

## Terms of Use for the Online Use of Quentic as a SaaS Solution

### A. General information

**Quentic GmbH** (formerly **EcoIntense GmbH**), represented by its directors, Schreiberhauer Str. 30, 10317 Berlin (hereinafter referred to as "Quentic"), has developed the modular software "**Quentic**", in the following referred to as "Software". This software and the relating mobile App, which is protected by copyright in favour of Quentic, is a web-based enterprise software, in particular for the different areas of responsibility of health, safety, environment and sustainability. Quentic provides this software for use over the Internet as "Software as a Service" (hereinafter referred to as "SaaS") solution. The Customer wants to use the software "Quentic" in its business as a SaaS solution.

The following Terms of Use apply exclusively to companies within the meaning of Section 14 of the German Civil Code (BGB). Private individuals cannot register to use the Software as a SaaS solution.

### 1. General Definitions

- 1.1** "Software": The Software "Quentic" and the related mobile App.
- 1.2** "Licensed Software": The provision of the Software as a SaaS Solution, consisting of the program modules and user licenses listed in the Offer.
- 1.3** "Offer": A summary of the services offered by Quentic taking into account the requests and requirements stated by the Customer. Quentic shall be bound to the Offer only until the date mentioned in the Offer ("closing date"). The Offer refers to the legal Documents that shall be applicable under "www.Quentic.com/legal".
- 1.4** "Order": Agreement of the Customer to the Offer until the closing date by returning the signed Offer or placing the order on his headed paper or otherwise accepting the Offer with reference to it (in text form or in writing).
- 1.5** "Agreement": By accepting/signing the Offer as stated in Section 1.4 the Customer expressly states his agreement with these Terms of Use, which can be viewed and downloaded in their current version at [www.Quentic.com/legal](http://www.Quentic.com/legal) and this user agreement will enter into force.

### 2. Subject of the Agreement / Service obligations of Quentic

- 2.1** The subject of the Agreement are the services, licenses and program modules listed conclusively in the Service summary of the Offer by Quentic. The general scope of functions of the Software as well as the hardware and software operating conditions of the Software which are necessary for the Customer arise from the data sheets of the individual program modules (these data sheets can be viewed on and downloaded from the website "[www.Quentic.com/downloads](http://www.Quentic.com/downloads)"), the "Client System Requirements (SaaS)" as well as the user documentation

which is available in electronic form in the Software. The contractual Software, consisting of the program modules and user licenses listed in the Offer, is hereinafter referred to as the "Licensed Software". The source code of the Licensed Software is not the subject of Agreement.

- 2.2** Quentic shall provide the client with the Licensed Software for use via internet. The client shall therefore receive the technical ability and permission to access the Licensed Software (which is hosted on central servers of the hosting partner of Quentic) via the internet and to use the functionalities of the Licensed Software pursuant to this Agreement. To this end, Quentic shall make the Licensed Software available for use by the client as well as by the users authorised by the client. The client is also entitled to authorise external parties (such as consultants, auditors and suppliers) to use the Licensed Software, provided they are not in competition with Quentic. In a direct competition includes those products or services that may be regarded as comparable, interchangeable or replaceable.
- 2.3** Quentic shall make both German- as well as English, language user documentation available in electronic form within the Licensed Software. This shall contain detailed instructions and regulations on the use of the Licensed Software.
- 2.4** The agreed delivery and transfer location for the contractual services of Quentic is the router output of the data centre. The connection of the client to the internet, maintenance of the network connection as well as the procurement and provision of the hardware and software required by the client is not the subject of this Agreement.
- 2.5** The Licensed Software shall be available 24 hours a day, seven days a week. The average availability during the main processing time is 98% on a monthly average. The main processing time is – with the exception of national holidays – from Monday to Friday from 8:00 a.m. to 6:00 p.m. Central European Time (CET) and Central European Summer Time (CEST), if applicable. Outside of the main processing time, the Licensed Software can still be available, yet with possible interruptions and restrictions. Quentic is entitled to maintain, service and perform backups on the Licensed Software and/or hardware systems only outside of the main processing time, provided that an intervention is not required for urgent reasons. If maintenance work is required during the main processing time and the Licensed Software is therefore not available, Quentic will inform the client about said situation in a timely manner. Quentic is not responsible for internet/network-related downtime through which the hardware and software cannot be accessed via internet due to technical or other problems which are beyond the sphere of influence of Quentic (e.g. force majeure, fault of third parties, etc.).
- 2.6** Quentic shall use security programs, such as virus scanners and firewalls, in order to prevent unauthorised access to the client's data and the transmission of harmful data, in particular viruses, as far as is possible with rea-

sonable economic and technical effort. However, the client is aware that complete protection against damaging data and unauthorised access to the data of the client is not possible. If a hazard cannot be eliminated in another technically and economically reasonable and promising manner, Quentic is entitled to delete that data of the client which includes damaged contents, after informing the client. Quentic shall notify the client thereof. The client is solely responsible for compliance with commercial and tax-related retention periods.

- 2.7** Quentic shall backup its server regularly and protect it with reasonable technical and economic effort against interference by unauthorised persons/entities. If a loss of data still occurs, the client will transfer the data in question again, free of charge, to the server of the hosting partner of Quentic. Quentic will afford to provide support, free of charge, in this. For compliance with commercial and tax-related retention periods, the client is solely responsible.
- 2.8** Quentic shall be responsible for maintaining the Licensed Software (Updates or Upgrades), in particular the diagnosis and correction of defects within a reasonable time (Hot Fixes und Patches). Defects are substantial deviations from the contractually agreed specification only upon contractually agreed use. Further maintenance services can be provided by Quentic for an additional cost.
- 2.9** Quentic supports the client during disturbances in the contractual use of the Licensed Software and during usage issues (Hotline). The client can use the hotline from Monday to Friday (except national holidays) from 8:00 a.m. to 6:00 p.m. CET or CEST through his contact person by phone, e-mail or fax. The contact data will be provided to the client's contact person upon conclusion of the Agreement. Within the scope of their operational and personnel capacities, Quentic shall answer hotline requests in a timely manner and by a single employee. Quentic shall handle hotline requests of the contractor via remote access, to the extent that the specific problem permits. Support will be provided in German and English.
- 2.10** Unless expressly agreed in writing, Quentic does not owe any further services. In particular, Quentic is not obliged to provide installation, setup, consulting, customisation and/or training services or to create or provide customised programming or additional programs. However, Quentic can provide these services for a separate fee upon written agreement with the client. As between Quentic and Customer, all rights, title, and interest in and to all intellectual property rights in the Service and documentation are owned exclusively by Quentic. Except as provided in this Agreement, Quentic does not grant Customer any rights, express or implied, or ownership in the Service, documentation or any intellectual property rights.
- 2.11** Quentic shall provide technical connectivity between Quentic and [www.umwelt-online.de](http://www.umwelt-online.de), operated by UWS Umweltmanagement GmbH, hereinafter referred to as Umwelt-Online. However, Quentic has no influence on the content or the availability of Umwelt-Online. To access Umwelt-Online, the client requires a login (consisting of a user name and password) licensed by UWS

Umweltmanagement GmbH. In the case of technical changes in the service of Umwelt-Online, Quentic shall endeavour, with reasonable effort, to adapt the technical connectivity between Quentic and Umwelt-Online accordingly. Any optional, automated e-mails which are sent by Quentic during standard updates do not constitute legal advice. The client must fulfil his duty of care in the examination of relevant legislation to the full extent. Quentic cannot be held liable under any circumstances in this respect.

### **3. Usage rights**

- 3.1** For the term of this Agreement, Quentic grants the client a non-exclusive, non-transferable, non-sublicensable right, in exchange for payment, to use the Licensed Software on the system in the data centre of the hosting partner of Quentic by (at most) the number of users named in the Offer. The Licensed Software shall not be transferred to the client. If Quentic provides new versions, updates or upgrades of the Licensed Software during the term of this Agreement, the above right of use shall apply accordingly. Beyond the purposes of this Agreement, the client is not entitled to use, reproduce, download, disassemble, reverse engineer or decompile or make available to third parties outside of the agreed user group the Licensed Software or data other than its own.
- 3.2** The client is obliged to ensure that only those users previously determined and authenticated by the client can access the Licensed Software, and that no more than the allowable maximum number of users pursuant to this Agreement shall access the Licensed Software at any time.
- 3.3** For each case in which the fault of the client enables the use of the Licensed Software by unauthorised users or by third parties, the client must pay compensation in the amount of the remuneration that would be incurred in the case of concluding an Agreement during this unauthorised use. The client reserves the right to prove that no or significantly lower damage occurred. All other rights of Quentic remain unaffected by the above provision.
- 3.4** If the contractual use of the Licensed Software is negatively affected by rights of third parties through no fault of Quentic, Quentic is entitled to refuse the services affected thereby. Quentic shall inform the client thereof without delay and shall enable the client to properly access its data. The client is not obliged in this case to provide any payment. Other claims or rights of the client remain unaffected.
- ### **4. Obligations of the client**
- 4.1** The client will bear sole responsibility for ensuring that the users of the Licensed Software have access to an internet connection as well as to appropriate software and hardware equipment and configurations in accordance with the provisions of this Agreement. The Client is solely responsible for the operation and maintenance of these technical requirements.

- 4.2** The client will protect the user and access authorisation as well as the identification and authentication backups provided to the client or to the users against access by unauthorised third parties and will not disclose the same to unauthorised users. Once the client has evidence that the use and access authorisation has been unlawfully obtained from or could be abused by a third party, the client is obliged to inform Quentic immediately thereof, so as to mitigate any loss involved.
- 4.3** The client shall not misuse the Licensed Software or allow it to be misused. The client is prohibited in particular from entering any data or content that violates laws, foreign property rights or copyrights or that infringes upon other rights of third parties. The client is solely responsible for the information and content which it provides. The client will also refrain from any attempt, on its own or through unauthorised third parties, to retrieve any information or data without authorisation, to interfere with programs that are operated by Quentic or to allow such interference, or to access the data networks of Quentic without authorisation.
- 4.4** The client shall inform Quentic immediately of any errors in the contractual services, indicating how and under which circumstances the error or defect has occurred, and shall support Quentic actively and at no charge during the troubleshooting process. The client is also obliged to instruct the users of the Licensed Software to report disturbances, regardless of their degree of severity, immediately to a responsible contact person who is designated in-house, and who shall then relay such reports immediately to Quentic.
- 4.5** If, after inspecting a reported defect by the client, Quentic determines that the defect has not occurred within the area of responsibility of Quentic, Quentic can charge the client for the cost of inspecting the defect report at the prices applicable at that time. This does not apply if the customer was not in a position to see, despite using the required diligence, that the fault did not occur within the area of responsibility of Quentic.
- 4.6** Prior to sending the data and information, the client shall check it for viruses and use state-of-the-art anti-virus programs.
- 4.7** If a third party claims a violation of law due to the data or content provided by the client, Quentic is entitled to block the contents fully or temporarily if a doubt which is justifiable through objective evidence exists as to the legality of the data and/or content. In such a case, Quentic will ask the client either to cease the infringement within a reasonable time or to prove the legality of the content. If the client does not comply with this request, Quentic shall be entitled, notwithstanding further rights and claims, to terminate the Agreement for good cause without giving notice. Quentic can charge the expenses which it incurs as a result of these measures to the client at the prices applicable at that time. If the client is responsible for the infringement, the client shall compensate Quentic for any resulting damage and shall exempt Quentic from any third party claims. Further rights are reserved.
- 4.8** If the client commits a severe or other violation of its obligations under this Agreement, as well as in the case

of repeated violations, Quentic is entitled, at its own discretion, to fully or partially suspend the use of the contractual services by the client or to terminate the contractual relationship for good cause and without notice. Quentic can charge the client for the costs that Quentic incurs as a result of said measures at the prices applicable at that time. If the client is responsible for the infringement, it is obliged to compensate Quentic for any resulting damage.

## **5. Remuneration**

- 5.1** The remuneration for the use of the Licensed Software under this Agreement is governed by the Offer. It consists of one time and ongoing fees for the provision of the Licensed Software. If Quentic provides further services which are not explicitly mentioned in this Agreement, the respective prices which are valid at Quentic shall apply thereto.
- 5.2** The client is required to pay for the use of the Licensed Software via the access data made available to the client even if said use occurs by unauthorised users or unauthorised third parties. In order for Quentic to be entitled to said remuneration, proof must be provided that the client is responsible for said use by the third party. The payment obligation shall also exist if the client has a reasonable suspicion that the access data has become known to third parties and Quentic has not been informed immediately. However, the client is not obliged to pay for the unauthorised use if the use has taken place after the client has informed Quentic about the disclosure of the access data to third parties.
- 5.3** Unless otherwise agreed, the ongoing fees are payable annually in advance and without deduction within 14 days after receipt of the invoice. Unless otherwise agreed, other payments will be due within 14 days, without deduction, after provision of the respective service and receipt of the invoice by the client.
- 5.4** All listed fees and prices are exclusive of the legally applicable VAT which shall be provided separately in the invoice in addition to the remuneration.
- 5.5** Payment is only possible by bank transfer. Especially payment by check is not accepted. Quentic is not obliged to accept other Payments without any special written agreement and does not accept them at any time - even not implicitly.
- 5.6** Quentic retains the right to change the prices and fees for the contractual services in order to compensate for higher personnel and other costs. Such a price change is, however, permitted no earlier than twelve months following the conclusion of the Agreement and only once per contractual year. Quentic will inform the client in writing of such changes at least six weeks prior to their taking effect. In the event that the client does not accept the price increase, the client is entitled to terminate the Agreement as a whole with a period of one month to the end of the calendar month if the price increase amounts to more than 10% of the previous price. In the case of termination, the non-raised price before the termination becomes effective shall apply.

**5.7** The client may only present, offset or assert a right of retention regarding claims which are legally established final and absolute or which are undisputed, or such claims which are in a synallagmatic relationship with the principal claim.

## **6. Default**

**6.1** If the client is late with the payment of a considerable amount, Quentic has the right to block access to the Licensed Software. A considerable amount is defined as an amount equal to two months' remuneration. In such a case, the client is obligated to pay the outstanding remuneration.

**6.2** If the client is in arrears with the payment of the fee in a considerable amount for a period that extends over more than 60 days, Quentic is entitled to terminate the Agreement without notice and to require a contractual penalty in the form of immediately payable lump sum amounting to three (3) monthly lump-sum payments for the regular provision of the Licensed Software (calculated on the annual amount in gross). Quentic reserves the right to assert further claims for late payment. The penalty shall be applied to any claims for damages resulting from the delay in payment.

**6.3** If Quentic is in default with the operational provision of the Licensed Software, the liability shall be based on Section 8. In such a case, the client shall only be entitled to terminate the contract without notice if Quentic does not comply with a reasonable extension set by the client, which has to be at least three weeks.

## **7. Service changes**

**7.1** Quentic may change the Service at any time in a manner which is reasonable for the client. The change is particularly reasonable when it is necessary for good cause (such as in the case of a disturbance in the Service by the hosting partner) and the Service characteristics (as described in the Offer and the user documentation) are still essentially fulfilled. Quentic shall inform the client about the changes, in writing or by e-mail, at least six weeks prior to the date of their effect, provided that there are no compelling technical or legal reasons to not do so.

**7.2** Independently of the foregoing, Quentic is entitled to change or supplement the range of services or parts thereof at any time. Quentic will inform the client in writing or by e-mail of said change or addition at least six weeks prior to it being implemented. The client can object to these changes, in writing or by email, within a period of two weeks from the notification of the change. If the client does not object, the changes and supplements shall become part of the Agreement. In the notification of the change, Quentic shall inform the client of the consequences of the client's behaviour. If the client objects to the change in due time, Quentic may terminate the Agreement by way of regular termination at the earliest possible date.

## **8. Liability for defects**

**8.1** Quentic is liable for defects of the contractual services in accordance with this Section 8 and Section 10.

**8.2** Claims according to § 536a BGB (German Civil Code), in particular the guarantee liability independent of fault and the self-advance right, are excluded.

**8.3** A material defect is present only if the Licensed Software does not have the agreed contractual quality or is unsuitable for the contractually agreed use. The contractual nature of the Licensed Software results in particular from the provisions of this Agreement and the specifications in the user documentation and Offer. In the case of deviations which only insignificantly impair the suitability of the Licensed Software for the use presupposed in the Agreement, claims for material defects are excluded (insignificant deviations). Significant deviations include those deviations which affect the stored data in such a way that an appropriate, economically and meaningful use of substantial parts of the Licensed Software is not possible or only possible to a very limited degree. In case of doubt, merely slowing the program execution is to be regarded as an insignificant deviation. Malfunctions that result from improper use of the Licensed Software by the client, in particular from the non-observance of usage conditions or instructions pursuant to the provided documentation, shall not be deemed as material defects.

**8.4** If the services to be provided by Quentic according to this Agreement are deficient, Quentic will ensure that the services are improved or provided again in a manner of Quentic's choice, or that the client is ensured of the contractual use of the Licensed Software; this is to occur within a reasonable period that shall allow at least two attempts of improvement, and after receipt of a written complaint by the client. When using third party software which Quentic has licensed for use by the client, the liability for defects exists in the procurement and integration of commonly available upgrades, updates or patches, as long as this is sensible from a technical and/or economic point of view, especially with the server environment of Quentic or that of the hosting partner.

**8.5** If the defect-free provision fails due to reasons for which Quentic is responsible, even within a reasonable period set by the client in accordance with Section 8.4 (minimum 30 days), the client may terminate the contract without notice or claim a reduction. Termination without notice is only possible as long as the fault is preventing operation and significantly restricts the use of the software or makes the use of the software unreasonable for the customer due to several minor defects as a whole. The right of reduction is limited to the amount of the remuneration which is due for the defective part of the service.

**8.6** The client shall inform Quentic immediately in writing or by e-mail of any defects which have occurred. The effective dates for improvement are to be agreed upon such that they correspond to a dimension which is conventional with regard to software agreements as well as to the characteristics of software.

## 9. Third party property rights

**9.1** If claims are brought against the client for violations of intellectual property rights and copyrights of third parties as a result of the contractual use of the services provided by Quentic, Quentic shall exempt the client from these claims under the following conditions:

- (a) the client notifies Quentic immediately in writing as soon as the former becomes aware of the claims made against it, and
- (b) the client grants Quentic control of all defensive measures and settlement negotiations. In particular, the client shall not provide any judicial or extrajudicial recognition regarding claims of third parties, and
- (c) the client supports Quentic in defending or settling the claims in an appropriate manner.

**9.2** Regarding the obligation to indemnification pursuant to Section 9.1 above, Quentic is obliged to pay damages to the client for the infringement of intellectual property rights of third parties only if Quentic has been responsible for the infringement.

**9.3** The rights of the client pursuant to this Section 9 do not apply if the infringement of property rights of third parties results because the client

- (a) has conducted a change to the contractual services which has not been approved in writing by Quentic under this Agreement or otherwise in writing, or
- (b) uses the contractual services in a way other than for the purposes of this Agreement, or
- (c) combines them with hardware or software that does not conform to the requirements specified in this Agreement or to which reference has been made.
- (d) violates Section 11.3. of this Agreement.

## 10. Liability

Quentic is liable, for whatever legal reason, conclusively as follows:

**10.1** The contractual parties shall be liable without limitation for intent (“Vorsatz”) and gross negligence (“grobe Fahrlässigkeit”).

**10.2** Quentic is liable for slight negligence (“einfache Fahrlässigkeit”) only in the case of a breach of an essential contractual obligation (“Kardinalpflicht”), as well as for damages resulting from injury to life, body or health. In case of a slight negligent breach of cardinal obligations, the liability is limited to the contractually typical, foreseeable damage, but not exceeding an amount of EUR 50,000 per event.

**10.3** Quentic is not liable for lack of economic success, lost profits, indirect damages, consequential damages or claims by third parties, with the exception of claims arising

from an infringement of intellectual property rights of third parties in accordance with Section 9.

**10.4** If content is provided Quentic (paid or unpaid) is not liable for results obtained from use of the Service and any conclusions drawn from such use. Quentic shall have no liability for any damage caused by errors or omissions in any information or instructions provided by Quentic. The customer has to be aware of the fact that content provided by Quentic has solely a help function without any legal validity at any time and is not exhaustive. In particular, the customer himself is responsible for complying with the regulations of occupational health and safety and other regulations. The customer will inform the user of the content about this fact..

**10.5** The client is responsible for regularly backing up its data. In the case of a loss of data for which Quentic is responsible, Quentic shall be liable in accordance with the above provision only for the expense of duplicating the data, the backup copies to be created, and for the cost of restoring the data which would be lost even with a standard data backup procedure.

**10.6** The limitations of liability pursuant to the above sections apply, mutatis mutandis, in favour of the employees and agents of Quentic.

**10.7** Any liability on the part of Quentic for issued guarantees which have to be expressly designated as such in order to be warranties in a legal sense, as well as for claims due to the German Product Liability Act (“Produkthaftungsgesetz”), remains unaffected.

## 11. Data protection and Confidentiality

**11.1** Both parties shall comply with the relevant applicable data protection regulations, in particular those which are in force in Germany, and shall undertake to oblige their employees who are working in connection with the Agreement to maintain data confidentiality, provided that they are not already committed accordingly in a general fashion.

**11.2** Both contractual parties shall also comply with the provisions that are applicable for order processing and for the data centre used by Quentic and shall take the necessary technical and organisational measures to protect personal data within the meaning of Article 32 General Data Protection Regulation (GDPR).

**11.3** If the client collects, processes or uses personal data itself or through Quentic, the client will be responsible for ensuring that it is entitled to do so under the applicable regulations, in particular the data protection regulations, and shall exempt Quentic of any third party claims in the event of a breach.

**11.4** In terms of the right of disposal and ownership, the client is solely entitled to all client-specific data (input, processed, stored and/or output data). Quentic shall not check the data or content stored for the client regarding legal admissibility of the collection, processing and/or use; this responsibility will fall exclusively to the client.

**11.5** The contractual parties shall use all documents, information and data that they receive for the execution of this Agreement and which are confidential or identified to them as confidential only for the execution of this Agreement and, if said documents, information and data are not public knowledge, the parties shall treat them as confidential business or trade secrets. Confidential Information shall include, but not be limited to, the following:

- (a) technical and non-technical information in any form, technical specifications, all source code, object code, screen displays, printed computer output, flowcharts, drawings or sketches, models, know-how, processes, algorithms, software programs, databases, formulae in any form, and all notes, memoranda or recordings, or videographic, alphanumeric, audiophonic or telephonic data, regardless of who prepared such work or on which medium it is stored;
- (b) product and marketing plans, customer lists, financial information or projections, business policies or practices, analyses, compilations, studies, regardless of the type of media on which it is stored;
- (c) quotes or any other commercial offers and pricing information exclusively prepared for Buyer and/or provided to Buyer by the Supplier; and
- (d) any extract, summary, report, analysis, material antecedent to the development of any of the aforementioned, and any derivative work thereof.

The contractual parties shall impose a suitable obligation upon their employees and involved third parties that are affected by this Agreement. These obligations shall remain in force even after the termination of this Agreement, for whatever reason, for a further two years after the expiry date. If Quentic commissions subcontractors, Quentic will oblige the concerned subcontractors accordingly.

## **12. Contractual term, termination**

- 12.1** Unless otherwise agreed, the minimum contractual term shall be one (1) year, beginning on the day of the operative provision of the Licensed Software, i.e. regularly with the conclusion of the Agreement pursuant to Section 1.5 ("initial term").
- 12.2** If the Agreement is not ordinarily terminated at the end of the contractual period, the Agreement shall automatically be extended by one (1) year.
- 12.3** The contractual relationship can be terminated by either party at the earliest upon expiration of the initial term, subject to the above provisions. The notice period in this case shall be three (3) months before the expiration of the initial term. After the initial term, the Agreement may be terminated subject to the foregoing provisions within a period of three (3) months at the end of a contractual year.
- 12.4** The right to termination for good cause shall not be affected. Good cause for termination exists if:

- (a) a contractual party violates an essential obligation or repeatedly violates a non-essential obligation under the Agreement and does not rectify the violation even after being requested to do so by the other party within a reasonable time, or
- (b) it is unreasonable for a contractual party to adhere to the Agreement due to force majeure, or
- (c) insolvency proceedings have been opened regarding the assets of the other contractual party, or the opening of such proceedings is imminent.

**12.5** All notices under this Agreement must be in writing in order to be effective.

**12.6** Upon termination of the contractual relationship for whatever reason, the contractual parties are obliged to properly settle the Agreement. To this end, Quentic shall in particular

- (a) release to the client or a third party identified by the client the data of the client which has been stored within the scope of the Agreement at the expense of Quentic, as well as any databases created within the scope of the Agreement, not later than four weeks after the end of the Agreement through remote data transmission as well as on data carriers in a form selected by Quentic, and
- (b) immediately delete the data of the client after confirming the successful transfer, as well as destroying any copies made thereof.

## **13. Force Majeure**

**13.1** Quentic is released from the obligation to any Service according to this Agreement if and to the extent that the non-fulfilment of Service is due to the occurrence of force majeure after the signing of the Agreement.

**13.2** Incidents of force majeure are, for instance, wars, industrial action, unrest, expropriation, storm, flooding and other natural disasters as well as any other circumstances that are not the responsibility of Quentic (in particular, water leaks, power failure and the interruption or destruction of data-carrying cables).

**13.3** Each contractual party must immediately inform the other contractual party in written form of any case of force majeure that has arisen and must inform the other contractual party in the same manner as soon as the force majeure event has ceased.

## **14. Final provisions**

**14.1** All agreements that involve a change, amendment or detailing of these Agreement terms, as well as any special assurances, guarantees and agreements, are to occur in writing, unless otherwise stipulated in this Agreement. This also applies to any waiver of this requirement for the written form. Guarantees shall only be qualified as legal guarantees if they are expressly designated as guarantees. If explanations, supplements, specifications, assurances and/or guarantees of representatives or agents

of Quentic are stated, they are only binding if Quentic has given their written consent hereto.

- 14.2** In the event of any inconsistency between this Agreement and the Offer shall be decisive.
- 14.3** The contractual parties may only transfer the rights and obligations under this Agreement with the prior written consent of the other party.
- 14.4** By entering into this Agreement, the client grants Quentic the right, for the duration of this Agreement, to identify the client as "reference company" in any form of media (in particular on the website of Quentic) to third parties for promotional purposes. The client may revoke this permission in writing at any time.
- 14.5** Any provisions opposing or deviating from these Terms of Use shall not be applicable unless expressly confirmed in writing by Quentic. These Terms of Use shall apply even if Quentic provides services without reservation in full knowledge of conditions of the client which are contradictory to or deviate from the terms stated herein.
- 14.6** If services are carried out by a third party and in particular identified as such in the Offer, the respective general terms and conditions of the third-party shall apply and become a contractual ingredient. A reference link will refer to the terms and conditions of the third party in the Offer.
- 14.7** Regarding all legal relations resulting from this contractual relationship, the contractual parties agree to apply the laws of the Federal Republic of Germany, with the exclusion of the CISG.
- 14.8** The exclusive place of jurisdiction for all disputes arising from and in connection with this Agreement is Berlin. However, Quentic is also entitled to sue at the location of the headquarters of the client.
- 14.9** The language of the Agreement is German. Translations into other languages only serve the purpose of understanding and are not legally binding.
- 14.10** If any provision of this Agreement is or becomes invalid, the validity of the remaining provisions of this Agreement shall not be affected thereby. The contractual parties are obliged within reason to replace the invalid provision in good faith by another permissible provision with similar economic results, provided that this does not cause a significant change to the contents of the Agreement.