

General Conditions of Sale, Delivery and Business (General Terms and Conditions)

of Softsolution North America Inc.,
registered FEI: 36-4913462
business address: 4338 Regency Drive, 60025 Glenview, IL
(hereinafter referred to as "*Softsolution*")

January 2019

1. Scope • General • Definitions

- 1.1. The present General Terms and Conditions apply to all offers, bids, legal transactions and other services of Softsolution, in particular to the supply of goods and the provision of services. Agreements deviating from these General Terms and Conditions require the written approval of Softsolution to be valid.
- 1.2. Any (in particular: general) terms of business of the Customer are herewith rejected; they shall not bind Softsolution even if Softsolution does not explicitly reject them when the contract is concluded and even if it is stated in these conditions that their applicability is an express condition for the transaction.
- 1.3. The General Terms and Conditions of Softsolution apply as the general framework agreement for any and all subsequent deliveries in connection with the order and all further legal transactions with the Customer (e.g. additional order) even if their applicability is not specifically agreed upon again.
- 1.4. If there are any contradictions in the constituent parts of the Agreement, the documents shall apply in the following order: any special agreements to the extent they are explicitly confirmed in writing by Softsolution (the written form includes telefax and e-mail messages); License Agreement; Maintenance and Update Agreement; these General Terms and Conditions of Business (and the conditions and agreements referred to in these General Conditions); statutory standards.

2. Offer

- 2.1. All offers, bids and price lists of Softsolution are non-binding and are to be understood only as an invitation to the Customer to place an order. The offers are subject to Softsolution's receiving timely and full supply from its own suppliers.
- 2.2. All project documents and the like provided by Softsolution shall remain the property (in particular intellectual property) of Softsolution and are to be returned to Softsolution by the Customer upon receipt of delivery at the latest, unless they become part of goods to be delivered by Softsolution under a contract and/or unless otherwise agreed, or if no contract is concluded. They must not be reproduced, utilized by any means or made accessible to third parties without the prior approval of Softsolution.

3. Order • Order confirmation • Contract • Scope of performance

- 3.1. Orders placed by the Customer shall be binding for the Customer from the moment they are received by Softsolution; receipt by one employee of Softsolution shall be sufficient in this context.
- 3.2. Softsolution may accept the Customer's order within eight days at its own discretion by either fulfilling the order (e.g. sending the goods) or by sending a written order confirmation; such action constitutes the formation of the contract. The date of dispatch shall be the decisive date.

Silence on the part of Softsolution has no legal declarative value and shall in particular not be considered to constitute approval and/or acceptance of the Customer's order.

- 3.3. The Customer shall inspect the order confirmation thoroughly forthwith upon its receipt, especially with regard to prices, dates of delivery, number of units, article designation and similar. If the order confirmation deviates from the order, the Customer shall notify Softsolution thereof immediately, as otherwise no corrections can be

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made and the content of the order confirmation will be binding for the order if no request for correction of the same is made.

- 3.4. Any details of performance, dimensions, weight, operating costs, speed, equipment, technical values and similar that are stated in product descriptions, catalogues, leaflets, brochures, price lists etc. shall be considered approximate or indicative values only, and shall as such only be decisive for the contract if explicit reference is made to them in the order confirmation.
- 3.5. Declarations made by field service staff, employees or other representatives of Softsolution who are not managing directors, authorized officers under commercial law or persons who are explicitly authorized in writing to conclude contracts and/or to make binding declarations of intent, require a written approval by Softsolution to be legally effective.
- 3.7. Manifest errors (such as misspellings or calculation errors) entitle Softsolution to either cancel the contract or change/adjust the agreed prices/services accordingly at its discretion.
- 3.8. Softsolution shall be entitled to resort to the support of third persons or companies in the fulfilment of its services. Softsolution shall also be entitled to transfer the rights and obligations resulting from this contract in whole or in part – i.e. also with regard to individual services – to third parties. The Customer hereby agrees to this transfer of rights in advance. Softsolutions will notify the Customer of the transfer of rights without delay. The choice of a (preliminary) supplier shall in any case be left to the discretion of Softsolution; the Customer may not demand procurement from another source.
- 3.9. Softsolution reserves the right to reject and/or refuse to fulfil orders placed by the Customer and/or to rescind from the contract. This provision shall apply in particular if there are any unpaid invoices for other orders of the Customer or if after order confirmation and before delivery circumstances of the economic conditions of the Customer become known that appear to jeopardize the fulfilment of Softsolution's claims.

4. Prices • Costs

- 4.1. All and any prices stated are in USD without any tax. Prices are Ex Works (Incoterms 2010) (distribution) warehouse of Softsolution and do not include the costs of packaging, loading and transport. If fees, taxes or other charges are levied in connection with the delivery, these shall be borne by the Customer. If a delivery is subject to deviating conditions of delivery, these specifically agreed conditions shall apply and must be calculated separately.
- 4.2. As far as repair orders are concerned, Softsolution will perform the services it considers necessary, suitable and appropriate. Unless otherwise agreed, these services will be charged on the basis of the actual expense incurred. Any costs incurred by Softsolution in the context of preparing repair offers or expert appraisals are to be reimbursed to Softsolution in any event to the full reasonable amount even if no order is placed.
- 4.3. Services and extra services the necessity and adequacy of which become apparent only during performance of the order or that become necessary due to changes of the fulfilment under the contract, will be charged by Softsolution on the basis of the actual expense incurred unless otherwise agreed. There is no obligation to notify the Customer of the performance of such (extra) services separately in advance.

5. Payment conditions • Retention • Default • Discounts • Instalments • Cancellation

- 5.1. Unless otherwise agreed, invoices shall be submitted in three steps, for 40%/50%/10% of the price:
 - *Advance invoice* – usually submitted together with the order confirmation; Softsolution reserves the right to send the advance invoice separately;
 - *Delivery invoice* – usually submitted together with the goods and/or upon completion of the service; Softsolution reserves the right to send the delivery invoice separately;
 - *Acceptance or final invoice* – submitted after acceptance of the service; Softsolution reserves the right to send the acceptance or final invoice separately.
- 5.2. In the event of interruptions during service provisions that are not provided in the contract and that are not attributable to Softsolution, Softsolution shall be entitled to submit additional *partial invoices* for the services provided besides the advance, supply and/or acceptance/final invoice, unless the amount is covered by an advance, supply and/or acceptance/final invoice.

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- 5.3. If the service consists of the mere delivery of goods without the obligation of any further services, including but not limited to, installation, training or similar services, the billing process shall deviate from item 5.1. as follows, unless otherwise agreed: Two invoices, each for 50% of the price, shall be made out in this case, one advance and one delivery invoice.
- 5.4. Softsolution shall be entitled to submit invoices by electronic means; the Customer explicitly agrees to this form of transmission. Objections against invoices submitted by Softsolution shall be made within one month from receipt; otherwise the invoices shall be deemed accepted.
- 5.5. Payments shall become due forthwith upon receipt of the invoice and are to be transferred without any deductions in the agreed currency – with debt discharging effect – to the bank account specified by Softsolution.
- 5.6. If the Customer is in default with the consideration he owes Softsolution, especially payment of the price, Softsolution may at its discretion and notwithstanding any other rights
- withhold fulfilment of its obligations until the outstanding consideration has been met, i.e. retain any outstanding deliveries and services, extend the term of delivery appropriately or claim payment in advance and/or the provision of securities;
 - make the full outstanding price payable immediately on pain of the consequences of late payment (acceleration); or
 - rescind from the contract if the Customer fails to observe a reasonable period of grace subject to the consequences of item 10.
- 5.7. The Customer is not entitled to claim retention rights or other rights to refuse performance (e.g. referring to warranty claims) if he cannot legitimately refuse acceptance of the goods, neither shall he be entitled to set them off against counter claims, unless the claims are explicitly accepted in writing by Softsolution or are upheld by a court decision with force of law.
- 5.8. Rebates and bonus payments (e.g. also including cash discounts) shall only apply if explicitly approved by Softsolution in writing. The burden of proof in this context lies with the Customer. Any rebates or bonuses granted are conditional upon timely receipt of payment in full; if the total price is not paid in due time, any rebates or bonuses shall be irrevocably forfeited.
- 5.9. Instalments shall also be valid only if explicitly approved by Softsolution in writing. The burden of proof in this context lies with the Customer. Failure to pay an instalment and violation of any other provision of the contract, shall be deemed default and the full amount shall become payable immediately.

6. Delivery • Fulfilment • Transfer of risk • Duty to inform • Take-over

- 6.1. Unless otherwise agreed, deliveries shall be made ex works/warehouse (EXW Incoterms 2010), i.e. transport is to be provided by the Customer at its own cost.
- 6.2. The term of delivery is twelve weeks and begins on principle on the day the order confirmation is sent. Unless otherwise agreed, the beginning of the delivery term is, however, conditional upon fulfilment of any technical, commercial (e.g. downpayment or security) or other preconditions and preliminary works for which the Customer is responsible. The delivery term is considered to have been met if the goods are dispatched from the plant/(distribution) warehouse of Softsolution – in the case of drop shipping from the supplier's warehouse – before the end of the term or if the Customer is notified that the goods are ready before the end of the term.
- 6.3. Softsolution will make every endeavour to observe delivery periods. Periods or dates of delivery shall, however, not be binding unless expressly agreed otherwise. Delays in delivery do not entitle the Customer to withdraw from the contract, nor to claim any warranty, avoidance or damage claims. Softsolution is entitled to make partial or advance deliveries.
- 6.4. The period of delivery shall be appropriately extended if the provision of service or the scope of performance is changed to an extent that makes additional supplies or additional services necessary or otherwise affects the delivery term.
- 6.5. The Customer shall examine and take over the goods immediately upon receipt of the notification that the goods are ready for pick-up at the agreed place. If the Customer explicitly or tacitly waives the examination

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of the goods, the goods are considered properly supplied and taken over when they leave the (distribution) warehouse and/or when they are handed over. The Customer shall record any transport damage on the consignment note; if no notes concerning transport damage have been made, the burden of proof lies with the Customer.

- 6.6. Unless otherwise agreed in the individual case, the Customer shall formally take over the goods without delay upon written notification of completion submitted by Softsolution. The Customer shall record the take-over in a document. These minutes must include the following: any defects reported, and in any case obvious defects; a statement as to whether the contractually agreed delivery periods have been met or exceeded. These written minutes are to be signed by the Customer and by Softsolution.

Take-over may only be refused if the goods have defects that impair their agreed use significantly or justify rescission, or if the documents referring to the goods that are to be submitted by this time have not been handed over (e.g. operating instructions, plans, drawings) to the customer.

7. Reservation of title

- 7.1. The goods remain the sole property of Softsolution (reserved goods) until all claims of Softsolution against the Customer resulting from the respective order have been met, in particular until all payments have been effected (invoiced amounts, interests, costs, reminder fees, and similar costs); this provision shall also apply if individual parts/components have already been paid. As long as the goods are reserved goods, the Customer shall only be entitled to resell, process, edit or combine the goods if Softsolution grants its written approval, with the exception of cases where the goods are explicitly intended for resale, editing, processing or combination.
- 7.2. Pledging, assignment as collateral, renting or other transfer of the reserved goods without the proven written approval of Softsolution shall be prohibited.
- 7.3. If the Customer is in arrears in part or in full with his payment obligation, Softsolution may demand immediate payment and is entitled to take immediate possession of all reserved goods under exclusion of any retention rights.

8. Warranty

- 8.1. Unless explicitly otherwise agreed in writing, the statutory warranty provisions shall apply.
- 8.2. If the Customer meets the agreed payment conditions, Softsolution shall be obligated to repair any defect existing at the time of hand-over that – subject to the respective state of technology – is due to an error in design, material or workmanship and impairs functionality subject to the provisions below.
- 8.3. Warranted properties within the meaning of Section 922 par. 1 Austrian Civil Code are only those properties that are explicitly marked or promised by Softsolution. This means that no warranty claims can be derived from product descriptions of Softsolution (or a third party manufacturer), including but not limited to statements made in catalogues, leaflets, brochures, advertising publications, written and/or oral statements etc. that are not explicit constituent part of the contract; the same applies mutatis mutandis for recommendations of goods.
- 8.4. The warranty period is twelve months unless other warranty periods have been explicitly agreed in writing on an individual basis for goods or components. The warranty period begins at the time of transfer of risk and/or – if the Customer is in delay with acceptance – when Softsolution notifies the Customer that the goods are ready; the same applies to partial delivery.

In the event Softsolution rejects the notice of defect in writing, claims are to be made in court within six months; otherwise any warranty claims will be forfeited.

- 8.5. Any warranty claim shall be conditional on a written notification of defects made by the Customer, indicating the type and scope of the defect; such notification is to be made without delay, but in any case within eight days in writing providing substantiation for the defect (notice of defect). The Customer shall include all data and documents available to him with the notice of defect. Failure to submit a notice of defect or to submit it in due time means that the service has been provided as specified in the contract. In this case the Customer forfeits any claims, especially claims under the title of warranty and damage compensation.

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Hidden defects may only be claimed within an appropriate period of time that shall depend mainly on the type of service; Softsolution shall be notified of hidden defects in writing immediately after they have been discovered, but not later than seven business days.

- 8.6. The Customer is to prove that the defect existed at the time of delivery. Sections §§ 924, 933b General Civil Code are excluded.
- 8.7. Subject to mandatory legal provisions, Softsolution reserves the right to fulfil the warranty claim following timely and justified notice of defect at its discretion by improvement, exchange or reduction of price. The Customer shall grant sufficient time and opportunities for improvement or replacement and shall be obligated to contribute to the improvement and/or replacement, to the extent this is feasible and reasonable for him, in particular by making the necessary helpers, hoisting equipment, scaffoldings, incidentals etc. available. If the Customer refuses to provide support or unduly restricts his support, Softsolution shall be exempted from warranty and/or removal of defects. The Customer shall grant access to all areas of its operations to Softsolution as required to improve/replace the goods.

Softsolution may repair defects at its discretion either at the site where the goods are located or any other suitable place, including third party premises. Softsolution may avail itself of appropriately authorized third parties in the improvement and/or replacement. The Customer is obligated to make remote improvement and/or replacement possible for Softsolution (remote access) if the Customer has the necessary technical infrastructure. The Customer is also obligated to permit the installation of hardware and software at the expense of Softsolution that will consequently enable remote maintenance.

- 8.8. All ancillary costs incurred in connection with the repair of defects, such as costs of fitting and dismantling, transportation, postage, disposal, packaging, travel and transit time, shall be at the expense of the Customer.
- 8.9. If an examination of a notice of defect shows that the defect is not a warranty case, Softsolution shall be entitled to claim compensation for all expenses at the applicable prices of Softsolution.
- 8.10. The provisions of this item 8 apply accordingly to the liability for defects based on other legal grounds.

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| 9. Compensation • Other liability • Prohibition to intervene in security systems |
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- 9.1. Subject to the other provisions of these General Terms and Conditions, Softsolution shall only be liable for damage caused in the course of fulfilling the contract outside the mandatory application of the product liability law in cases where intent or gross negligence on the part of Softsolution or its vicarious agents can be proven. Softsolution's liability for slight negligence is excluded. Furthermore, the liability shall in any case be limited to the net order value.
- 9.2. In all cases of Softsolution's liability (also under the other provisions of these General Terms and Conditions), the Customer must prove the liability-causing fault of Softsolution. Applicability of Sec. 1298 sentence 2 General Civil Code is explicitly excluded.
- 9.3. No limitations and restrictions of obligations resulting for the Customer from the Product Liability Act and no limitations of compensation claims of Softsolution under this Act or other provisions are accepted.
- 9.4. Failure to meet conditions for installation, assembly, start-up and use (such as conditions specified in operating instructions and similar documents) or conditions required by official authorities shall entail exclusion of damage compensation and liability to the permitted extent. If goods (especially machinery) or components are manufactured to the Customer's specifications, the Customer shall be liable towards Softsolution for the correctness of design and any damage as well as any consequences under patent law.
- 9.5. The Customer shall impose the full limitations of liability of items 9.1. and 9.2. on any buyers who shall undertake to do likewise with their buyers.
- 9.6. Damage claims shall lapse within one year from taking notice of the damage and damaging party.
- 9.7. Other compensation claims of the Customer on any legal grounds whatsoever are excluded, with the exception of gross negligence on the part of Softsolution.

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- 9.8. The Customer must not make any security-relevant changes of the goods and/or manipulate their security systems without having obtained written approval of the Security department of Softsolution and, if applicable, having complied with Softsolution's instructions. The Customer shall indemnify and hold harmless Softsolution from any violation of this obligation.

10. (Other) withdrawal from the contract

- 10.1. In order for the Customer to be entitled to withdraw from the contract – subject to a separate explicit written provision – Softsolution must be in grossly negligent default with delivery and must have left unused a respite granted to it under threat of withdrawal, with the period of grace being of four weeks minimum. Withdrawal shall be asserted by registered letter.
- 10.2. Softsolution shall be entitled to withdraw from the contract by setting a period of grace of 14 days in the event of default of acceptance or other important reasons, such as default of payment, without prejudice to other provisions of these General Terms and Conditions and without prejudice to its more extensive statutory rights. Withdrawal shall become legally effective through an unilateral declaration of Softsolution. Softsolution explicitly reserves the right to assert any additional legal claims in each case, in particular claims for damages for non-performance.
- 10.3. Notwithstanding Softsolution's damage claims, any services or partial services already provided are to be settled and paid according to contract in the event of a withdrawal. This shall also apply if the delivery or service has not been taken over by the Customer yet, and to any preparations made by Softsolution.
- 10.4. Softsolution may withdraw from the contract also with regard to an outstanding part of a service provided or to be provided by it – also pursuant to other provisions of these General Terms and Conditions; the assessment as to whether a service can be divided shall be at the discretion of Softsolution.

11. Industrial property rights, copyright, rights to the subject of the contract

- 11.1. Any software is subject to a separate license agreement with Softsolution about its use by the Customer or to the respective license provisions of the manufacturer. The Customer agrees to comply with these license conditions and shall commit his buyers accordingly. He shall report any violation of contract committed by a buyer to Softsolution without delay.
- If the content of a license agreement between the Customer and Softsolution conflicts with the provisions of item 11 of these General Terms and Conditions, the license agreement shall prevail in the conflicting item.
- 11.2. If Softsolution produces goods on the basis of design specifications, drawings, models or other specifications of the Customer, the Customer shall indemnify and hold Softsolution harmless in the event of any violation of property rights. Any costs of legal proceedings shall be paid by the Customer in advance.
- 11.3. Design documents, e.g. plans, sketches and other technical documents, as well as samples, catalogues, leaflets, brochures, pictures and similar material shall remain the intellectual property of Softsolution (or any other author) and are subject to the relevant legal provisions in terms of duplication, reproduction, imitation, competition, etc. Any plans, sketches and other technical documents provided to the Customer shall remain the property of the author and are to be returned if requested. They must not be passed on to third parties.
- 11.4. Any tangible and intangible rights in the goods (hardware, software, documents, proposals, test programs, etc.), in particular the intellectual property right, the comprehensive copyright with all authorizations as to all programs, documents and information provided in the framework of contract initiation and fulfilment including warranty, support and maintenance shall at all times remain the exclusive property of Softsolution. No usufructuary right is granted to the Customer. This shall also apply if these objects have been created on the basis of instructions and/or with the collaboration of the Customer and irrespective of whether a contract is concluded between Softsolution and the Customer or not. The Customer shall therefore have only the non-exclusive rights in these items that are stated in these General Terms and Conditions.
- 11.5. It is expressly prohibited to copy, duplicate, reverse engineer, make accessible or share the goods for the purpose of use by non-licensed or unauthorized users without the explicit prior approval of Softsolution. The Customer shall not be entitled to change or copy software, to adjust it for use on incompatible hardware, or edit it in any other way.

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- 11.6. Softsolution does not assume any liability for the fact that the goods do not violate any industrial property rights or (copy)rights of third parties. The Customer shall notify Softsolution immediately of any claims made against him on these grounds. If the rights of the Customer conflict with third party rights, the Customer may withdraw from the contract upon giving advance notice of termination, unless Softsolution arranges a legally unobjectionable option of use for the Customer within a reasonable period of time.

12. Copy protection (Dongle)

- 12.1. Softsolution uses a USB copy protection device (dongle) as a hardware-based copy protection system, among other matters, to protect the Software from unauthorized reproduction.
- 12.2. The Customer shall use the dongle only as designated and only to the extent necessary to exercise its rights under a separate license agreement with Softsolution and/or fulfil any provisions of such an agreement.
- 12.3. If the dongle becomes nonoperational through no fault of the Customer, the Customer will receive a free replacement dongle from Softsolution in exchange for the broken one that has to be returned to Softsolution or third parties named by it. If the dongle is lost and/or stolen, Softsolution shall only replace it against payment of the applicable price and/or applicable license fee.

13. Repair • Assembly/Installation • Training

- 13.1. Repair orders are considered placed in the extent required to remove the defect, even if the necessity of individual tasks or required exchange of components becomes only apparent during performance of the repair.
- 13.2. Preparatory work of the Customer, such as supplying electrical power, (compressed, cooling, heating) air, connection to a network or other IT infrastructure, that is necessary for the assembly/installation of the goods to be supplied by Softsolution, shall be performed by the Customer in compliance with Softsolution's specifications and in coordination with Softsolution according to the state of engineering and applicable legislation.
- 13.3. The Customer shall make available free of charge the necessary helpers, hoisting equipment, scaffoldings, incidentals etc. that are needed for assembly/installation and training to be performed by Softsolution; the Customer shall make the necessary areas of his premises accessible and assign the required staff members; failure to do so is a violation of the Customer's acceptance obligation.

14. Export and import permits

- 14.1. Goods supplied by Softsolution are intended to be used and to remain in the country of destination agreed with the Customer. (Re) export of goods – individually or integrated in a system – shall be subject to a permit to be obtained by the Customer and in general to the Rules of Foreign Trade of the Republic of Austria or any other country of destination agreed with the Customer. The Customer shall inform himself about these regulations. Irrespective of whether the Customer states the final destination of the goods, it shall be his responsibility to obtain any necessary permit of the foreign trade authorities in charge before exporting such goods. The Customer shall be obligated to obtain any export, customs clearance and other permits at his own cost and keep them valid for the necessary period of time. Softsolution does not warrant or guarantee that it is legally admissible to export the goods. The Customer shall return the originals of all export and customs documents and similar documents to Softsolution, otherwise he shall pay any VAT due.
- 14.2. Any further delivery of contractual products by customers to third parties – with or without knowledge of Softsolution – is subject to simultaneous transmission of the export license conditions. The Customer is liable vis-à-vis Softsolution for proper compliance with these conditions.

15. EU Import sales tax

- 15.1. If the registered place of business of the Customer is outside Austria, the Customer shall observe the import sales tax provisions of the European Union. This includes notifying Softsolution of his VAT ID number without the need for a special request to do so. The Customer is obligated to provide upon request any officially necessary information with regard to his capacity as an entrepreneur, the use and transportation of the goods supplied and the statistical reporting duty to Softsolution.

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- 15.2. The Customer shall reimburse any expense incurred by Softsolution due to faulty and/or inadequate information of the Customer about the import sales tax, but in any case pay at least an administrative fee of USD 40 per case irrespective of the damage.
- 15.3. Any liability of Softsolution arising from the consequences of the Customer's information about import sales tax or the relevant data is excluded unless in cases of intent or gross negligence of Softsolution.

16. Applicable law / Language of the contract

- 16.1. All legal transactions, in particular those subject to the separate supply agreement and these General Terms and Conditions, are subject to Austrian material law, under exclusion of its conflict of law rules, and in particular the conflict of law rules of international law if they refer to the applicability of foreign law. If Austrian law provides for application of special international substantive rules applicable also in Austria for cases where foreign countries are involved in a transaction – such as the UN Convention on contracts for the International Sale of Goods – these shall not apply.
- 16.2. If the Customer's registered place of business is in Austria, Germany or Switzerland, the language of contract shall be German; this includes all written and oral correspondence before and after the conclusion of the contract. Otherwise the contract language shall be English.

17. Place of fulfilment • Legal venue

- 17.1. The place of fulfilment for supplies by Softsolution is defined in item 6.2.; furthermore the place of fulfilment – in particular for payments – shall be the registered place of business of Softsolution, even in cases where hand-over is agreed for another place.
- 17.2. The competent court of Linz an der Donau shall be the legal venue for all and any legal disputes resulting from or in connection with the legal transaction – also in matters relating to bills of exchange or cheques. Softsolution shall, however, be entitled to sue the Customer at its discretion at any other court that may have jurisdiction under national or international law, in particular at the court with jurisdiction at the place of business of the Customer.
- 17.3. The rules specified in the provision above shall also apply if disputes concerning the formation and/or validity of the contract and/or the validity of the legal venue agreement arise.

18. Confidentiality • Data

- 18.1. The Customer agrees to keep strictly confidential all business and trade secrets of Softsolution that he learns by any means whatsoever or obtains in any form as well as all information concerning the subject of the agreement, regardless of its type and content, in particular with regard to source code and development documentation, as well as the content of the agreement concluded with the Customer. The Customer agrees to bind all his employees explicitly by the same obligation and to take and maintain appropriate measures to ensure compliance.
- 18.2. The Customer agrees that Softsolution may save and process the personal data included in the agreement by EDP means in fulfilling this contract.

19. Miscellaneous

- 19.1. If any of the provisions of this General Terms and Conditions is or becomes ineffective in whole or in part, the validity of the other provisions of these General Terms and Conditions shall not be affected. The ineffective provision is to be replaced by an effective one that comes closest to the content and intent of the ineffective provision.
- 19.2. The headings in these General Terms and Conditions are provided for better clarity only and must not be used to interpret the provisions.
- 19.3. No development of business between Softsolution and the Customer and no delay in or waiver to the

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execution of a right, remedy or relief granted to Softsolution under these General Terms and Conditions shall be deemed as a waiver of these rights. Any right, remedy and relief granted to Softsolution is of cumulating nature and exists in addition to any other rights, remedies and redress under law.

- 19.4. Changes, amendments and additions to these General Terms and Conditions require the written form to be effective; the same applies for a waiver of the written form requirement.