

# GENERAL TERMS AND CONDITIONS OF USE

for the Hoffmann Group service platform and software products for business customers (DSP/Go Digital Store)

## 1. Scope and subject matter of the contract

1.1 We, Hoffmann SE, Haberlandstrasse 55, 81241 Munich and its affiliated companies (hereinafter: "**Hoffmann**" or "**we**"; further information about our company can also be found in the imprint of our website at <https://www.hoffmann-group.com/DE/de/hom/company/impressum>), offer our registered business customers (hereinafter: "**customer**" or "**you**"), the opportunity to use the Digital Service Platform and Go Digital Store developed by us (hereinafter collectively: "**service platform**") and digital products and software solutions as a stand-alone solution or as part of a product or the software solutions and products provided for use on the service platform (hereinafter collectively: "**software products**") and other associated services (e.g. provision of storage space, support services, data analyses) in accordance with the provisions of these General Terms and Conditions of Use (hereinafter: "**Terms and Conditions**"), against payment or free of charge, depending on the service platform or software product.

1.2 These Terms and Conditions apply only to our business customers, i.e. entrepreneurs (Section 14 of the German Civil Code (BGB)), legal entities under public law, or special funds under public law within the meaning of Section 310 (1) sentence 1 BGB.

1.3 The Go Digital Store is an online marketplace for digital products in the manufacturing environment. With the help of a curated portfolio of digital manufacturing solutions from Hoffmann and our third-party suppliers, we support our customers in taking the first steps towards digitalisation. The software products sold on the Go Digital Store can be developed and operated by Hoffmann as well as by third-party suppliers. A contract must be concluded with the provider in each case in order to use the offerings. In the case of apps from third-party suppliers, Hoffmann shall not become part of these contractual relationships and is not liable for the offerings.

1.4 Some of the software products that can be used via the service platform are Software-as-a-Service (SaaS) offerings. This means that we provide our customers with the respective software via the internet from our servers for use via remote data access, unless otherwise agreed individually. The information specified in the respective current product sheet and, for the rest, the information in these Terms and Conditions (see Sections 3 and 4) shall be authoritative as regards the properties of the individual software products and associated services. As part of the use of the service platform and of a software product in particular, it may be possible or necessary for the customer to store certain data (e.g. machine data, process data, employee data, tool data) on the service platform; in this case, the customer shall be provided with the necessary storage space for this on our data servers (see Section 5).

1.5 Deviating terms and conditions of the customer shall not apply. They shall not apply even if Hoffmann does not expressly object to them.

1.6 By using the service platform and software products, the customer accepts these Terms and Conditions. If the customer does not accept these Terms and Conditions, it shall not be entitled to use the service platform or software products.

## 2. Platform registration, authorisations, and accountability

2.1. Our service platform can only be used by business customers who have previously registered with Hoffmann by means of an individual user name and password (hereinafter collectively: "**access data**"). You can then use the access data to act on behalf of the business customer (company) assigned to the access data.

2.2. If you do not already have access data for the service platform, you can obtain this by registering with us as a new customer via the service platform. To do this, you must create a customer account by entering your personal data (in particular company, address, password, contact details of the contact person). Before activating a customer account, the data provided will be checked by Hoffmann; in particular, the data provided must be complete and correct. If the check is positive, the customer is registered, a customer account is created, and the customer receives its access data. With the access data, the customer can then also log on to our service platform. Hoffmann reserves the right to refuse or revoke a customer's registration without giving reasons.

2.3. Within its customer account on the service platform, each customer may create multiple user accounts for individual users (hereinafter: "**users**") by specifying their name and e-mail address, and can then manage these

Document title:	Country/Language:	Version:	Last updated:
Terms of use for service platform and software products	UK/English	2.0	Mai 2022

users. Users, who are generally employees of the customer, can be assigned different roles (e.g. "admin user" or "simple user"). The users will each receive an individual access authorisation for the usage rights acquired by the customer and may use these with the aid of the customer's access data in accordance with the customer's product-specific settings unless this is not possible for the respective software product.

2.4. The customer may only disclose access data to users that it has authorised and must otherwise store this securely and keep it secret. With regard to the password to be created by you, we recommend for security reasons that you use at least eight characters using upper case letters, lower case letters, numbers and special characters; change your password immediately and inform us if you suspect that someone is using your access data without authorisation. Please also note that you are responsible if other persons (especially your users) legitimately use our service platform via your internet connection, your terminal device, or with the help of the access data assigned to you. Persons using the service platform and software products with your knowledge must be informed by you of the applicability of these Terms and Conditions and all other relevant requirements and you must ensure that they are complied with. All actions taken in connection with your customer account, whether authorised or not, shall be deemed to have been taken by you or on your behalf; however, your responsibility shall be limited to the extent that you can prove that you have been the victim of an unlawful attack by third parties (e.g. hackers, thieves, fraudsters) despite taking reasonable care.

2.5. Any personal data provided by the customer in the course of registration, ordering, or user authorisation shall only be processed by companies of the Hoffmann Group (see <https://www.hoffmann-group.com/DE/de/hom/company/group/standorte>) or the respective third-party supplier, in particular for the purpose of order processing and customer support. For the purpose and scope of the processing of your data, please note our data protection information for the service platform (available on our website <https://www.hoffmann-group.com>) as well as the data protection information for our other online offerings that you use.

### 3. Ordering and use of software products

3.1. The products offered on the service platform are both Hoffmann software products and software products from third-party suppliers. A separate licence agreement shall be concluded for each software product from third-party suppliers, and Hoffmann, as operator of the service platform, is not responsible for these software products or any associated agreements.

*The following versions therefore apply exclusively to the Hoffmann software products:*

3.2. You, the customer, will only use the software products within the scope of the licensing and on the basis of the licence. You must ensure that the authorised users always use the software products in accordance with the law and the licence and that the access data is protected against unauthorised access by third parties. Third parties are any natural or legal person with the exception of the parties and their affiliated companies, their employees and freelancers, temporary workers and external consultants commissioned by the customer.

3.3. The scope of application and the range of functions of a software product offered as well as the technical and organisational requirements for its use (e.g. the required bandwidth of the remote data connection) can be viewed in the service platform prior to purchase (hereinafter "**service description**"). The customer must observe the requirements stated in the service description and ensure, at its own expense, that they are met. Internet access, which is required for the use of the service platform and the software products at the customer's premises, is not the subject matter of this contract. Hoffmann is not obliged to provide advice or information on any necessary licensing with regard to the use of third-party products by the customer.

3.4. The software products are generally provided with a range of functions determined by us. Regular updates and upgrades of the software products are carried out automatically and are included in the respective order scope. Significant new features or fee-based upgrades to higher-value products may be offered as new licences. All contractual rights and obligations apply exclusively to the software product specified in the order unless otherwise expressly agreed; user-specific adaptations or extensions of the software products must be agreed and remunerated separately. If the customer requires user-specific adaptations or extensions, this must be stated in the order. The customer must implement the instructions issued by Hoffmann using competent personnel within the implementation period communicated.

3.5. Upon confirmation of an order by us, a licence agreement is formed between Hoffmann and you for the Hoffmann software product ordered (hereinafter: "**licence agreement**"). An order can be triggered either by ac-

Document title:	Country/Language:	Version:	Last updated:
Terms of use for service platform and software products	UK/English	2.0	Mai 2022

tively clicking on an order or usage button or by placing an offline order. Within the framework of the licence agreement, Hoffmann shall make the software product available to the customer in its current version for retrieval via the internet for the duration of the licence agreement. The customer's right of use is subject to timely payment of the agreed fees. Unless otherwise agreed in the order or licence agreement, Hoffmann shall set up the software for this purpose on a server that the customer can access via the internet. The software products are generally made available 24 hours a day; however, a software product may not be available during necessary maintenance work and/or other downtimes. A temporary interruption or impairment of the use of the software products due to adaptations, additions or changes to the software products or other measures (maintenance, troubleshooting, etc.) will only occur if this is unavoidable for technical reasons; if the interruption or impairment lasts longer than 24 hours, you will be informed by e-mail stating the reasons as well as the period of the expected interruption or impairment.

3.6. The customer is not entitled to assign or otherwise transfer rights and obligations arising from a licence agreement in whole or in part to third parties unless Hoffmann has expressly given its prior written consent to the assignment or transfer. Hoffmann must not unreasonably refuse this consent.

## 4. Rights to use the Hoffmann software products

4.1. Unless otherwise stated in the service description, Hoffmann is the sole and exclusive owner of all rights to the software products provided via the service platform, in particular the corresponding property rights, copyright exploitation rights and industrial property rights as well as the associated trade secrets.

4.2. Hoffmann shall grant the customer a simple, non-exclusive right, transferable only in accordance with the provisions of these Terms and Conditions, to use the software product as ordered in accordance with its intended purpose and only for internal business processes during the term of the licence agreement. If the customer is granted rights of use, these shall also include use by the customer's registered users.

4.3. The source code of the software product shall not be made available to the customer and the customer undertakes neither to initiate nor to facilitate reverse engineering, disassembly, decompilation, translation or unauthorised disclosures.

4.4. The customer is not permitted to duplicate the software product unless this is covered by the intended use according to the service description or is required for the purposes of an appropriate backup or disaster recovery or is otherwise permitted under mandatory legal provisions. Documentation may only be reproduced for internal use. If the software product is made available to the customer on a temporary basis (rental, SaaS) or if it is part of a physical product, the creation of a backup copy is not permitted.

4.5. The customer is not entitled to make software products available to third parties for use, either in return for payment or free of charge (for clarification: users are not third parties for this purpose). The customer is expressly prohibited from re-renting the software products. The service platform and software products must not be used to develop stand-alone programmes unless Hoffmann has expressly agreed to this type of use.

4.6. Within the scope of use, the customer is prohibited from transmitting malware (viruses, worms, Trojans, spyware or other computer code, files or programs, etc.) that might disable, overload, hack or otherwise interfere with or damage the operation of the service platform or software products or applications, services or hardware associated with them. The customer shall indemnify Hoffmann against all claims of third parties that are based on an unauthorised use of the service platform or software products by the customer or with the customer's approval or that arise in particular from disputes under data protection law, copyright law or other legal disputes based on an unauthorised use or an unauthorised adaptation by the customer or a third party with the customer's approval. If the customer recognises or ought to recognise that such a breach is imminent, it is obliged to inform Hoffmann without delay and to take all necessary defensive or corrective measures.

## 5. Provision of storage space for customer data on the service platform

5.1. As part of the use of all software products offered on the service platform, irrespective of the provider, the customer may be provided with storage space on Hoffmann's service platform to an extent appropriate to the product. The customer and its users can use this storage space to store, view and edit data that is necessary for the use of the software products (for example, for machines at the customer's premises). No separate costs shall be incurred for the provision of the storage space in addition to the remuneration, if any, that is payable for the respective software product, unless otherwise stipulated in the offer.

Document title:	Country/Language:	Version:	Last updated:
Terms of use for service platform and software products	UK/English	2.0	Mai 2022

5.2. The customer's data can be stored on the service platform either as part of the ongoing use of the software product or by a transfer from a database of the customer. In the event that data is transferred from a database of the customer, the customer shall notify Hoffmann of the technical details required for the transfer at least four weeks before the intended transfer of the data. After conclusion of a separate agreement, Hoffmann shall support the customer in transferring the data in return for remuneration to be agreed separately.

5.3. The customer undertakes not to store any content on the storage space provided whose provision, publication or use violates applicable law, official requirements or the rights of third parties. The customer further undertakes to check its data and information for viruses or other harmful components before storing them on Hoffmann's service platform and to use state-of-the-art measures for this purpose (e.g. virus protection programs).

5.4. If the content stored by the customer is protected by copyright or any other intellectual property right or similar, of which the customer is the owner, the customer hereby grants Hoffmann the right to make the content stored on the service platform accessible to the customer when requested by it via the internet and also to reproduce and transmit it in other respects where this is necessary for the provision of the services and obligations forming the subject matter of this contract. This includes, in particular, the purposes of data backup and all necessary measures for the purpose of providing support services and eliminating faults, in particular changes to the structure of the data or the data format.

5.5. If the customer processes personal data (e.g. employee data) itself, by means of the software product, or in connection with the storage space provided to it, the customer shall be responsible for compliance with the applicable data protection regulations. In this case, Hoffmann shall process the personal data provided by the customer only in accordance with the customer's instructions; for this purpose, Hoffmann and the customer shall enter into a contract for commissioned processing. If Hoffmann is of the opinion that an instruction of the customer violates data protection regulations, Hoffmann shall inform the customer of this without delay. In the event of a violation despite such notification, the customer shall indemnify Hoffmann against all claims by third parties, any fines, etc., including reasonable costs for legal defence. Hoffmann shall offer the customer encrypted transmission of the data.

5.6. The customer is not entitled to allow third parties to use the storage space made available to it, whether in return for payment or free of charge (for clarification: users of the customer are not third parties for this purpose). The customer is expressly prohibited from re-renting the storage space.

5.7. Hoffmann undertakes to take appropriate precautions against loss of data and to prevent unauthorised access by third parties to the customer's data.

5.8. Hoffmann and/or its affiliates may conduct analyses, investigations, evaluations and measurements with the data (collectively "analyses"), which may include anonymised data and/or other data and information, such as licensing information, technical information or such information resulting from the technical, functional framework of the deployment and use by the customer. Unless otherwise agreed, the non-anonymised, personal data contained in the data shall only be used accordingly for the provision of the contractually agreed services. To the extent that Hoffmann anonymises and aggregates the data, it can carry out analyses for the following purposes, for example: (i) to improve the product and service portfolio, technical resources and support, (ii) to research, develop and enhance professional services, (iii) to verify and ensure data integrity, (iv) to create forecasts and demand scenarios, (v) to identify and evaluate correlations and trends in industry segments, (vi) to establish and expand AI (artificial intelligence) applications and (vii) for anonymous benchmarking. Hoffmann may automatically forward analyses and the anonymised customer data and other information to itself and/or to companies affiliated with Hoffmann.

Hoffmann shall become the sole legal owner of the data and information obtained from the analysis at the time it is created. The intellectual property, industrial property rights, and all other rights to the customer data shall remain with the customer or the other rights holders.

5.9. In the event that the licence agreement is terminated, Hoffmann shall return to the customer the personal data stored on the storage space allocated to the customer or provide the customer with a copy thereof upon the customer's request; unless there is a statutory obligation to return the data (e.g. under the GDPR), Hoffmann may charge an appropriate fee for this, depending on the time and effort involved. The stored personal data shall be deleted 60 days after the data has been handed over to the customer, unless the customer reports within this period that the data handed over to it cannot be read or is incomplete. Failure to report this shall be deemed to constitute

Document title:	Country/Language:	Version:	Last updated:
Terms of use for service platform and software products	UK/English	2.0	Mai 2022

consent to the deletion of personal data. The customer alone is responsible for compliance with the retention periods under commercial and tax law.

## 6. Support services for the service platform and Hoffmann software products

Should any problems arise during the use of a Hoffmann software product and the associated services, the customer or its users can contact our general customer service by telephone or e-mail (contact details available at <https://www.hoffmann-group.com/DE/de/hom/company/kontakt>) or their respective individual Hoffmann contact person (customer consultant) within our specified business hours. Hoffmann will work for an immediate elimination of the problem. This does not apply to software products from third-party suppliers. In this case, please contact the third-party supplier directly.

## 7. Cooperation and obligations on the part of the customer

7.1. Unless expressly stipulated elsewhere in these Terms and Conditions, the customer must observe the following obligations when using services via the service platform. With regard to liability for any violations by persons using the service platform with the knowledge of the customer, Section 2.4. applies.

7.2. The contractual use of the service platform requires that the hardware and software used by the customer, including workstation computers, routers, data communication devices etc., comply with the minimum technical requirements for the use of the version of the offered software products specified in the service description. Users authorised by the customer to use the software product must also be familiar with their operation. The configuration of the customer's IT system required for the use of the service platform shall be the customer's responsibility; Hoffmann, however, offers to support the customer in this respect against payment on the basis of a separate agreement.

7.3. Upon request, the customer shall receive instructions from Hoffmann on what to do in the event of a complete failure of any software products offered or in the event of significant impairments that hinder operations. The customer must also prepare a contingency plan for the temporary failure of software products without instructions. In the event of instructions by Hoffmann, the customer must familiarise itself with the information in the instructions and draw up a contingency plan for its operations, taking into account the information contained in the instructions. In the event that a software product fails completely or its use is only possible in a manner that significantly impedes the customer's operations, the customer shall take immediate measures to maintain its operations on the basis of the instructions and the contingency plan. At the customer's request, Hoffmann shall advise the customer on the implementation of measures that go beyond the content of the instructions as part of a separate contract and in return for payment.

7.4. In the event of use of the software by affiliated companies of the customer, the customer shall be liable for their violations, including their agents and legal representatives, as for its own violations.

## 8. Remuneration

8.1. Some of the software products that can be used on the service platform are only offered against payment of a fee; this and the way in which the fee is calculated (e.g. monthly fee or depending on the number of users or registered machines) can be seen from the information on the service platform as well as from the information provided during the ordering process.

8.2. Fees owed by the customer are due for payment immediately upon receipt of the invoice unless otherwise stated in the order. The customer is responsible for always providing Hoffmann with the correct billing and contact information required for invoicing purposes. Hoffmann may temporarily block the customer's access to the Hoffmann software products in whole or in part or temporarily prohibit their use if there are good reasons for doing so. Good reasons include, but are not limited to, (i) if this is necessary to prevent damage or to ensure the security of the services, or (ii) if the software product is used in violation of the law or the contract, or (iii) if the customer's conduct may adversely affect the services, other contractual partners of Hoffmann or rights of third parties or may lead to Hoffmann in turn violating applicable law, jurisdiction or official orders, or (iv) if the customer is in default of

Document title:	Country/Language:	Version:	Last updated:
Terms of use for service platform and software products	UK/English	2.0	Mai 2022

payment. To the extent reasonable, Hoffmann shall notify the customer in advance of any temporary blocking or prohibition of use and give the customer the opportunity to remedy the situation by setting a reasonable deadline.

8.3. Hoffmann shall be entitled to adjust the prices to be paid at its reasonable discretion (Section 315 BGB) in line with developments in the costs that determine pricing; this shall apply in particular if the scope or functionality of a software product is expanded. Hoffmann shall inform you in text form of any changes to prices at least six weeks before the changes come into effect; price changes are only possible on the first of the month.

8.4. If the calculation of the remuneration depends on the number of licences purchased for the software product, Hoffmann shall be entitled to recalculate licences if it is determined that the use exceeds the licensed scope (e.g. if more than the agreed users use the software product). For this purpose, the customer shall either grant Hoffmann the necessary access rights, i.e. Hoffmann may access the devices directly via data connection or take measures that allow system measurement, to the extent that this is necessary for determining the scope of use under the contract. For the purpose of checking the licence fees, the customer shall provide Hoffmann with information on the number of users, the scope of use and all other parameters required for the calculation of the licence fees.

## 9. Guarantee

9.1. Hoffmann guarantees the functional and operational readiness of the service platform, Hoffmann software products and associated services in accordance with the provisions of these Terms and Conditions. Hoffmann does not guarantee that the service platform or any software product will be error-free under all circumstances and at all times and that no changes will be made to the documentation, software products or service platform over time (in particular in the case of necessary product adaptations). In particular, Hoffmann does not provide any guarantee for software products from third-party suppliers. Unless otherwise stipulated below, the statutory provisions on guarantees shall apply.

9.2. Hoffmann shall be liable for defects in the Hoffmann software products provided against payment and as standard, as well as in the storage space, in accordance with the guarantee rules of rental law (Sections 536 et seq. BGB), but with the proviso that, contrary to Section 536a (1) BGB, a liability for damages shall only exist in the event of fault in accordance with the provisions in Section 10 (no guarantee liability). A defect shall be deemed to exist if the software product does not provide the services contained in the functionality description in accordance with the contract and this has a material effect on its suitability for the contractually agreed use; guarantee claims of the customer shall therefore be excluded in particular (i) in the event of only minor deviations from the agreed quality or only minor impairment of the usability of the software product (for unavoidable downtimes see Section 3.55.), (ii) in the event of defects caused by non-compliance with the terms of use provided for the software product and specified in the application documentation; (iii) in the event of operating failure by the customer or its users; (iv) in the event of the use of hardware, software or other equipment not suitable for the software; unless the user proves in each case that its above-mentioned actions do not significantly impede Hoffmann's defect analysis and processing expenses and the defect in the software product was present at the time of handover. Guarantee claims shall furthermore be excluded (v) if the customer fails to notify Hoffmann of a defect without undue delay and Hoffmann was unable to remedy the defect as a result of the failure to notify Hoffmann of the defect or (vi) if the customer was aware of the defect at the time of the conclusion of the contract and did not reserve its rights.

9.3. If the customer has given notice of a defect and the customer's guarantee claims are not excluded, Hoffmann shall be obliged to remedy the defect within a reasonable period of time – through measures of its own choice. The customer shall give Hoffmann reasonable time and opportunity to remedy the defect. Hoffmann's employees and agents shall be granted free access to the customer's systems for this purpose to the extent necessary. If an inspection shows that there is no defect or that Hoffmann is not responsible for the defect, Hoffmann may demand reimbursement of expenses according to the usual hourly rates plus any necessary expenses.

9.4. In the event of impossibility or failure to remedy the defect, culpable or unreasonable delay, or serious and final refusal by Hoffmann to remedy the defect, or if the remedy of the defect is unreasonable for the customer, the customer shall in particular be entitled to reduce the remuneration owed, if any, in accordance with the extent of the impairment (reduction).

9.5. Hoffmann shall be liable for defects in the Hoffmann software products provided free of charge and as standard in accordance with the rules on lending (Sections 598 et seq. BGB). In this respect, the foregoing shall

Document title:	Country/Language:	Version:	Last updated:
Terms of use for service platform and software products	UK/English	2.0	Mai 2022

apply mutatis mutandis to guarantee claims, subject, however, to the proviso that, in addition to the cases listed in Section 9.2, the customer's guarantee claims shall also be excluded if the defect is not due to intent or gross negligence on the part of Hoffmann (cf. Section 599 BGB).

9.6. If Hoffmann software products have been customised, Hoffmann shall be liable for defects in these customisations in accordance with the provisions of the law on contracts for work and services (Sections 631 et seq. BGB).

9.7. To the extent that the services offered by Hoffmann in connection with the use of the Hoffmann software products or the service platform are pure services (e.g. support services pursuant to Section 6, import of databases pursuant to Section 5.2, evaluation or preparation of data), Hoffmann shall be liable for defects in these services in accordance with the rules of service contract law (Sections 611 et seq. BGB).

9.8. The claims of the customer for compensation for damages and expenses, also to the extent that they are related to defects, shall be governed by the provisions under Section 10 regardless of the legal nature of the claim, in particular also with regard to claims for defects and breaches of duty as well as claims in tort.

9.9. The limitation period for claims and rights arising from defects in a Hoffmann software product – irrespective of the legal grounds – shall be one year from the date of transfer of the Hoffmann software product. The liability regulations in Section 10 remain unaffected.

## 10. Liability

10.1. Hoffmann shall be liable to the customer for any damages and expenses incurred in connection with the contractual services only in accordance with the following provisions. In all other respects, liability is excluded. Hoffmann shall in particular not be liable for software products of third-party suppliers.

10.2. Hoffmann shall be liable without limitation

- a) in the event of intent or gross negligence;
- b) under a warranty expressly given by Hoffmann;
- c) for bodily injury, loss of life or damage to health;
- d) for the violation of a material contractual obligation, whose fulfilment is a prerequisite for the proper execution of the contract and on whose observance the contracting party regularly relies and may rely (“cardinal obligation”); in the case of simple (slight) negligence, however, limited to the damage reasonably to be expected at the time of conclusion of the contract, but at most to the platform-related, digital net order volume (excluding any order volume outside the service platform) of an average contractual year;
- e) for claims arising from the German Product Liability Act (ProdHaftG), but only in accordance with the provisions therein.

10.3. Liability for loss of data shall be limited to the typical recovery costs that would have been incurred if back-up copies had been made regularly in accordance with the associated risk.

10.4. These liability rules also apply mutatis mutandis to the conduct of and claims against employees, legal representatives, agents, and representatives of Hoffmann.

## 11. Agreement term

11.1. The term of the licence agreement depends on the conditions agreed in the respective order.

11.2. The right to terminate for good cause shall remain unaffected for Hoffmann and the customer. For Hoffmann, such good cause shall exist in particular in the event of repeated or substantial default in payment by the customer.

11.3. Notice of termination must be given in text form. This does not affect the possibility of cancelling individual software products within the service platform in whole or in part; the procedure and the applicable deadlines for this are shown specifically for each software product.

Document title:	Country/Language:	Version:	Last updated:
Terms of use for service platform and software products	UK/English	2.0	Mai 2022

## 12. Intellectual property

The intellectual property, industrial property rights, and all other rights of Hoffmann shall remain with Hoffmann. This shall also apply if they are processed, translated, or combined with third-party products in an unchanged or processed form by the customer or third parties.

## 13. Confidentiality

The parties are obliged to treat all confidential information obtained within the framework of the contractual relationship as confidential for an unlimited period of time, and in particular not to disclose it to third parties or use it for purposes other than contractual purposes. Where disclosure to third parties is necessary for the exercise of rights or the performance of contracts, such third parties must be obliged to comply with confidentiality obligations that are broadly comparable to this level of confidentiality. By way of exception, the receiving party may disclose confidential information if it is required to disclose the confidential information by a binding legal, judicial, or regulatory decision. Prior to disclosure, the receiving party undertakes to inform the other party in writing without undue delay of the order for disclosure so that the other party can take timely legal action to prevent or restrict the disclosure.

## 14. Assignment of claims by the customer; transferability

Claims against Hoffmann in respect of the services to be provided by Hoffmann in connection with the service platform may only be assigned with Hoffmann's prior written consent, which Hoffmann may not unreasonably withhold. This shall not apply if the claim is a monetary claim and the legal transaction that gave rise to this claim is a commercial transaction for both parties, or if the debtor is a legal entity under public law or a special fund under public law.

## 15. Amendments to the terms of the contract

Unless otherwise specifically provided, Hoffmann shall be entitled to amend or supplement these Terms and Conditions and any other conditions. Hoffmann shall make the changes or additions available to the Customer on the Service Platform.

## 16. Priority rule, place of performance, place of jurisdiction, applicable law, severability clause

16.1. Any individual agreements with the customer (e.g. in licence agreements) shall take precedence over these Terms and Conditions.

16.2. Subject to any special agreement, the exclusive place of performance shall be Hoffmann's place of business.

16.3. If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the place of jurisdiction for all obligations arising from and in connection with the contractual relationship – including matters relating to bills of exchange and cheques – shall be Hoffmann's place of business or, at Hoffmann's option, the customer's place of business, unless an exclusive statutory place of jurisdiction applies. The above agreement on the place of jurisdiction shall also apply to customers domiciled abroad.

16.4. With regard to all rights and obligations arising from and in connection with the use of the service platform and the licence agreements, the laws of the Federal Republic of Germany shall apply exclusively and without regard to conflict of law provisions, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

16.5. Should any provision in this contract or a provision in any other agreement between Hoffmann and the customer be or become invalid, the validity of all other provisions or agreements shall not be affected thereby. If the invalid provision is a material contractual provision, the contracting parties undertake to negotiate jointly on a valid provision.

Document title:	Country/Language:	Version:	Last updated:
Terms of use for service platform and software products	UK/English	2.0	Mai 2022

Document title:	Country/Language:	Version:	Last updated:
Terms of use for service platform and software products	UK/English	2.0	Mai 2022