

Software as a Service (GTC SaaS)

SUBJECT MATTER OF THE CONTRACT

The COMPANY grants the CUSTOMER, for the term of the contract and against payment of an agreed fee, a time-limited, non-exclusive and non-transferable right to use the Aeneis application, the technical resources required for the provision of the application, the defined hotline services, as well as the maintenance and further development of the software.

SCOPE OF USE

(1) The contractual services may only be used by the CUSTOMER and only for the purposes agreed in the contract. During the term of the contract, the CUSTOMER may access the contractual services by means of telecommunications (via the Internet) and use the functionalities associated with the software in accordance with the contract by means of a browser or another application. The CUSTOMER shall not receive any rights beyond this, in particular with regard to the software, basic configurations of the system or any infrastructure services provided in the respective data centre.

(2) The CUSTOMER may not, in particular, use the software beyond the agreed scope of use or allow third parties to use it or make it accessible to third parties. In particular, the CUSTOMER is not permitted to reproduce, sell, or make available on a temporary basis, rent or lend the software or parts thereof.

(3) The COMPANY is entitled to take reasonable technical measures to protect against non-contractual use. The contractual use of the services may only be impaired thereby to an insignificant extent.

(4) In the event of a non-contractual exceeding of the scope of use by a user or in the event of an unauthorised transfer of use, the CUSTOMER shall, at the COMPANY's request, immediately provide all information available to the CUSTOMER for the assertion of claims arising from the non-contractual use, in particular the name and address of the user.

(5) The COMPANY may revoke the CUSTOMER's access authorisation and/or terminate the contract if the CUSTOMER significantly exceeds the permitted use or violates provisions for the protection against unauthorised use. In connection therewith, the COMPANY may interrupt or block access to the contractual services. The COMPANY shall generally grant the CUSTOMER a reasonable grace period beforehand. The sole revocation of the access authorisation without termination may only be maintained by the COMPANY for a reasonable period of no more than three months.

(6) The COMPANY's claim to remuneration for use exceeding the agreed use shall remain unaffected.

(7) The CUSTOMER shall have a right to reinstatement of the access authorisation and access once the CUSTOMER has demonstrated that the non-contractual use has been discontinued and future non-contractual use has been prevented.

CONDITIONS FOR APPLICATION OPERATIONS

§ 1 Services of the COMPANY

1. In this service description, the COMPANY sets out the concept for the provision of the service.

2. The COMPANY provides the contractual services, in particular access to the software, within its area of control (from the interface of the data centre to the Internet).

3. The following services are provided during the contract term by the employees of the COMPANY with the support of the hosting partner Netways GmbH, Nuremberg (hereinafter NETWAYS) and the data centre operator engaged by NETWAYS:

3.1 Setup

During this phase, the COMPANY installs the system environment ordered by the CUSTOMER and, depending on the commissioning, additional system connections are set up in consultation with the CUSTOMER. This includes, among other things: construction, installation and configuration of the customer environment in the NETWAYS data centre; final testing to verify functionality and contractual usability. After testing and acceptance by the CUSTOMER, the service is put into operation. For this purpose, services are described in the Service Operation phase.

3.2 Service Operation

The COMPANY and NETWAYS assume all tasks necessary for the smooth operation of the service for the purpose of carrying out the Service Operation. These include:

3.2.1 Operation of Virtual Machines

(1) The virtual machines required by the CUSTOMER and the underlying infrastructure of the data centre (firewall, switches, network, virtualisation platform) are provided by the COMPANY in accordance with the agreed availabilities (SLA = Service Level Agreement). The underlying base platform of the CUSTOMER is subject to maintenance and upkeep (fault remediation, installation of patches and updates) within the intervals specified by the manufacturers and as required by the infrastructure and the VM.

(2) Within the scope of this service description, the COMPANY ensures that the virtual machines are available, reachable and thus usable for the CUSTOMER in accordance with their initial configuration. The virtual machines are subject to continuous monitoring by the COMPANY. If threshold values of certain parameters are exceeded (e.g. vCPU utilisation permanently above 90%, very little or no storage space on the allocated storage, etc.), the COMPANY is notified by the monitoring system. Depending on the criticality of the fault, the COMPANY will inform the CUSTOMER and – if necessary – initiate further steps for remediation together with the CUSTOMER.

3.2.2 Backup

The COMPANY performs the backup of the CUSTOMER's entire environment at regular intervals. Snapshot technology is used for this purpose. The backup is performed by default once per day, with a full backup (backup of all files on the server) once per week and a differential backup (backup of files added or modified since the last full backup) on the other days. The retention period is 14 days. Restoration of entire virtual machines must be separately commissioned by the CUSTOMER.

3.2.3 Aeneis Application Maintenance

Within the scope of the contract, the COMPANY assumes the following services with regard to the maintenance of the Aeneis application:

(1) Starting/stopping the Aeneis server service; (2) Error analysis (log analysis, etc.); (3) Installation of patches/updates in consultation with the CUSTOMER's contact person; (4) Creation and initialisation of databases; (5) Importing raw data exports into existing databases; (6) Updating required licences, performing necessary adjustments to the Aeneis system configuration; (7) Connection to LDAP/SSO (in consultation with the customer IT / data centre service provider; requires a permanent VPN connection).

3.2.4 Additional Services

Services beyond this, such as the development or configuration of customer-specific solutions or required customisations, require a separate contract.

§ 2 Services and Obligations of the CUSTOMER

For the proper provision of services, the COMPANY requires the following conditions on the part of the CUSTOMER: Internet connection with a bandwidth of at least 10 Mbit/s; Account for mail relay, if email notifications are to be sent; Web browser (in accordance with the technical requirements for Aeneis) on end devices; RDP client and access to the server for the administration client (if commissioned); VPN router on the client side (for permanent VPN connection); Access to and trust relationship with the Active Directory of the client (if LDAP synchronisation or LDAP authentication) (if commissioned).

Furthermore, the CUSTOMER shall fulfil all duties and obligations necessary for the performance of the contract.

The CUSTOMER shall keep the usage and access authorisations assigned to it or the USERS confidential, protect them from access by third parties and not pass them on to unauthorised USERS. This data shall be protected by appropriate and customary measures. The CUSTOMER shall notify the COMPANY without undue delay if there is a suspicion that the access data or passwords may have become known to unauthorised persons.

The CUSTOMER shall refrain from multiple use of user accounts or take organisational measures to prevent this.

The CUSTOMER shall not unauthorisedly extract, retrieve or have retrieved any components, information or data from Aeneis or from programs operated by the COMPANY, or interfere or have interfered with them, or

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unauthorisedly penetrate the COMPANY's data networks or promote such penetration, or artificially generate network load that does not originate from the contractual use of Aeneis.

The CUSTOMER shall oblige the authorised USERS to comply with the provisions of this contract applicable to them.

The CUSTOMER is obliged to indemnify the COMPANY against all third-party claims based on an unlawful use of the service by the CUSTOMER or with the CUSTOMER's approval. If the CUSTOMER recognises or must recognise that such a violation is imminent, the CUSTOMER is obliged to notify the COMPANY without undue delay.

It is the responsibility of the CUSTOMER, to the extent that the technical possibility is consensually made available, to regularly back up the APPLICATION DATA stored on the SERVER by download and to create its own backup copies; the COMPANY's obligation to create daily backups pursuant to § 1 Section 3.2.2 shall remain unaffected.

The CUSTOMER shall ensure that information about updates, downtimes or other system changes communicated by the COMPANY to the CUSTOMER's system administrator is, if necessary, forwarded to the end users of the system at the CUSTOMER.

§ 3 Incident Management

The COMPANY provides the CUSTOMER with a central hotline service (Section: CONDITIONS FOR HOTLINE SERVICE), the scope of which is supplemented by the "Aeneis Application Maintenance Services" and the application operations services.

The CUSTOMER shall report incidents relating to the application operations in text form upon becoming aware of them. The report shall precisely describe the defect (in particular the conditions under which it occurs, the symptoms and the effects of the defect).

CONDITIONS FOR HOTLINE SERVICE

§ 1 Hotline Support for the System Administrator

For hotline support, the CUSTOMER shall designate one (1) contact person who is trained in the use of the above-mentioned licence material and who, prior to making use of the hotline support, will attempt to resolve, narrow down or specify the problem that has arisen through their own efforts. The hotline support of the COMPANY should only be used if the documentation supplied with the program does not provide any solutions for the problem that has arisen. The CUSTOMER's contact person shall be designated to the COMPANY as the system administrator and shall be solely authorised to use the COMPANY's hotline support services in accordance with these hotline service conditions. In the event of the system administrator's unavailability, the CUSTOMER is entitled to request hotline support services through an employee of the CUSTOMER who has been designated to the COMPANY in advance as a second system administrator.

§ 2 Scope of Services

The COMPANY advises and supports the CUSTOMER within the scope of the hotline exclusively in the German language.

The following is included in the scope: support for problems with the program where the supplied documentation does not provide solutions; reporting of application errors; support for problems with interfaces that were already successfully in use.

The following is not included in the scope: support for the commissioning of interfaces; software training; support for configuration; migration support; advice regarding modelling.

The hotline is not intended for the commissioning of interfaces to third-party systems. The hotline does not replace training on the operation, use and functions of the licence material. Hotline efforts caused by the CUSTOMER's wilful misconduct or gross negligence (e.g. entering commands into the software contrary to the express instructions of the hotline, etc.) are not part of the hotline services. The COMPANY is entitled to forward enquiries that are not the subject of this agreement, in consultation with the CUSTOMER, to other bodies that can provide assistance on these matters. If the CUSTOMER orders and uses services from these bodies, the billing for these services shall be regulated separately and is not part of this agreement.

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§ 3 Hotline Hours

The hotline service is available during the regular business hours of the COMPANY (weekdays Monday to Friday – excluding public holidays – from 9:00 to 12:30 and from 13:30 to 17:00 CET/CEST) via the hotline telephone numbers to be communicated separately to the CUSTOMER or by telephone at +49.(0)711-68 68 93 290. In addition, the CUSTOMER may report hotline incidents around the clock by e-mail (support@intellior.com) or fax (+49.(0)711-68 68 93 299) or enter them in the support portal (<http://www.intellior.com/services/portallogin/login.html>).

§ 4 Service Exclusions

All other services not included in the preceding sections shall not be covered by the hotline support, for example: a) Services provided within the framework of the software maintenance conditions, in particular error correction for errors in the licence material; b) Deployment of consultants at the CUSTOMER's premises; c) Other services that go beyond advice on user problems.

CONDITIONS FOR SOFTWARE MAINTENANCE

§ 5 General Subject Matter of Maintenance Services

Program maintenance comprises: a) Further development of the programs with regard to quality and modernity. b) Adaptation of the programs in the event of changes to the system platform agreed in the service contract. Adaptations for a different system platform are not included in the maintenance. c) Release of new releases. This includes new releases that fall within the scope of the programs and provide functional or technological enhancements within this scope. d) Provision of updated manuals and documentation for release changes. e) Error correction with regard to the programs during the term of the service contract.

§ 6 Scope of Maintenance Services in Detail

1. Supported Programs

The COMPANY provides the CUSTOMER with software maintenance services exclusively for the following releases in accordance with these conditions: a) The respective current major release of the programs listed in the individual contracts; b) The respective current minor release of the programs listed in the individual contracts, but only until the release of an upward-compatible minor release; c) The minor release immediately preceding the respective current major release of a program, but only for a period of 3 months after the release of the then-current generally available major program release; d) The major release immediately preceding the respective current major release of a program, but only for a period of 3 months after the release of the then-current generally available major release. e) After the dates specified in lit. c) and d), the COMPANY shall provide software maintenance services for older releases only in accordance with separate service agreements and at the costs customarily charged for such services.

The term "Major Release" means any release designated as such by the COMPANY by the indication of a pre-decimal release number (e.g. 3.x; 4.x, etc.). The term "Minor Release" means any release designated as such by the COMPANY by the indication of a post-decimal release number (e.g. x.1; x.2, etc.). The term "Release" means both Major Releases and Minor Releases.

2. Releases

The COMPANY provides new releases within the scope of the maintenance. New releases may also consist of the provision of only individual new modules. The new releases are installed in the system environment operated by the COMPANY for the CUSTOMER after consultation with the CUSTOMER and thus made available to the CUSTOMER.

The COMPANY grants the CUSTOMER the rights of use agreed in the respective service contract with regard to releases.

The COMPANY accepts improvement suggestions, examines their general applicability and the possibilities for implementation, and makes the final decision on the implementation of a suggestion. The COMPANY does not owe any remuneration for improvement suggestions used from the CUSTOMER; upon disclosure of the improvement suggestion, all possible rights arising from the suggestion shall pass to the COMPANY free of charge.

3. Error Correction

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The COMPANY shall commence error correction: a) For operation-preventing errors ("BLOCKER"): within 8 hours of receipt of the error report during the regular business hours of the COMPANY's development department; b) For operation-impeding errors ("CRITICAL"): within 2 days of receipt of the error report during the regular business hours of the COMPANY's development department; c) and d) For other errors ("MAJOR / MINOR"): within a reasonable period, in any event within the development of the next release.

Error Categories:

a) BLOCKER (operation-preventing error): Software cannot be used due to severe errors; complete system standstill; no modelling possible; use of central functions leads to system abort or data loss.

b) CRITICAL (operation-impeding error): Error without workaround, i.e. error unavoidable; major performance problem with very significant impediment; modelling only very limited (almost no longer) possible.

c) MAJOR (other significant error): Error avoidable with difficult workaround; performance problems with significant impediment; modelling possible with slightly restricted functionality.

d) MINOR (other minor error): Error avoidable with simple workaround; performance problems with minor impediment; modelling possible with insignificant restrictions compared to proper operation; problem of a single user.

The occurrence of errors does not entitle the CUSTOMER to withhold or reduce payments. The COMPANY owes the taking of economically and technically reasonable measures to rectify the error or to provide guidance for circumventing the error. The CUSTOMER will support the COMPANY in this regard within reasonable limits.

§ 7 Customer Support Services

The CUSTOMER will support the COMPANY within reasonable limits in the provision of software maintenance services, in particular through the following: a) If the CUSTOMER identifies an error in the programs, this shall be reported to the COMPANY with all necessary documents, i.e. file extracts, error description and any dumps. The COMPANY may request additional documents if necessary. The COMPANY guarantees the confidential treatment of the data.

c) The CUSTOMER shall, if necessary, provide the COMPANY with remote access to its IT system for the proper provision of the software maintenance services so that the COMPANY can carry out a remote diagnosis of the error. The COMPANY may not be able to ensure the smooth provision of software maintenance services if the CUSTOMER does not provide remote access upon the COMPANY's request.

d) The CUSTOMER shall designate a responsible contact person (system administrator) and a substitute to the COMPANY, through whom all communication in the context of the provision of software maintenance services by the COMPANY shall be conducted. The CUSTOMER's system administrator shall ensure first-line support for the users of the programs at the CUSTOMER. The system administrator shall be recorded in the COMPANY's sales information system.

e) The CUSTOMER shall ensure that the respective system requirements for the use of the COMPANY's offered service are observed.

§ 8 Services Not Covered

The following services are not covered: a) Services for programs where the CUSTOMER has not used the programs in accordance with the documentation. b) Provision of entirely new functions that represent a material expansion of the scope of services, as well as the provision of new products. Such expansions and new products are offered by the COMPANY for use against a separate fee. d) On-site services – unless otherwise agreed.

GENERAL PROVISIONS

§ 9 Term

Termination of the service contract is possible for the first time at the end of a term of 12 months by either party. The notice period is three months in each case. After the expiry of the 12 months, the service contract (application operations, hotline service and software maintenance) shall be extended by a further 12 months in each case unless terminated with a notice period of 3 months before the expiry of the respective term. A pro rata refund of due or already paid usage fees is excluded.

§ 10 Remuneration, Software Maintenance Contract Fees

The usage fees specified in the individual contract are payable in the instalments specified in the individual contract on the first of each calendar month in advance plus statutory VAT, for the first time on the first day of the month following the activation of the service and the delivery of the initial access data. The COMPANY is entitled to adjust the usage fees on 1 January of each year, whereby the change may not exceed the respective interim increase in the official consumer price index for the Federal Republic of Germany or the index replacing it by more than 2 full percentage points. All invoices are payable within 10 days of the invoice date without deduction.

§ 11 Qualitative Service Disruptions

If the services (application operations services, hotline services and software maintenance services) are not provided in accordance with the contract and the COMPANY is responsible for this, the COMPANY shall be obliged to provide the services (application operations services, hotline services and software maintenance services) in accordance with the contract within a reasonable period at no additional cost to the CUSTOMER. A prerequisite is a complaint by the CUSTOMER, which must be made without undue delay and in writing. The complaint must be made no later than within 2 weeks of becoming aware of the deficiency or from the time at which the CUSTOMER should have become aware of it without gross negligence.

If the contractual provision of the services (application operations services, hotline services and software maintenance services) fails in material parts within a reasonable grace period to be set in writing by the CUSTOMER for reasons not attributable to the CUSTOMER, the CUSTOMER shall be entitled to terminate the contract without notice. In this case, the COMPANY shall be entitled to remuneration for services rendered under the contract up to the effective date of the termination. The remuneration shall only cease to apply for those services for which the CUSTOMER demonstrates within two weeks of termination that they are of no use and of no interest to the CUSTOMER. The right to extraordinary termination remains unaffected. Further claims by the CUSTOMER due to qualitative service disruptions are excluded. This exclusion does not apply in the event of wilful misconduct or gross negligence, nor in the event of injury to life, body or health.

§ 12 Liability

The liability of the COMPANY is limited, regardless of the legal basis, to EUR 10,000. The COMPANY shall not be liable for loss of profit, unrealised savings, damages arising from third-party claims and other indirect and consequential damages, or for recorded data. The above limitations of liability and exclusions of liability shall not apply to damages based on a guarantee, the fraudulent concealment of defects, or a breach of material contractual obligations (cardinal obligations) that jeopardises the purpose of the contract, as well as to damages caused intentionally, through gross negligence by the COMPANY or its vicarious agents, or caused through slight negligence that resulted in damage to life, body or health.

§ 13 Limitation Period

Liability claims and claims arising from qualitative service disruptions shall become time-barred within one year of becoming aware of the circumstances giving rise to the claim or from the time at which the CUSTOMER should have become aware thereof without gross negligence, but in any event no later than five years after the occurrence of the event giving rise to liability. The limitation period for liability arising from wilful misconduct shall be governed by the statutory provisions.

§ 14 Data Protection

The CUSTOMER shall ensure that the COMPANY is informed of all relevant circumstances beyond the statutory provisions, knowledge of which is necessary for the COMPANY for reasons of data protection and confidentiality. The COMPANY shall ensure that all persons entrusted with the processing and performance of the contract observe the data protection provisions. Both the CUSTOMER and the COMPANY are obliged to treat all confidential information, trade and business secrets obtained in the course of the contractual relationship confidentially, in particular not to disclose them to third parties or to use them for purposes other than contractual purposes.

If the CUSTOMER collects, processes or uses personal data in connection with the contract, the CUSTOMER warrants that it is authorised to do so under the applicable provisions, in particular data protection provisions, and shall indemnify the COMPANY against third-party claims in the event of a breach.

Insofar as the COMPANY has access to personal data of the CUSTOMER or from the CUSTOMER's area, the COMPANY shall act exclusively as a processor (Art. 28(3) GDPR) and shall process and use such data

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only for the performance of the contract. The COMPANY warrants that the CUSTOMER's data is stored exclusively within the territory of the European Union.

All provisions regarding this commissioned data processing shall be set out in a separate data processing agreement.

§ 15 Written Form, Governing Law, Jurisdiction

Amendments and supplements must be in writing to be effective. Conflicting terms and conditions of the CUSTOMER shall not apply. This contract shall be governed exclusively by German law; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. The place of performance for all obligations under this contract and the exclusive place of jurisdiction is Stuttgart.

§ 16 Severability Clause

Should individual provisions be invalid, the validity of the remaining provisions shall not be affected thereby. The parties shall cooperate to replace invalid provisions with such provisions that correspond as closely as possible to the invalid provisions.

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Data Protection Information for Customers / Contractual Partners pursuant to the European General Data Protection Regulation (GDPR)

1. Controller of Data Processing and Data Protection Officer

The controller for data processing is ("Company", "we"):

intellior GmbH, Zettachring 12, 70567 Stuttgart, Germany

Phone: +49 (0) 711.68 68 93 – 0, Fax: +49 (0) 711.68 68 93 – 299, E-Mail: info@intellior.com

Our Data Protection Officer can be reached at:

Michael Weinmann, Sielminger Hauptstr. 52/1, 70794 Filderstadt, Tel.: +49 173-763 29 62, E-Mail: michael.weinmann@dsb-office.de

2. Types of Personal Data Used

We process personal data that we receive from you in the course of our business relationship in your capacity as customer/contractual partner or as representative/authorised agent/contact person of the company that is our customer/contractual partner. During the business initiation phase and during the business relationship, personal data is generated by us and by you. For companies, this data essentially relates to the responsible contact person and, where applicable, the company management (managing directors, board members). The personal data typically generated includes: name, salutation, title, address, telephone number, fax number, e-mail address, bank account details or credit card information, your company/firm (with VAT ID), department, position, date of birth, subject matter of the contract, credit assessments, enquiries and correspondence for the conclusion, administration, performance and invoicing of the contract.

3. Purpose and Legal Basis of Data Processing

Your personal data is processed in accordance with the applicable data protection provisions, in particular the GDPR and the German Federal Data Protection Act (BDSG). In detail, this is for the following purposes and on the following legal bases:

a) On the basis of your consent pursuant to Art. 6(1)(a) GDPR: If you have given us consent to process your data for specific purposes, we process your data on the legal basis of that consent. The scope and purpose of the data processing is described in the respective declaration of consent communicated to you separately.

b) For the performance of contractual obligations pursuant to Art. 6(1)(b) GDPR: Personal data is processed for the purpose of performing contracts, namely for the performance of your contract. Further information on the purposes and scope of the contractual services for which the data is processed can be found in the respective contract concluded with you and the terms and conditions incorporated therein.

c) For compliance with legal requirements pursuant to Art. 6(1)(c) GDPR: As a company, we are subject to various legal requirements for the fulfilment of tax-related control and reporting obligations. To ensure compliance with these requirements, personal data is processed in the context of business initiation and execution in accordance with the statutory requirements.

d) In the context of a balancing of interests pursuant to Art. 6(1)(f) GDPR: We process your data beyond the actual performance of the contract to protect legitimate interests of ourselves or third parties: advertising by e-mail for similar products or by post, provided you have not objected, in order to be able to inform you of our current offers (our legitimate interest).

4. Who Receives My Data?

Access to your personal data is granted to those bodies that require it for the fulfilment of contractual and legal obligations. For billing purposes, we forward the necessary payment data to our bank. Where service providers and vicarious agents are also involved in the data processing process, this is only possible if the legally prescribed obligations and our instructions for the handling of personal data are mandatorily followed. In the processing of information, auxiliary systems (IT environment, CRM/ERP systems, financial accounting) may be used, which service providers may access in the context of maintenance. In such cases, we conclude the necessary data processing agreements.

5. Is My Personal Data Transferred to a Third Country?

A transfer of your personal data to countries outside the EU or the EEA generally only takes place if you have given us your consent or if this is a necessary condition for the performance of a contract.

6. How Long Is My Data Stored?

Your personal data is processed and stored for as long as is necessary for the fulfilment of our contractual and legal obligations. After fulfilment of the contractual and legal obligations, the personal data is regularly deleted. Exceptions to this are: the fulfilment of commercial and tax law retention obligations (the retention periods are between two and ten years); the preservation of evidence within the framework of the applicable limitation periods (pursuant to Sections 195 et seq. of the German Civil Code, these limitation periods may be up to thirty years; the regular limitation period is three years until the end of the year).

7. What Data Protection Rights Can I Exercise?

As a "data subject", you have the following rights vis-à-vis us with regard to the personal data concerning you (Art. 15 et seq. GDPR):

The data subject has the right to obtain confirmation from us as to whether personal data concerning them is being processed; if this is the case, they have a right of access to such personal data and to the information specified in Art. 15 GDPR.

The data subject has the right to obtain from us without undue delay the rectification of inaccurate personal data concerning them and, where applicable, the completion of incomplete personal data (Art. 16 GDPR).

The data subject has the right to obtain from us the erasure of personal data concerning them without undue delay, provided that one of the grounds specified in Art. 17 GDPR applies, e.g. if the data is no longer necessary for the purposes pursued (right to erasure).

The data subject has the right to obtain from us the restriction of processing if one of the conditions set out in Art. 18 GDPR is met, e.g. if the data subject has objected to the processing, for the duration of the examination by the controller.

The data subject has the right to object at any time, on grounds relating to their particular situation, to the processing of personal data concerning them. We will then no longer process the personal data unless we can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or the processing serves the establishment, exercise or defence of legal claims (Art. 21 GDPR). The revocation shall only take effect in the future. Processing of personal data prior to the revocation shall not be affected.

Every data subject has, without prejudice to any other administrative or judicial remedy, the right to lodge a complaint with a supervisory authority if the data subject considers that the processing of personal data concerning them infringes the GDPR (Art. 77 GDPR). The data subject may exercise this right with a supervisory authority in the Member State of their habitual residence, their place of work or the place of the alleged infringement.

Consent given by a data subject to the processing of personal data may be revoked at any time vis-à-vis us. This also applies to consent given before 25 May 2018 (the date the GDPR became applicable). The revocation shall only take effect in the future. Processing of personal data prior to the revocation shall not be affected.

8. Obligation to Provide Data

We inform you that the provision of personal data is partly required by law (e.g. tax regulations) or may also result from contractual provisions (e.g. information on the contractual partner). Sometimes it may be necessary for the conclusion of a contract that a data subject provides us with personal data which must subsequently be processed by us. For example, the data subject is obliged to provide us with personal data when our company enters into a contract with them. Failure to provide the personal data would mean that the contract could not be concluded with the data subject. Before providing personal data, the data subject should contact one of our employees. Our employee will inform the data subject on a case-by-case basis whether the provision of the personal data is required by law or contract or is necessary for the conclusion of the contract, whether there is an obligation to provide the personal data, and what consequences the non-provision of the personal data would have.