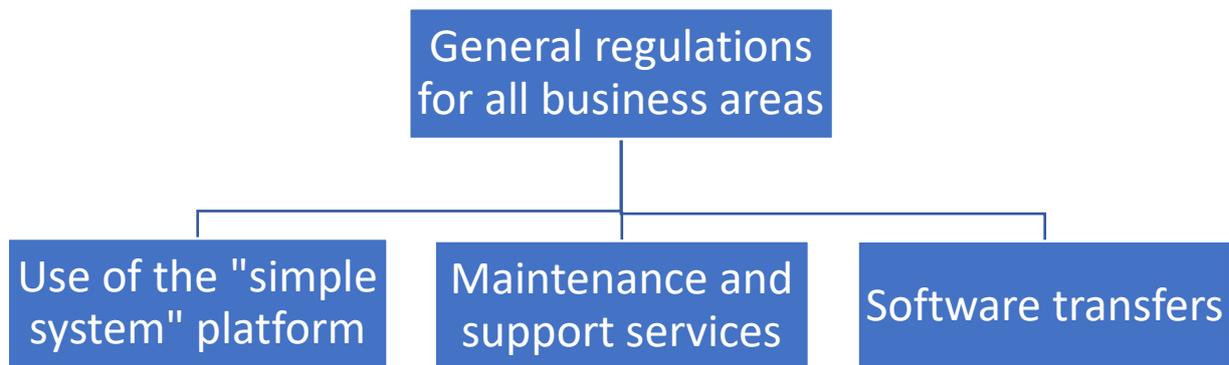<u>Introductory remarks:</u> following you find the new **Terms and Conditions for customers of simple system GmbH & Co. KG**.

A lot has changed in the past years. simple system acts as a professional, independent provider. Next to our platform operation, we provide a wide array of support- and service offerings und several software products. So far, we performed this business based on standardised paper contracts.

This document accounts for these changes and creates a common basis for all customers and interested parties. It includes legal modernisations in some areas but does not intend fundamental changes to our business relationships.

Our Terms and Conditions are structured in the following areas:

General regulations for all business areas

Use of the "simple system" platform	Maintenance and support services	Software transfers

In case of any questions, please feel free to get back to us at beratung@simplesystem.com!

Terms and Conditions of simple system GmbH & Co. KG

1. Preamble

Please find the Terms and Conditions (hereinafter referred to as "T&Cs") of simple system GmbH & Co. KG, Bodenseestraße 29, 81241 Munich (hereinafter referred to as "simple system"). This translation is provided for illustrative purposes. The legally binding document is the current original version in German language which can be found on our platform.

2. Definitions

2.1.1. "Suppliers" (vendors) are the companies entitled to supply their own products and services (hereinafter: products) in their own name and for their account through a separate agreement concluded with simple system.

2.1.2. "Customers" means a person who emerge as interested buyers for services offered by Supplier after successfully registering on the simple system platform.

2.1.3. "simple system" is the provider of the simple system platform used by Customers and Suppliers to conclude agreements with each other (eProcurement platform).

3. Scope

3.1.1. The following T&Cs apply to the conclusion of an agreement for the use of the simple system platform as a Customer and for purchasing services offered by simple system. The contracting parties to these T&Cs are the Customer and simple system. If the Customer purchases goods or services from a Supplier via the simple system platform, the Customer consequently enters into a separate agreement with the Supplier to which these T&Cs shall not apply.

3.1.2. Provisions from any individual agreements or framework agreements take precedence over these T&Cs.

3.1.3. These T&Cs shall only apply insofar that the Customer is a business entity (Section 14 of the German Civil Code), a legal entity under public law or special fund under public law.

3.1.4. All agreements with simple system concluded via the platform are exclusively subject to these T&Cs, even if they are no longer expressly referred to in the case of a long-term legal relationship, unless special agreements have been made in individual cases. Such special agreements may result from order confirmations from simple system. Any changes to these T&Cs, in particular changes to deviate or supplement the Customer's T&Cs, are hereby rejected. Such T&Cs shall not apply for simple system even if a contract is executed by simple system. Any changes to the T&Cs added to an order confirmation by the Customer shall be deemed a rejection of the offer from simple system. The failure of simple system to contact the Customer regarding deviating or supplementary T&Cs in order confirmations shall not be regarded as the granting of consent by simple system.

3.1.5. Any references to statutory provisions solely serve for the purpose of clarification. Statutory provisions shall continue to apply, even without clarification, insofar as they are not directly modified or expressly excluded in these T&Cs.

3.1.6. Previous versions of these T&Cs can be accessed in the T&Cs area of the platform by selecting the respective period of validity after registering on the simple system platform at https://www.simplesystem.com.

4. General provisions ↑

These general provisions apply to all areas of these T&Cs, providing no other overriding provisions have been agreed upon.

4.1. Additional Contractual Components

4.1.1. Additional contractual components supplementing these T&Cs are individual agreements concluded between the Customer and simple system, as they result from service offers by simple system including their annexes (in particular the service description on the simple system platform).

4.1.2. All agreements concluded between simple system and the Customer for the purpose of contractual performance require text form to be valid.

4.2. Assignment

The transfer of claims under this agreement or the contract as a whole to a third party is only permissible with the prior consent of the other party; consent may not be refused without reasonable cause.

4.3. Hotline

4.3.1. simple system shall provide support to the Customer for faults with regard to the platform and, provided a separate maintenance agreement has been concluded, additional services purchased from simple system by telephone or other telecommunication channels.

4.3.2. The Customer can use the hotline to speak with specially qualified employees during the hotline hours, which can be found at www.simplesystem.com under 'Contact'. During these hours, simple system will also respond to any incoming fault reports and qualified inquiries by email. In individual cases, the parties may agree on the provision of fault remediation services outside of these hours subject to additional payment.

4.3.3. The Customer shall endeavour to describe faults in as much detail as possible, explaining the indications, the operating conditions, prior instructions to the system and any relevant third-party processors or systems. simple system must be notified immediately after a fault is detected.

4.4. Obligation of the Customer to cooperate

4.4.1. The Customer shall actively support the activities of simple system required to carry out the agreement. In particular, the Customer shall take all necessary measures relating to his business sphere on his own account to ensure orders can be properly executed.

4.4.2. Failure of the Customer to fulfil his contractual obligations or to not do so in time may result in delays in performance and additional costs may occur.

4.4.3. The Customer shall provide simple system with the necessary information for the intended areas of application and regarding all other factors and requirements which are required for the specification of the services.

4.4.4. In the event that the Customer's access data is used by unauthorised third parties to access services offered by simple system, the Customer is liable for any resulting fees incurred within the scope of civil law liability until receiving Customer's instruction to change the access data or the loss or theft is reported, provided the Customer is responsible for access by the unauthorised third party.

4.5. Storage Space

4.5.1. Provided the Customer is granted the opportunity within the scope of simple system's services to store and use the data he has been provided with to access online services or within the scope of software-as-a-service offers, simple system shall only be responsible for the provision of storage space for use by the Customer. This includes any provision of server capacities for storage, maintenance, and functioning of the services provided by simple system insofar as they take place on the systems of simple system. simple

system shall not be liable to provide the Customer with any safekeeping or care duties for data transferred and processed by the Customer.

4.5.2. The Customer is obliged to check its data and information for viruses or other harmful components prior to entry and to use state-of-the-art anti-virus programs for this purpose.

4.5.3. The Customer is not permitted to store any content on the storage space whereby the distribution, publication or use thereof violates applicable laws, agreements or the rights of third parties. The Customer hereby indemnifies simple system from all claims asserted by other suppliers, customers or third parties against simple system due to violation of their rights by data and services posted by the Customer on the platform.

4.5.4. Provided the Customer's data is protected by copyright and data protection law, the Customer grants simple system the right to provide the Customer and his suppliers with access to content stored on the server for queries submitted online and, in particular, to duplicate and transmit content for this purpose and to duplicate content for backup purposes.

4.5.5. simple system reserves the right to immediately block the storage space if there are reasonable grounds to suspect that the stored data is of an illegal nature and/or violates third party rights. Reasonable grounds to suspect that the stored data is of an illegal nature and/or constitutes a violation of rights shall be deemed to exist, in particular, if simple system is informed thereof by courts, authorities and/or other third parties. simple system must immediately inform the Customer of the block and the reasoning therefor. The block shall be lifted as soon as the suspicion is proven to be invalid.

4.5.6. simple system is obligated to take suitable precautions to safeguard the Customer's data against third-party access. In principle, the Customer himself remains obliged to ensure sufficient data backup on his own systems. The data backup of data added to the storage space by the Customer is not deemed part of the scope of the contractual services offered by simple system.

4.5.7. simple system shall not acquire any additional rights to the data beyond the rights transferred. The Customer consequently reserves the right to receive parts of or all of the data at any time. Upon termination of the contractual relationship or upon request, simple system is obliged to transfer all of the data stored on the storage space allocated to the Customer to the Customer, unless the Customer is able to export this data himself. Within 14 days after termination of the contract the Customer is obliged to transfer the data into his sphere of control. Insofar as information results from the function of the software or was only created with the help of the application, simple system is not obliged to make this information available to the Customer nor to export it. The Customer is entitled to decide whether the data should be transferred by the handing over of data carriers or by transmission over a data network. The Customer is not entitled to receive the software suitable for using the data.

4.5.8. simple system will delete all available data 14 days after the data has been transferred to the customer in connection with the termination of the contract, unless the customer informs simple system, that the data is not readable or incomplete. The failure to notify shall be considered as consent to the deletion of the data. When submitting the data simple system will in particular point out to the customer the meaning of its behaviour.

4.5.9. simple system is permitted to involve subcontractors in the allocation of storage space. The use of subcontractors does not release simple system from its sole obligation towards the Customer to fulfil its contract in full.

4.6. **Set-off**

The Customer is only entitled to set off or assert a right of retention if the claim

    a.   entails mutuality of obligation with respect to the principle claim;
    b.   in the case of procedural claims, the claim has reached a stage appropriate for final judgement at the time of the last oral hearing
    c.   or is either undisputed or has been legally declared final and absolute.

4.7. **Rights of the Customer in the Case of Malfunction**

4.7.1. If statutory warranty provisions apply to the services offered, these shall apply if and providing nothing to the contrary is agreed in the following.

4.7.2. Warranty claims shall expire one year after the time of provision agreed in the order confirmation or the time of performance or acceptance of a service. This shall not apply if a defect has been fraudulently concealed and/or if simple system has provided a special form of a manufacturer guarantee.

4.7.3. The Customer is only permitted to exercise his right of self-remedy in the event of malfunction after receiving confirmation from simple system in text form to that effect. The right of simple system to rectify faults remains unaffected.

4.7.4. simple system shall eliminate malfunctions that occur during use of the software wherever technically possible. A malfunction is deemed to exist if the functionality specified in the service description does not fulfil essential functions or delivers incorrect results making the use thereof impossible or considerably restricted. simple system shall remedy malfunction affecting the use of the software by taking suitable measures at its own discretion.

4.7.5. The strict liability already in place for errors in computer programs at the time of conclusion of the contract is excluded.

4.7.6. The Customer is excluded from asserting warranty rights if he has made unauthorised changes to the contractual software or if the software has been used improperly, unless these changes and uses had no influence on the occurrence of the malfunction.

4.8. **Acceptance**

4.8.1. Insofar as the services of simple system are able to be accepted, the Customer shall accept them after their completion.

4.8.2. simple system shall inform the Customer that the service has been completed.

4.8.3. The Customer is not permitted to refuse acceptance due to minor defects.

4.8.4. Acceptance shall be deemed to have been granted if two weeks have passed since the performance of the service and the Customer has failed to accept the service within this period of time for any reason other than simple system is notified of a defect which makes the use of the service impossible or significantly impairs its use, or if the service is actively used by the Customer.

4.9. **Liability**

4.9.1. The following provisions cover all claims for damages, regardless of their legal basis. They also apply to claims for the reimbursement of futile expenses.

4.9.2. Provided simple system's liability is limited or excluded, this also applies to the benefit of representatives, employees, performing and vicarious agents and executive bodies of simple system.

4.9.3. The liability of simple system for damages caused by negligence is limited as follows:
- Liability for maintenance and support services, as well as agreements on the licensing of software, shall be limited to the amount of the annual order value, but to a maximum total of EUR 150,000.
- Liability for use of the platform shall be limited to EUR 50,000 per claim, but to a maximum total of EUR 200,000 per calendar year.

4.9.4. The above limitations of liability shall not apply in the case of intent, gross negligence, injury to life, body or health, breach of material contractual duties (so-called cardinal duties) or in the event of mandatory unlimited liability for other legal reasons. Claims for damages for breaches of essential contractual duties (so-called cardinal duties) are - except in cases of intent, injury to life, body or health - additionally limited to foreseeable damage typical for this type of contract. Cardinal duties are duties whereby the fulfilment thereof enables the proper execution of the contract and on whose compliance the Customer can regularly rely.

4.9.5. Claims for damages asserted against simple system shall expire in accordance with the statutory provisions and in deviation from Section 199 para. 3 (1)(2) of the German Civil Code at the latest five years after the time at which the claim arose and, irrespective of the time at which the claim arose, at the latest ten years from the commitment of the act, the breach of duty or other events that triggered the damage.

4.9.6. simple system assumes no liability for the accuracy and completeness of the information or statements provided by a Customer or Supplier. This also includes the existence of a user designated as a Customer or Supplier who offers services or makes or accepts offers.

4.9.7. simple system is not liable for losses of data insofar as the damage occurs as the result of the Customer failing to carry out data backups and thereby failing to ensure that lost data can be restored with reasonable effort. Data backups are not a service offered by simple system.

4.9.8. In the event of indemnification by the Customer, the Customer shall also assume any costs incurred by the required legal defence of simple system. Necessary legal defence costs include court and attorney fees in the statutory amount.

4.9.9. The Customer is obliged to immediately inform simple system of any claims asserted by third parties. He shall provide all information required to review and defend the claims.

4.10. **Force Majeure**

4.10.1. If, as a result of an unforeseen event for which simple system is not responsible, the Customer's services cannot be performed by simple system, in particular in cases of
  a. force majeure, e.g. mobilisation, war, epidemics, acts of terrorism, riots or similar events (e.g. strikes, lockouts)
  b. attacks on the IT system of simple system, insofar as these occurred despite the observance of ordinary care in line with precautionary measures,
  c. hindrances arising from German, US and other applicable national, EU or international provisions of foreign trade law or due to other circumstances, or
  d. not delivering on time or in the proper manner to simple system,

then no breach of duty shall be deemed to exist for the duration of the non-performance.

4.10.2. simple system shall provide the Customer with a notification in text form of the occurrence of an unforeseen event as soon as it comes to light.

4.10.3. If the end of the hindrance to performance cannot be predicted or if it lasts longer than ten working days, the Customer is entitled to withdraw from the contract or to terminate it extraordinarily; any fees paid in advance will be reimbursed on a pro-rata basis.

4.11. **Data Protection & Obligation to Maintain Secrecy**

4.11.1. The contracting parties undertake to treat all objects (e.g. software, documents, information) which they receive or gain knowledge of from the other contracting party before or during performance of the agreement and which are legally protected or contain business or trade secrets in accordance with Section 2 of the German Trade Secrets Protection Act or are designated as confidential as confidential, even after the end of the contract, unless an exception is stipulated under the German Trade Secrets Protection Act. The contracting parties shall store and secure these objects in such a way as to safeguard them from third-party access. In addition, the contracting parties undertake to comply with the provisions of the confidentiality agreement (Annex 1 to the T&Cs).

4.11.2. The contracting parties shall make the contractual objects accessible only to employees and other third parties who require access in order to perform their work duties. They inform these persons on the requirement for confidentiality of the objects in question.

4.12. **Deadlines**

Binding deadlines for the provision of services must be specified as binding in text form.

4.13. **Travel Expenses**

4.13.1. simple system is entitled to receive reimbursement for travel, food and accommodation expenses at the maximum rate applicable under tax law.

4.13.2. Travel expenses are calculated as follows:
- Travel expenses incurred by car are calculated at EUR 0.50 per kilometre driven.
- In all other cases, reimbursement shall take place following submissions of receipts.

4.14. **Other Provisions**

4.14.1. If individual provisions of this contract are deemed invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall endeavour to find a provision to replace the invalid provision which comes as close as possible to the legal and economic objective of the contract.

4.14.2. The contractual relationship shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) or parts thereof.

4.14.3. Insofar as to which an Agreement is formulated in German and another language, the German version shall, in case of doubt, be exclusively applicable.

4.14.4. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of simple system (Munich). simple system is also entitled to take legal action at the place of performance of the provision or at the Customer's general place of jurisdiction. Statutory provisions which take precedence over these provisions, in particular those concerning exclusive jurisdiction, shall remain unaffected.

5. Use of the "simple system" platform ↑

The following terms and conditions apply in addition and with priority to the general provisions between simple system and the Customer if the subject of the contract is the use of the simple system platform.

5.1. **Subject of the Contract**

5.1.1. The subject of the contract is the provision and maintenance of access to the "simple system" platform (hereinafter referred to as the "Platform"). The Platform is a cloud application for the indirect procurement of products offered by Suppliers.

5.1.2. The Platform brings together Suppliers and Customers to initiate agreements. The role of simple system is limited to the provision of the Platform required for the initiation of the contract. simple system shall not become a party of the concluded agreements and is not involved in them. The agreements are solely concluded and processed between the Suppliers and Customers.

5.1.3. The platform serves exclusively for the mediation of sales in the B2B sector.

5.2. **Access and Conditions of Use**

5.2.1. The use of simple system is exclusively reserved for registered Suppliers and Customers. Customers can register with simple system by filling out and sending the registration form. By sending the registration form, the Customer accepts these terms of use. Registration is only complete once simple system has confirmed the successful registration by sending a user ID and password in an email to the Customer.

5.2.2. No entitlement to registration or use of the platform exists. Only simple system is entitled to decide whether to permit Customers to trade on the platform.

5.2.3. The Suppliers' offers on simple system are aimed exclusively at Customers from industry, trade and commerce. Upon request at any time by simple system, the Customer must provide evidence that he belongs to this group of persons. If the Customer is not a natural person, the person acting on behalf of the Customer must prove his power of representation for the customer at any time upon request.

5.2.4. All declarations of intent, business-like transactions and other legally relevant statements or actions posted on the platform at the initiative of a Customer or a Supplier, or transmitted or received from another Customer or Supplier are hereby exclusively deemed to be statements or transactions of the Customers or Supplier themselves. They cannot be attributed to simple system.

5.3. **Customer's Duties**

5.3.1. The Customer undertakes to provide only truthful and accurate information during registration and in the context of other collection of data on the platform.

5.3.2. The Customer undertakes to ensure that his user name and password are safeguarded against unauthorised third-party access. Furthermore, he undertakes not to make his access data accessible to groups of persons who are not authorised to trade on the platform or are not part of his company organisation.

5.3.3. The Customer undertakes to process agreements that are concluded on the platform exclusively via the platform.

5.3.4. The transfer point for all data is the router output of the computer centre used by simple system to the Internet. simple system is entitled to redefine the data transfer point at any time after prior notification in text form (at least 3 months in advance), insofar as this is required to enable smooth use of the services by the Customer.

5.3.5. The Customer is responsible for establishing and maintaining the data connection between the Customer's IT systems and the transfer point.

5.3.6. The Customer must ensure that his use of the platform does not result in the transmission of viruses, technical malware or other files or programs that endanger the functionality of the platform or the data of other parties involved.

5.4. Blocking and Sanctions

5.4.1. The Customer is only entitled to use the platform for the purposes described in 5.1. The Customer is not permitted to use it in any other way.

5.4.2. simple system reserves the right to enforce the following sanctions for any breaches of these conditions at any time.

5.4.3. simple system is entitled to enforce the following sanction measures against the Customer in case of a breach of the statutory provisions or conditions listed below: Erasure of data, warnings, restriction of use of access, temporary blocking, permanent blocking.

5.4.4. When selecting the appropriate measure, simple system will take into account the legitimate interests of the Customer, in particular whether there are indications that the Customer is not responsible for the breach.

5.5. Services from simple system

5.5.1. simple system provides the Customer with an online platform whereby several Suppliers are represented with their products. The Customer can select and order products from this selection. The Customer's orders are summarised with a uniform ordering process and forwarded to the respective Suppliers.

5.5.2. simple system makes every reasonable effort to avoid any interruptions to the platform. However, downtimes cannot be excluded, especially downtimes during which the data cannot be retrieved at the transfer point due to technical or other problems that are beyond the control of simple system.

5.6. Expiration/Termination of the License Agreement

5.6.1. Customers reserve the right to terminate the license agreement for the simple system platform at any time.

5.6.2. Unless otherwise agreed, simple system is entitled to terminate the contract of use at any time with a notice period of three months to the end of the month. Sanctions law remains unaffected by this.

5.6.3. The termination of the license agreement for the simple system platform does not affect other agreements.

6. Maintenance and support services↑

The following terms and conditions apply in addition to the general provisions agreed between simple system and the customer if the subject of the contract is maintenance and/or support services.

6.1. General Provisions

6.1.1. The services provided by simple system are non-binding.

6.1.2. If an offer from simple system contains a calculation or printing error, simple system reserves the right to rectify this even after the offer has been submitted.

6.1.3. The contract shall be concluded and begin on the date stated in the order confirmation.

6.2. Response and Recovery Times

Response and recovery times for maintenance and support services are determined by the respective individual agreement.

6.3. **Payment**

6.3.1. Payment for the services stipulated in this section is determined by the product catalogue which can be viewed online or, if deviating provisions apply, by individual agreement between simple system and the Customer.

6.3.2. All amounts are exclusive of statutory value-added tax.

6.3.3. Unless otherwise agreed, payment for the services stipulated in this section is due upon completion.

6.3.4. Additional services can be invoiced either on a monthly basis or after the end of the project.

6.4. **Termination**

6.4.1. The contract for maintenance and support services can be terminated by either party with three months' notice to the end of a quarter.

6.4.2. Upon termination, fees for unused maintenance periods will be refunded. If the contract commences during the course of the year, the payment obligation shall be calculated pro-rata.

7. Software transfers

The following terms and conditions apply in addition to the general provisions between simple system and the Customer if the subject of the contract is the provision of software. simple system provides software-as-a-service (SaaS) services to the Customer online or with an on-site installation in the indirect procurement area, hereinafter referred to as "Software".

7.1. **General Provisions, Subject of the Contract**

7.1.1. The services provided by simple system are subject to change. If an offer from simple system contains a calculation or printing error, simple system reserves the right to rectify this even after the offer has been submitted.

7.1.2. The contract comes into effect and begins on the date stated in the order confirmation or when the software is handed over to the Customer (provision of service). The subject of the contract
   a. licensing of software modules that are offered in the product catalogue or as a separate offer from simple system, and
   b. the concession of storage space on the servers owned by simple system.

7.2. **Transfers**

7.2.1. simple system shall provide the Customer with the relevant current version of the software for the duration of the respective agreement within the scope of the individual agreement either online or with on-site installation for a fee. simple system sets up the software on a server that can be accessed by the Customer online for this purpose.

7.2.2. The scope of software features is defined by its current service description in the simple system product catalogue.

7.2.3. simple system continues to develop its own software and constantly improve it through updates.

7.3. **Grant of Rights**

7.3.1. Once the fee has been paid in full the Customer shall receive the non-exclusive, non-transferable and non-sublicensable right to use the software, limited to the term of the respective contract period.

7.3.2. The right of use is limited to the number of utilisation units ordered by the Customer and the corresponding type of use according to the respective agreement.

7.3.3. simple system remains the owner of all copyright-protected exploitation rights to the software provided, unless otherwise expressly agreed between the parties.

7.3.3.1. The Customer is not permitted to transfer, modify, sell or lease the software to third parties, nor to grant sublicences, unless these provisions or the law stipulate otherwise.

7.3.4. Insofar as software components from third-party manufacturers are used, their licence conditions shall be accepted by the Customer and the provisions of the manufacturer of the software shall apply in addition to these provisions.

7.4. **The Customer's Cooperation Duties**

In order to access the use of the SaaS services, the Customer needs to generate his own User ID and password, which are required for further use of the SaaS services. The Customer is obliged to keep his User ID and password secret and to safeguard them against third-party access.

7.5. **Termination**

7.5.1. Both parties reserve the right to terminate the agreement on the temporary provision of software in text form with a notice period of three months to the end of a quarter. Termination is excluded during any other contractually agreed minimum term.

7.5.2. The Customer is only entitled to terminate the contract on the grounds of failure to comply with contractual use if simple system has been given sufficient opportunity to eliminate faults and subsequently failed. Failure to comply with contractual use is deemed to have occurred if this is impossible, refused by simple system, delayed in an unreasonable manner or if this is unreasonable for the Customer for other reasons.

7.5.3. The right to terminate for good cause remains unaffected. Good cause is deemed to exist for simple system, in particular, if the Customer
   a. is in default with the payment of the agreed remuneration for two consecutive deadlines, or the Customer is in default with the payment of remuneration for a period extending over more than two deadlines in an amount corresponding to remuneration for two months;
   b. is insolvent or insolvency proceedings are opened against the assets of the Customer or the opening is rejected for lack of assets or the Customer enters into out-of-court settlement negotiations with his creditors to avert insolvency proceedings;
   c. culpably breaches an essential contractual obligation and does not remedy this breach within the reasonable period of time stated in the warning despite a warning.

7.6. **Payment**

7.6.1. The Customer shall pay simple system the agreed remuneration for the provision and granting of rights of use to the software during the term. Unless otherwise agreed, the remuneration is based on the simple system product catalogue valid at the time the contract is concluded.

7.6.2. All amounts are exclusive of statutory value-added tax.

7.6.3. Unless otherwise agreed, the fee for the use of the software is due following the launch.

7.6.4. Additional services can be invoiced either on a monthly basis or after the end of the project.

Annex 1 to the simple system T&Cs

Non-disclosure agreement

In addition to Section 4.11. **"Data Protection & Obligation to Maintain Secrecy"** of the T&Cs of simple system the following provisions shall apply. In the event of inconsistencies, the T&C shall take precedence over the provisions of this non-disclosure agreement.

1. Confidential information

Both Parties undertake to maintain strict confidentiality with regard to all information, in particular trade secrets of both Parties, such as technical drawings and documents, materials, goods, technical processes and other technical knowledge, as well as business and personal data, development, research and planning information, tenders, responses to tenders and enquiry documentation disclosed to both Parties in connection with the collaboration by commissioned firms and persons either in writing or any other way and to solely use this information for its contractually intended purpose and to take all reasonable measures to safeguard it against unauthorised third-party access beyond the scope of contractually intended use. This applies, in particular, to all industrial property rights and other legal positions relating to manuscripts, texts, technical designs, photographs, films, videos, recordings, software, sound recordings and similar rights and items. The Parties shall ensure confidential materials are stored in a secure location. If a piece of confidential information pursuant to this non-disclosure agreement fails to fulfil the requirements established for the term "Trade Secret" in the German Trade Secrets Protection Act (GeschGehG), this piece of confidential shall nonetheless be subject to the obligation to maintain confidentiality as stipulated in this non-disclosure agreement.

2. Description of purpose

Confidential information exchanged here is used for the purpose of performing contracts on the basis of the T&Cs of simple system.

3. Non-disclosure obligation

Both Parties undertake to ensure that knowledge pursuant to Section 1 is only accessible to persons who require this information to fulfil the contractual purpose. The obligation to maintain confidentiality also applies to knowledge acquired through observation, investigation, reverse engineering or the testing of a publicly acquired or consensually supplied product or material. Both Parties warrant that their employees and other parties who gain access to the exchanged information and classified materials are subject to the same obligations with regards to confidentiality as those stipulated in this non-disclosure agreement. If the Customer consults or commissions third parties in individual cases within the scope of the collaboration based on the consent of simple system, he hereby warrants that these third parties shall correspondingly be bound to maintain confidentiality to the extent pursuant to this non-disclosure agreement.

Information received may only be applied and used to fulfil the contractual purpose underlying this non-disclosure agreement. Any other use of the information in question is hereby strictly prohibited.

4. Applicability of the non-disclosure obligation

The obligation to maintain confidentiality pursuant to this non-disclosure agreement shall not apply to information and confidential materials, whereby the Customer can prove that

- at the time of its disclosure by simple system or a third party commissioned by simple system, the information in question was already in the public domain, i.e. published or generally accessible, or
- at the time of its disclosure by simple system, the Customer was already aware of the information, or
- after its disclosure by simple system, the information became known or entered the public domain through no fault of the Customer, or
- after its disclosure by simple system, the information was disclosed to the Customer by a third party in a lawful manner without any restrictions regarding confidentiality or use.

5. Compensation

Insofar as a party culpably violates the non-disclosure obligation stipulated in this non-disclosure agreement, it hereby agrees to bear the costs for all damages incurred by each breach of confidentiality, including any court fees and reasonable attorney's fees, caused by its employees, executive bodies or consultants, or by employees, executive bodies or consultants of a third party commissioned by it.

6. Licences

The exchange of confidential information does not justify the transfer of rights or licences, nor does it oblige the Parties to conclude any additional agreements. The Parties hereby agree not to use the information received regarding confidential materials themselves or permit a third party to use it, or to disclose it within the scope of applications for industrial property rights.

7. Confidentiality in the cooperation

Both Parties are only permitted to disclose the existence and content of this non-disclosure agreement to third parties after obtaining written consent from the other party.

8. The return of contractual materials

Confidential information the Customer receives from simple system remain the property of simple system and must be returned to simple system or destroyed upon request, at the latest upon termination of the Customer's activity for simple system.

This applies accordingly for any copies made. The Customer reserves the right to retain and store documents and data subject to a statutory retention period, those required by the Customer for internal documentation purposes only and those which are stored within the scope of electronic back-ups.

In the aforementioned cases, the obligation to maintain confidentiality pursuant to this non-disclosure agreement shall continue to apply for the duration of further storage or retention. Original data carriers must be return to simple system and all intermediate data carriers (back-up storage) must be physically erased.

9. Duration of the contract and non-disclosure obligation

This non-disclosure agreement shall expire 5 years after termination of the cooperation between the Parties.