

INDEC Framework Conditions GOBENCH und GOIDEA

(Date of issue: January 1st, 2023)

Preliminary remarks

- 01) INDEC (Industrial Development and Consulting GmbH & Co. KG) is a future-oriented company with a global focus and branches both in Germany and abroad. INDEC has developed the “LET’S START NOW” methodology which provides end-to-end customized processes from support in the market- and competitor analysis sector through to the implementation of innovative ideas. The focus here is on recognizing, quantifying and implementing potential. With GOBENCH and GOIDEA, INDEC also provides tried and tested software infrastructures to increase the efficiency of these processes. GOBENCH and GOIDEA make it possible to make in-house and external product knowledge and innovative ideas more systematic and more dynamic, and to integrate them specifically into product strategies and development processes. By signing these Framework Conditions, and limited to the individual order placed, the customer acknowledges the legal copyright status of LET’S START NOW, GOBENCH and GOIDEA.
- 02) If the customer would like to order customer-specific adjustments to GOBENCH and/or GOIDEA for its individual needs, INDEC shall provide these on the basis of the contractual agreements. The details shall be determined by the respective offer, the customer’s order and the subsequent order confirmation by INDEC, as well as any service and product descriptions that have been included.
- 03) INDEC shall provide GOBENCH and/or GOIDEA either on a server designated by the customer or an external third-party server provided by INDEC, according to the respective contractual agreement. In the absence of instructions to the contrary, the following conditions shall apply equally to both versions.
- 04) To the extent that masculine pronouns are used below, these shall be understood to refer equally to female parties.

A - Scope of these conditions

- 01) INDEC reserves the right to adapt these conditions according to further development of "LET'S START NOW", provided the changes are reasonable for the customer, taking into account the interests of INDEC, and provided the customer agrees to these. The changes shall be deemed accepted unless the customer objects to them in writing or by e-mail within four weeks after receiving the change notification. INDEC shall expressly notify the customer of this when providing the change notification. If the customer raises an objection, both parties shall be entitled to terminate the contract in writing within a notice period of three weeks from the date the objection is raised, without regard for the provision under M. I. The system administrator to be named by the customer shall be notified of any changes made to the Framework Conditions. The system administrator shall confirm receipt of the e-mail via a read receipt within three weeks. If no read receipt is received within this period, INDEC shall be entitled, after sending another reminder with a deadline of a further two weeks, to terminate the contract in writing within a notice period of three weeks from the end of this deadline, without regard for the provision under M. I.
- 02) These conditions shall apply exclusively, even if the customer refers in writing to the applicability of its General Terms in the context of future orders. INDEC and the customer hereby agree in advance that these framework conditions shall also apply in this event, unless the customer and INDEC agree to an exception as per M VII. (1).

B - Definitions

- 01) „GOBENCH“ and „GOIDEA“ describe software infrastructures developed by INDEC which are used – in some cases with customer-specific adjustments – to manage the customer's data in the area of Corporate & Competitive Intelligence.
- 02) "License" describes the right to use the basic system of GOBENCH and/or GOIDEA and any additional modules and add-ons.
- 03) "Operating instructions" describes all of the documentation, instructions (such as PDF or HTML help) and other work documentation regarding GOBENCH and/or GOIDEA.
- 04) "Named user" describes one employee of the customer who is authorized to read, edit or administer files. The log-in cannot be used by any person other than this employee except with a reading license.
- 05) "System administrator" describes the customer's named user(s) who has/ have been trained by INDEC and who has/have internal customer authorization to make the necessary decisions for

INDEC with regard to operating GOBENCH and/or GOIDEA. The customer hereby agrees to report any change in system administrator to INDEC in writing.

- 06) "Reading user" exclusively describes the authorization to read files in GOBENCH and/or GOIDEA. The log-in for the "reading license" can be used by multiple employees of the customer (group log-in), although this is not advisable for technical reasons (e.g. filters and personal settings).
- 07) "Provision" describes INDEC's notification to the customer regarding the release of the GOBENCH and/or GOIDEA system to the customer on the agreed server, completed in accordance with the agreed scope and ready for approval, and the disclosure of the URL, user name and password.
- 08) "Maintenance" includes the rectification of errors and the installation of updates.
- 09) "Contingent" describes a credit balance that has been pre-paid by the customer in order to use the services on offer from INDEC.

C – Services, Third-party commissioning

I. Services

- 01) The customer shall commission INDEC to introduce GOBENCH and/or GOIDEA. The service contents, their scope and the associated costs and fees accepted by the parties shall be determined on the basis of the relevant contractual agreements and these Framework Conditions.
- 02) The parties reserve the right to add to the service contents and their scope, based on these Framework Conditions. Subject to special agreement, the invoice is generated based on INDEC's applicable cost rates or agreed package prices.
- 03) If acceptance-ready project steps (e.g. consultation services, creating specifications, etc.) are planned, the customer shall immediately review the respective results as soon as they are provided. If no objection is made to the acceptance-ready project step within 30 calendar days after it is provided, the step shall be considered to be accepted. INDEC shall then use the results as a binding basis for the further implementation of the project.
- 04) The customer undertakes to appoint in writing a system administrator and the office-specific communication details for him/her (phone, fax, e-mail address) for the introduction of GOBENCH and/or GOIDEA and for the duration of its/their use.
- 05) In order to introduce GOBENCH and/or GOIDEA, INDEC may collect customer data in the contractually agreed scope on behalf of the customer and/or include this data in the GOBENCH

and/or GOIDEA database. INDEC shall exercise proper care when entering this data in the GOBENCH and/or GOIDEA database.

II. Third-party commissioning

The parties hereby agree that the customer can commission a third party with the administrative processing of orders, with the exception of commissioning the introduction of GOBENCH and/or GOIDEA. In this case, the following applies:

- 01) The third party shall perform the orders for the customer in its own name, on its own account and with reference to the order.
- 02) Where INDEC accepts a corresponding order, INDEC shall provide its goods and services exclusively for the customer. The customer acknowledges that these Framework Conditions shall also apply directly to these types of orders/goods and services.
- 03) The customer shall be liable for any claims arising from these orders that are asserted by INDEC against a third party of INDEC as a guarantor, excluding the defense of voidability, set-off and the benefit of discussion.

D - License, usage rights and maintenance

I. Usage rights and the scope of the license

- 01) INDEC hereby grants the customer, under the individual order placed, the non-transferable and non-exclusive license to use GOBENCH and/or GOIDEA, any additional modules and add-ons according to the contractual agreement. These rights are not associated with a transfer of property.
- 02) The usage rights shall be granted globally to the customer and to other companies designated by the customer provided there is written consent from INDEC. INDEC shall not unreasonably refuse to grant this consent. These rights are not associated with a transfer of property. The customer shall undertake to ensure that the designated company complies with the obligations that arise from these conditions with regard to the use of GOBENCH and/or GOIDEA.
- 03) Copyrights and industrial property rights regarding LET'S START NOW, GOBENCH and/or GOIDEA, components of LET'S START NOW, GOBENCH and/or GOIDEA and the operating instructions shall remain with INDEC. The customer hereby agrees not to undertake any actions that could endanger the existence of these rights.

- 04) The customer and the designated companies within the meaning of D I 2 shall not be entitled to make GOBENCH and/or GOIDEA or the operating instructions accessible to third parties without prior written permission from INDEC. This shall not include employees of the customer and the designated companies or their service providers; the customer and the designated company are to ensure in an appropriate manner that they comply with the obligations that arise from these conditions with regard to the use of GOBENCH and/or GOIDEA.
- 05) The customer hereby agrees to provide INDEC with evidence of compliance with the agreed number of named users upon request.

II. Licensing models and maintenance contract

- 01) GOBENCH and/or GOIDEA are to be used exclusively on the basis of a basic license to be obtained by the customer and, if requested by the customer, an additional hosting on a server provided by INDEC. Where agreed, additional modules and add-ons can be used in accordance with a special offer.
- 02) The following basic versions of GOBENCH and/or GOIDEA are available for the customer to license:
- Starter Package
 - Enterprise (50 / 100 / 250 / 500)
- 03) With the provision of GOBENCH and/or GOIDEA, the license and maintenance fees shall be payable in accordance with the selected license model and the agreed additional modules, along with a hosting fee and a storage fee if applicable.
- 04) When changing to a higher licensing level and/or adding another license, the difference in license fees shall be calculated as a sub-total for the remaining contractual year.
- 05) When changing to a higher licensing level and/or adding another license, the difference in license fees shall be calculated as a sub-total for the remaining contractual year.
- 06) The license model shall be changed based on a separate contractual agreement.

III. Access control

- 01) All licenses include a log-in (combination of user name and associated password). The user name and password requirements are explained in the operating instructions.
- 02) The user names for access to the GOBENCH and/or GOIDEA database system are independently created and administered by the customer's system administrator (or by a user appointed by the system administrator).

IV. Decompiling

The customer shall hereby agree not to copy or decompile GOBENCH and/or GOIDEA or parts of the systems, either by itself or with the help of third parties.

E – Updates, Special adjustments / Interfaces

I. Updates

- 01) The main goal of all updates is to optimize GOBENCH and/or GOIDEA. The updates provide the latest findings / functions for the basic GOBENCH and/or GOIDEA system as well as the additional modules and add-ons for reaching objectives in GOBENCH and/or GOIDEA. In addition, updates can also be used to correct errors.
- 02) The basic GOBENCH and/or GOIDEA system and its additional modules and add-ons can be functionally adjusted, replaced and expanded through updates. In other words, the existing functions can be optimized and used in other modules / functions as needed, or can be replaced by new modules / functions. Any resulting additional costs shall not be borne by the customer.

II. Special adjustments / Interfaces

- 01) Special adjustments are programming or configurations in GOBENCH and/or GOIDEA that are commissioned specially by the customer, and for which the customer is also granted only simple usage rights. These special adjustments are not updated during the GOBENCH and/or GOIDEA updates, unless otherwise contractually established, nor are they included in the operating instructions. Any adjustments for new system versions shall be carried out exclusively on the basis of separate contractual agreements. This does not exclude any error corrections covered by the guarantee process.
- 02) Where INDEC provides the customer with interfaces for independently uploading external data, etc., INDEC shall only be liable for the technical function of each interface.

INDEC shall accept no liability for the security or quality of the data uploaded via the interface(s) provided. The customer shall also be solely responsible for ensuring that uploading, holding and using the data does not infringe upon any patents, copyrights or other industrial property rights of third parties. The customer hereby releases INDEC from any claims asserted by third parties against INDEC.

F - Hosting

I. Hosting on a customer server

- 01) In accordance with the contractual agreement, INDEC shall install GOBENCH and/or GOIDEA on a server provided by the customer free of charge, as per the respective "Server and Browser Requirements". By hosting on a suitable customer server, the customer is solely responsible for all internal back-ups.
- 02) Unless otherwise agreed, the offer price includes the first installation of GOBENCH and/or GOIDEA on the server designated by the customer. Expanded services, e.g. for hardware or software changes on the server designated by the customer, shall be provided by INDEC on a separate contractual basis.

II. Hosting on an external third-party server provided by INDEC

- 01) Unless otherwise set out in a separate contractual agreement, the following agreements for hosting on a external third-party server provided by INDEC shall apply. This shall be provided by means of an Internet connection and by granting access rights.
- 02) As part of the hosting process, the data collected from the customer shall be stored in the GOBENCH and/or GOIDEA database assigned to the customer on the third-party server provided by INDEC. INDEC shall guarantee that the external third-party server is located in a geographical location covered by European privacy provisions and shall ensure, through appropriate contractual arrangements with the hosting service provider, that the provisions of the GDPR apply in their entirety.
- 03) Hosting includes:
- Provision and operation of the software and data backup infrastructure
 - Provision and operation of the server-side Internet connection
 - Provision and operation of the server-side Internet backup architecture
 - Provision and operation in a certified high-performance computer center based on current industry standards and the relevant applicable European data protection legislation

The customer's own internet access, which is needed for the online usage of GOBENCH and/or GOIDEA, is not part of the hosting provided by INDEC. The customer shall establish internet access and the necessary technical infrastructure according to the server and browser requirements at its own expense and shall keep these in functional condition.

- 04) INDEC hereby agrees to ensure the highest possible availability of GOBENCH and/or GOIDEA, but only within the limitations of the internet and any other agreed services. In particular, INDEC shall not

be responsible for technical and other disruptions that are outside INDEC's sphere of influence. During times when INDEC is prevented or significantly hindered from providing its services due to force majeure or circumstances for which it is not responsible – particularly the failure of communication networks and gateways – INDEC shall be released from its obligation to provide its service.

- 05) In the absence of special agreements, INDEC shall take the following standard security measures:
- Backup: INDEC shall perform a daily and weekly backup, which is held for seven days and then overwritten.
 - Data transfer: Minimum SSL 128-bit encryption is used to secure the online data transfer.
 - IP channeling: The customer can activate "IP channeling" for its system in the context of the hosting, and can store the customer's IP addresses to provide the system administrator's authorized access to its GOBENCH and/or GOIDEA software. This storage is performed by INDEC. In this case, the customer must ensure that the IP addresses are statically (permanently) and explicitly assigned to the customer. INDEC cannot and will not check or review these IP addresses.
- 06) INDEC assumes no liability for any hacker attacks against the external third-party server provided by INDEC to the customer.

G - Provision / acceptance / training

- 01) If the customer does not report any faults in GOBENCH and/or GOIDEA within 30 calendar days after GOBENCH and/or GOIDEA has been provided, the service shall be considered to be accepted.
- 02) With the provision of GOBENCH and/or GOIDEA, INDEC shall give the system administrator appointed by the customer an introduction to and training on the basic system, as well as for any additional modules and add-ons, as part of the system administrator training. The details of the training content and participants shall be derived from the contractual agreements.

H - Consulting and additional services

Further services (such as training, methodical support, consulting, corrections, etc.) shall be provided by INDEC on the basis of a separate contractual agreement.

The order needs to be placed in written form. Exempt from this is the ordering in case of troubleshooting. In this case a verbal order or an informal email from the system administrator shall be sufficient.

I - Maintenance work, Fault hotline

I. Maintenance work

INDEC is entitled to carry out maintenance work (fault rectification, updates) on the software infrastructures of GOBENCH and/or GOIDEA during the contract term. The performance of such work shall take place in consultation with a system administrator appointed by the customer. The planned downtimes have already been taken into consideration in calculating the particular licensing fee; the licensing fee owed shall not be reduced as a result of planned downtimes.

Where necessary, the customer provides INDEC with fully functioning remote access to their designated server.

II. Fault hotline

01) INDEC shall provide the customer with access to a free telephone hotline to resolve technical problems during business hours, Monday through Friday, with the exception of public and church holidays in North Rhine-Westphalia/Germany, from 8 a.m. to 12 noon and 1 p.m. to 4.00 p.m.

02) Support for methodological issues relating to GOBENCH and/or GOIDEA does not fall under the above regulation, nor does it cover any help needed due to the customer's failure to follow the guidelines in the GOBENCH and/or GOIDEA operating instructions; to other forms of improper use; to intentional or negligent damage or changes to the software or its data carrier; or to faults in the hardware or other customer software. Such services shall be invoiced after an order by the system administrator according to the time spent and the applicable INDEC cost rate, or as a package price.

J - Invoicing

01) Invoicing shall take place

- in accordance with the contractual agreement and after the end of the corresponding service (e.g. after consultation, provision of the specifications, provision, the completion of ordered software adjustments, etc.)
- for the first annual licensing and maintenance fee and/or annual hosting fee after the provision of GOBENCH and/or GOIDEA
- for the following annual licensing and maintenance fees and/or annual hosting and storage fees, at least four weeks before the end of the ongoing licensing year
- for ordered contingents after ordering
- using the invoicing address provided by the customer.

02) Provided the customer has purchased a contingent from INDEC, evidence of performance of the services actually used shall be provided in the form of a time sheet.

03) Prices do not include the respective statutory value-added tax. All invoices are payable in full within 30 days of the invoice date.

04) INDEC shall be entitled to change the contractually agreed fees for licenses, maintenance, hosting and storage by way of a written notice with six weeks' notice for the following contractual year. Any increases cannot exceed 5% per year. In this event, the customer can terminate the contract in writing with 3 weeks' notice before the increase date, without regard for the provision under M I.

K - Liability for defects

01) INDEC guarantees that GOBENCH and/or GOIDEA is not encumbered with third-party rights, and particularly that its use does not infringe upon patents, copyrights or other third-party industrial property rights.

02) Warranties are not granted for technical details or to guarantee the suitability of GOBENCH and/or GOIDEA for a specific purpose.

03) INDEC guarantees that GOBENCH and/or GOIDEA, any additional modules, add-ons, special adjustments and the respective updates as well as the operating instructions are created with the necessary care and specialized expertise. If errors should nonetheless be present that are the responsibility of INDEC, the errors must be rectified through supplementary performance if they affect the proper usage to a more than insignificant extent. If INDEC is not able to rectify the deviations from the service description through supplementary performance within an appropriate period of time, or circumvent them in such a way that the customer is able to use the affected software as established by the contract, the customer can request that the licensing fees be reduced, or can terminate the license for the affected software without notice. The following fault priorities are used to determine the appropriate periods of time:

Priority	Type of fault	Time period
I	Prevents usage	1 business day
II	Very disruptive, but can be circumvented	10 business days
III	Can be reasonably circumvented	3 month or next release change

Priority I

Faults that prevent usage, causing the shutdown of the entire system and making normal operations impossible (e.g. system interruptions and computer shutdowns, loss of file contents, etc.) and/or permitting operations only under unreasonable circumstances.

Priority II

Very disruptive faults that can, however, be circumvented.

Priority III

Faults that do not prevent operations (e.g. temporary interruptions without data loss or where data can be recovered; faulty functions that are not urgently needed during normal operations) or that can be replaced by other functions.

- 04) A fault is only considered to exist in the sense of these provisions if it is reproducible. The customer must provide INDEC with verifiable documentation about the type and occurrence of any deviations from the service description, must help limit any faults and provide functional remote access.
- 05) The warranty period shall be one year after the provision of GOBENCH and/or GOIDEA or any additional modules, add-ons and special adjustments, as well as after the release of any updates.
- 06) Demo versions are excluded from the liability for defects.
- 07) For the rest, the statutory provisions apply.

L - Liability restrictions and limitations

- 01) INDEC shall be liable according to the statutory provisions if the customer asserts damage claims on the basis of intent or gross negligence, including intent or gross negligence on the part of the representatives and assistants of INDEC.
- 02) INDEC shall be liable according to the statutory provisions if it culpably violates a contractual obligation that the customer expected to be met and could also reasonably expect to be met (significant contractual obligation); in this case, however, INDEC's liability for damages shall be limited to foreseeable, typically occurring damages.
- 03) INDEC shall be liable for compensating indirect damages, particularly lost profits, only in the event of intent or gross negligence.
- 04) In all other circumstances, INDEC's liability for slight negligence shall be excluded.
- 05) Liability for data loss shall be limited to the typical recovery costs that would also have occurred if regular backup copies had been made according to the level of risk.

- 06) To the extent that the customer is entitled to damage compensation in place of the service, INDEC's liability shall also be limited to compensating the foreseeable, typically occurring damages in this case.
- 07) The above mentioned liability exclusions and limitations toward the customer shall not apply in the event that INDEC expressly assumes any warranties, nor for damages caused by loss of life, physical injury or injury to health, nor in the case of binding statutory obligations.
- 08) Liability as per the Product Liability Act shall remain unaffected hereby.
- 09) Further liability for damage compensation beyond that described in Items 1 through 8 is excluded, regardless of the legal status of the claim asserted. This applies in particular to damage compensation claims arising from debts at the time the contract was concluded; from other violations of obligations; and from criminal claims for damages as per Section 823 of the BGB (German Civil Code).
- 10) This limitation shall also apply to the extent that the customer requests reimbursement for futile expenditures instead of claiming damage compensation in place of the service.
- 11) If INDEC's liability to compensate damages is excluded or limited, this shall also apply with regard to the personal liability of INDEC's salaried employees, hourly employees, staff, representatives and assistants.

M - General provisions

I. Term of the contract

The contract shall be concluded for a period of one year. It shall be extended by one year in each case if it is not terminated in writing by either party three months before the end of this period.

II. Force majeure

Labor disputes that are not limited to the company itself; unrest; official measures; and other unforeseeable, inevitable and serious events shall release the contractual partners from their contractual obligations for the period of the disruption and to the extent of their effects. The parties must immediately exchange the necessary information to the extent reasonable, and must adjust their obligations to the changed circumstances in good faith.

III. Offsetting

The customer shall only be entitled to offsetting rights if its counterclaims have been legally established, are undisputed or have been recognized by INDEC. Furthermore, it shall be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

IV. Storage

Provided that an agreement has been made with the customer to store GOBENCH and/or GOIDEA for their benefit, the following shall apply: INDEC has commissioned the legal firm BRANDI Rechtsanwälte Partnerschaft mbB, Adenaureplatz 1, 33602 Bielefeld - Germany, (hereinafter referred to as: BRANDI) to retain the GOBENCH and/or GOIDEA source code in accordance with the rules defined below, and to issue the customer with a copy if the relevant conditions are met.

- 01) INDEC undertakes to compile the major release version of the GOBENCH and GOIDEA software infrastructure (source code) at least once per year, and to save the resulting files as a ZIP archive. The files saved also include the “code generator” tool, using which the customer-specific expiry date for using the GOBENCH and/or GOIDEA software infrastructure can be modified so that it is unlimited in terms of time. For the purposes of safe custody, INDEC shall deliver the files saved in this way to BRANDI in separate sealed envelopes, using commercially available data media which meet current technical standards. There shall be no obligation on BRANDI to check the object delivered for safe custody upon receipt of said object. BRANDI shall be obliged to safeguard the source code entrusted to it against any access by unauthorized persons during the period of safe custody.
- 02) INDEC shall undertake to inform BRANDI of each escrow agreement it concludes by providing BRANDI with the customer information specific to the contract. BRANDI shall also provide the specified customer with written confirmation that the source code is in safe custody. Should the escrow arrangements with BRANDI cease, for whatever reason, BRANDI shall inform the specified customer.
- 03) INDEC has provided BRANDI with instructions to create, or have created by a third party, a copy of the source code deposited with BRANDI or to issue it to the customer, provided that the customer can prove that one of the following conditions listed under letter “a” have been met, and that the customer has fulfilled the obligations under “b” and BRANDI has confirmed the conditions under “c” with the customer.
 - a)
 - Instigation of insolvency proceedings with respect to the assets of INDEC or its legal successor, with no continuation of business activities (e.g. in the form of a rescue company);
 - Removal of INDEC or its legal successor from the commercial register;

- Rejection of the instigation of insolvency proceedings with respect to the assets of INDEC due to lack of sufficient assets, with no continuation of business activities (e.g. in the form of a rescue company);
 - The existence of a legally binding instruction from a court to issue the source code;
 - Cessation of further development and maintenance of the software covered by the contract by INDEC or the legal successor during the term of the contract.
- b) The customer has paid to INDEC or its legal successor four times the value of the annual license in accordance with the contract at the date of issuance.
- c) The customer is specified to BRANDI as the beneficiary of the escrow agreement.
- 04) Should INDEC be in arrears with payment of outstanding safe custody fees to BRANDI at the time of the customer's request for issuance, BRANDI shall be entitled to make the issuance of a copy of the source code to the customer conditional upon the prior payment of the outstanding safe custody fees.
- 05) In all cases, BRANDI's liability is limited to simple negligence not exceeding an amount of one million euro. Further liability of BRANDI or its vicarious agents for intentional or grossly negligent acts shall remain unaffected. Liability in respect of the culpable loss of life, physical injury or damage to health shall remain unaffected; this shall also apply to statutory liability under the Produkthaftungsgesetz (German Product Liability Act). The customer is requested to note that if any further liability is required, individual liability insurance for a higher amount can be concluded on his express instructions and at his own expense.
- 06) The customer shall be permitted to use the source code issued to him only for his own purposes, and only within the scope of the framework agreement concluded with INDEC. Furthermore, use of the source code shall be permitted only with the prior written consent of INDEC or its legal successor.
- 07) The customer shall undertake to treat the source code issued to him as strictly confidential and to safeguard it effectively against any access by unauthorized persons. This shall not apply to third parties brought in by the customer to enable use of the software in accordance with the contract. The customer shall then be obliged to commit the third party to maintain confidentiality in turn.
- 08) The customer shall have the right to forgo the escrow facility at any time.

V. Rights after the end of the contract

- 01) All of the customer's rights regarding the use of GOBENCH and/or GOIDEA shall end when the contract ends.

02) Only the Hosting on an external third-party server provided by INDEC:

INDEC undertakes to store customer's data that is located on the external third-party server provided by INDEC for a period of one month after the end of the contract. This obligation shall be rendered null and void if the customer declares at the end of the contract that it will waive the right to such post-contractual data storage. The customer shall owe INDEC compensation in the amount of the proportional contractual hosting fee as long as the post-contractual data is stored. After the end of this period, INDEC shall delete all customer data still remaining on the server.

03) The customer hereby agrees to return to INDEC all documentation relating to GOBENCH and/or GOIDEA, secret or not, as well as any copies made, within a week after the end of the contract. This shall not include documents that are to be stored by the customer in accordance with statutory obligations.

VI. Data protection and confidentiality

01) In accordance with data protection law, INDEC guarantees the security of the data submitted by the customer and complies with the legal provisions on data protection.

02) INDEC hereby assures customers that it will generate, process and use their personal data only to the extent that is required for the installation, adjustment, supply and maintenance of LET'S START NOW, GOBENCH and/or GOIDEA, as well as related support services. The customer consents to their data being saved, transferred, erased and blocked by INDEC, provided this is done in consideration of the customer's entitlements and interests and is necessary for the purpose of the contractual agreement and these Framework Conditions.

03) INDEC will treat as confidential all information and data that is made available to the company by the customer during this contractual relationship.

VII. Place of fulfillment / place of jurisdiction / applicable law

01) The place of fulfillment for INDEC's obligations shall be Lippstadt/North Rhine-Westphalia/Germany.

02) The Chamber for Commercial Matters in the Regional Court of Paderborn which is responsible for Lippstadt shall be responsible for any disputes arising from this contract.

03) All legal relationships arising for the parties as a result of this contract shall be subject to German law, with the exception of the conflict rules.

VIII. Changes to the contract

01) Any changes to the contract and to these conditions must be made in writing in order to be valid; this also applies to the waiver of this written-form requirement.

02) No subsidiary agreements have been made to this contract or these provisions.

IX. Execution

If the contract / the framework conditions and the appendices have been written in more than one language, the German version shall be considered definitive for the legal relationships of the contractual parties in each case.

X. Severability clause

If a provision of the contract and/or these conditions should be invalid, or if the contract and/or these conditions contain(s) a loophole, this shall not affect the validity of the remaining provisions. The parties must agree to a valid provision, in place of the invalid provision, that as closely as possible approximates the original economic intent of the parties; the same applies correspondingly in the event of a loophole in the contract and/or in these provisions.