b) Under a Software Purchase and only if Ventuz refrains from payment in advance, the invoice shall be presented before the Contract Software is delivered. Payments are due and payable fourteen (14) calendar days from the date of the invoice.

(c) Under a Software Subscription/Software Rent, payments are due latest on the first day of every contract period as specified in the relevant quotation.

(d) Regardless of the conclusion of a Software Purchase or a Software Subscription/Software Rent, the Maintenance Fee is due and payable in advance in the year of contract formation on the date of entering into this License Agreement, for every following year in advance on the date that is the anniversary of the conclusion of this License Agreement.

4. Ventuz will provide invoices electronically, except Customer demands, by written notice, paper based invoices.

5. Ventuz in its sole discretion may grant discounts as indicated in the relevant quotation.

6. Unless otherwise indicated in the relevant quotation, all payments to be made by Customer to Ventuz under this Agreement shall be made in Euro by bank wire transfer without deduction for wire transfer fees in immediately available funds to such bank account designated by Ventuz.

§ 8 Delivery and transfer of risk

1. Unless otherwise agreed, Customer will be provided with one (1) copy of the relevant version of the Contract Software current at the time of shipment.

2. Ventuz will deliver to the Customer the Contract Software by making it available for download (Electronic Delivery). Ventuz may supply a software protection dongle to the delivery address. Customer shall pay the costs for shipping and packaging of the Dongle. The Dongle itself does not contain the Contract Software but merely a license-registration code.

3. Delivery of any purchased hardware is deemed effected at the time Ventuz passes the hardware to the forwarding agent; Electronic delivery is deemed effected at the time Ventuz makes the Contract Software available for download and with regard to the delivery of the Dongle at the time Ventuz passes the Dongle to the supplier. The risk transfers to Customer at the time of such delivery.

§ 9 Rights in case of defects

1. The Contract Software and/or the hardware provided by Ventuz is programmed essentially to correspond with the specifications. Minor or insignificant deviation from the agreed or assumed quality as well as minor impairments of use shall not be deemed material or legal defects and, therefore, do not give rise to any rights for Customer. Accordingly, specifications do in general not amount to warranties unless a warranty is provided separately in writing. With respect to updates, upgrades and the supply of new versions, Customer's rights in the event of defects are limited to the new functions of such update, upgrade or new version as compared to the previous one.

2. Customer shall report defects in writing, providing a comprehensible description of the symptoms and documenting such symptoms to the extent possible with written records, print-outs or other documents attesting to the underlying defects. Reports of this nature should allow the defect to be reproduced. Customer's statutory duty to examine goods and report defects is not affected thereby.

3. In the event that Customer demands supplementary performance (*Nacherfüllung*) on account of a defect, it is in Ventuz' discretion to choose the way of supplementary performance (repair, subsequent delivery or replacement). In case Ventuz has not been able to remedy a defect within a first period, and Customer grants Ventuz a grace period, within which Ventuz is unable to remedy the defect, or Ventuz has failed to remedy the defect in an adequate number of attempts, subsequent delivery or replacement is deemed unsuccessful; in such cases, Customer may, at its option, rescind this License Agreement subject to applicable legal provisions or reduce the purchase price and demand to be reimbursed for damages or expenditures incurred.

4. If the defect only relates to hardware delivered by Ventuz, Customer is not entitled to rescind the License Agreement in its entirety but only relating to such hardware.

5. If the Dongle needs to be replaced due to loss or defect, Customer shall pay the applicable replacement fees and shipping costs as indicated in the then-current price list. Ventuz is not responsible and will not give any refund for the time during which the Contract Software could not be used due to loss or defect of the Dongle.

6. Customer cannot terminate or rescind the License Agreement on account of Ventuz' non-performance or under-performance if Customer has contributed to the defect, such contribution not being insignificant.

7. In the event that Ventuz renders services to assess or remedy defects without being obligated to do so under this License Agreement, Ventuz shall be compensated by Customer at the usual rates. This applies in particular if there is no evidence of a defect or if a defect is not attributable to Ventuz.

8. Customer's rights in cases of defects expire after twelve (12) months, such period of limitation commencing upon Electronic Delivery of the Contract Software, including manuals. In cases of Ventuz' intentional misconduct or gross negligence, the fraudulent concealment of a defect, injuries to life, body or health or legal defects as well as for warranties, the statute of limitations applies.

§ 10 Liability

1. Under this agreement, Ventuz is liable only pursuant to the provisions of Sections 2-8.

2. In all cases of contractual and extra-contractual liability, Ventuz only pays damages (*Schadensersatz*) or covers expenditures made in vain (*Ersatz vergeblicher Aufwendungen*):

(a) in cases of intentional misconduct and the absence of a quality guaranteed by Ventuz (*Beschaffenheitsgarantie*), in the full amount;

(b) in cases of gross negligence, only in the amount of typical foreseeable damages that the duty breached was intended to prevent; however, such limitation does not apply if and to the extent that the damages were caused by Ventuz' legal representatives or senior staff or resulted from the violation of an obligation essential to the agreement (Cardinal Obligation"). Cardinal Obligations are fundamental obligations, which form the core of the agreement, which were instrumental in bringing about its execution and on the fulfillment of which Customer may rely;

(c) in cases of simple negligence, only in reference to the violation of a Cardinal Obligation, provided that the object of the agreement is placed in jeopardy, and only in the amount of typical foreseeable damages that the duty that was breached was intended to prevent, but always limited to the lower of (1) EUR 50,000 per damaging event, up to EUR 250,000 in total, or (2) the amount paid to Ventuz under this License Agreement.

(d) Ventuz shall apply the diligence customary to its business (*branchenübliche Sorgfalt*). When determining whether Ventuz is at fault, the Parties acknowledge that no software can be created entirely free from technical error.

3. The right to assert contributory negligence (*Mitverschuldenseinwand*) is not affected.

4. Ventuz is liable for damages caused by intentional misconduct or gross negligence on the part of Ventuz, its legal representatives or senior staff, as well as for damages deliberately caused by other (vicarious) agents; with respect to gross negligence of other (vicarious) agents, Ventuz liability is subject to the provisions governing basic negligence in § 10 Section 2(c).

5. Ventuz is liable to an unlimited extent for damages from injuries to life, body or health caused by the intentional misconduct or negligence of Ventuz, its legal representatives or (vicarious) agents.

6. Ventuz is liable for damages resulting from the absence of assured qualities (*zugesicherte Eigenschaften*) up to the amount that is covered by the purpose of such assurance and which Ventuz could foresee at the time of the assurance.

7. In cases of product liability, Ventuz is liable in accordance with the German Product Liability Act (*Produkthaftungsgesetz - ProdHaftG*).

8. Any further liability on Ventuz' part is excluded.

§ 11 Confidentiality

1. Both Parties undertake forever to protect and hold in confidence the other Party's information which Ventuz or Customer protect against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content, including knowledge, documents, business secrets, information regarding Ventuz' research and development, product offerings, pricing and availability of Ventuz' products and Ventuz' software and source code, programs, tools, data, and other material that Ventuz provides to Customer before or on the basis of the License Agreement (each Confidential Information) acquired before and in connection with the performance of this agreement, as confidential to the same extent they protect their own Confidential Information, and not less than a reasonable standard of care. Confidential Information of the other party may only be shared with or disclosed to third parties who are under obligations of confidentiality substantially similar to those herein and only to the extent this is necessary to enable the receiving party to exercise its rights or perform its obligations under the License Agreement. Any reproduction of any Confidential Information of the other Party shall contain any and all confidential or proprietary notices or legends which appear on the original, as far as this is technically feasible.

2. The foregoing Section 1 shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (b) is generally available to the public without a contractual breach by the receiving party or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or (d) the disclosing party agrees in writing is free of such restrictions.

3. Ventuz is entitled to identify Customer and the respective project/event the Contract Software was put to use as a reference on its homepage or other marketing material.

§ 12 Term and termination

1. If the Parties have concluded a Software Purchase, neither Party may terminate the agreement without cause.

2. If the Parties have concluded a Software Subscription/Software Rent, each Party may terminate the agreement according to the terms set forth in the relevant quotation or these General Terms and Conditions. In case of termination, the License automatically falls back to Ventuz, Ventuz' obligation for further Maintenance, Customer's obligations to further pay the License Fee(s) and the Maintenance Fee shall terminate. Subject to the provisions of the quotation or any individual written agreement between the parties, the Software Subscription has a fixed term of one (1), three (3), six (6), or twelve (12) months and shall thereafter be automatically renewed by successive periods of the agreed fixed term each, unless, at least sixty (60) days, or, in the case of a fixed term of one (1) or three (3) months, thirty (30) days prior to the renewal date, either party gives the other party written notice of termination.

3. Subject to the terms set forth in the relevant quotation, if, in addition to the License, the Parties have agreed on the provision of Maintenance, such Maintenance may be terminated at each anniversary of the Activation with thirty (30) days prior written notice, in which case Ventuz' obligation for Maintenance and Customer's obligation to pay the Maintenance Fee shall terminate. For the avoidance of doubt, where parties have agreed on a Software Subscription, such Maintenance cannot be terminated separately.

4. Regardless of the conclusion of a Software Purchase or a Software Subscription/Software Rent, each Party may terminate the License Agreement for material breach by the other Party. A Party is in material breach of contract when it gravely violates the provisions of this License Agreement, and such violation is not remedied even after the other Party has specifically so demanded in writing.

5. Ventuz is specifically entitled to terminate for material breach if Customer is in default with respect to the payment of contractually owed fees, or if Customer fails to fulfill its obligation even after an adequate grace period was set – unless it raises a justified objection against the underlying payment claim. This also applies in the event that Customer becomes insolvent during the term of the License Agreement, or is at risk of becoming insolvent or over indebted, or in the event that Customer persists with, does not immediately discontinue or

fails to remedy within 30 days a significant breach of contract despite Ventuz' written notice. Ventuz may further terminate the License Agreement for cause if Customer breaches significant duties of cooperation, thus placing the object hereof in jeopardy or, if, due to export/import restrictions or embargoes, Ventuz has a legitimate interest in terminating the contract.

6. If Ventuz terminates the Software Purchase for material breach, the License automatically falls back to Ventuz, Ventuz' obligation for further Maintenance and Customer's obligation to further pay the Maintenance Fee shall terminate. If Customer terminates the Software Purchase for material breach by Ventuz, Ventuz' obligation for further Maintenance and Customer's obligation to further pay the Maintenance Fee shall terminate. If Customer terminates the Software Subscription/Software Rent for material breach by Ventuz, the License automatically falls back to Ventuz, Ventuz' obligation for further Maintenance, Customer's obligations to further pay the License Fee(s) and the Maintenance Fee shall terminate.

7. Upon any termination of the License hereunder (e.g. by rescission, end of agreed license term or termination), Customer shall immediately cease use of the Contract Software and Confidential Information.

8. Within one (1) month after any termination of the License, Customer shall irretrievably destroy or upon Ventuz' request deliver to Ventuz all copies of Contract Software and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Customer must certify to Ventuz in writing that it and its affiliates have satisfied the obligations under this section.

§ 13 Data protection

In some cases, Ventuz processes data regarding the use of its software. However, Ventuz does not collect data about the content generated or edited with the software but merely meta data, which are only used to improve Ventuz' products and services. In some cases this data may contain personal data in the sense of the EU General Data Protection Regulation (GDPR). Specific contents of Customer are only processed if Customer expressly consents to such data processing. Ventuz provides more information about the processing of personal data in its Privacy Policy which can be found here: www.ventuz.com/privacypolicy

§ 14 Miscellaneous

1. Without the written consent of Ventuz, Customer shall not be entitled to assign any rights or claims arising from or in connection with this License Agreement to any third party.

2. Customer may only exercise the right to set-off with respect to undisputed claims or those that have been legally established.

3. Customer may only exercise a right of retention with respect to undisputed claims or those that have been legally established.

4. Any amendment, change, modification or adjustment of the terms of this License Agreement, including this written-form requirement, shall be made in writing and signed by the Parties' authorized representatives.

5. In the event that a provision of these General Terms and Conditions, or any part thereof, is found to be invalid or otherwise unenforceable, the remaining provisions hereof continue in full force and effect, and the Parties will agree to replace the ineffective or unenforceable provision with such appropriate one that comes closest to what the Parties would have wanted at the time of the execution hereof had they been aware of such ineffectiveness or unenforceability; the same applies in cases in which this License Agreement are found to contain a gap.

6. The Agreement will be governed by and construed in accordance with German law, without giving effect to any choice of law or conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

7. Each Party irrevocably agrees to submit to the exclusive jurisdiction of German courts with respect to all claims or matters arising from or in connection with this agreement or the legal relationships established by this agreement. The exclusive legal venue for all disputes arising between the Parties from or in connection with the License Agreement and its implementation is Hamburg, Germany.

8. Neither Party is liable for the untimely, incomplete or absent fulfillment of its contractual obligations if and to the extent that performance is evidently beyond its control, including but not limited to cases of Force Majeure, fire, flood, weather, illness, strike or lock-out, labor unrest, plant closure, embargo, war, accidents, acts of war (whether or not war is actually declared), hostilities or civil unrest, terrorist acts, transportation defects, loss or malfunctions of utilities, communications or computer (software and hardware) services, government action or power outage, provided that the Party in question uses reasonable efforts to comply with the terms of this Agreement as soon as practicable. A Party asserting a Force Majeure Event will notify the other Party promptly, giving an indication of the likely extent and duration of such Force Majeure Event.

9. Insofar as either Party's release pursuant to Section 8 above concerns its principal obligations, the other Party is likewise relieved from its principal obligations for such period of time.