

General Terms and Conditions for the Provision of Abtec Global Cloud Services

1. General Agreement

1.1 The Customer appoints Abtec Network Systems Ltd (hereinafter referred to as Abtec) to provide Abtec Global Cloud Services (hereinafter referred to as Cloud Services) on the basis of the agreement for the provision of Cloud Services and the valid service descriptions. This agreement is a framework agreement which entitles the Customer to call off the services described in the service description by sending individual call-off orders to Abtec. The Cloud Services described in the valid service description and specified by individual call-off orders are hereinafter also referred to as the "Abtec Cloud Service".

2. Cooperation of parties/Authorised Orderers/Users

2.1 The cooperation of the parties within the scope of this agreement, in particular regarding authorised orderers (hereinafter referred to as Authorised Orderer), users (hereinafter referred to as User) and relevant processors is set out in the applicable valid service description.

3. Scope of Cloud Services

3.1 Abtec makes the Abtec Cloud Services available for use by the Customer via remote data links - in particular the internet or leased lines - for the period of time specified by the individual call-off order. The other details relating to the scope of service are stated in the valid service description in conjunction with the respective individual call-off order.

3.2 Abtec provides the Abtec Cloud Services with the availabilities defined in the valid service description and specified by the individual call-off order. Times during which the Abtec Cloud Services are not available due to maintenance operations (times of scheduled non-availability) are also stated in the service description. There is no right to the use of the Abtec Cloud Services during times of scheduled non-availability. The use of the Abtec Cloud Services during known maintenance operations and times is therefore not possible. The service levels are suspended in times of scheduled non-availability.

3.3 The Abtec Cloud Services are made available to the Customer via remote data links. This remote data link will either be provided by the Customer on its own responsibility or by Abtec.

3.4 The use of any software supplied within the scope of the Abtec Cloud Services is subject to the applicable license terms of the Authorised provider or manufacturer concerned.

3.5 Abtec expressly draws the Customer's attention to the fact that the Cloud Services are not suitable for the operation of high-availability solutions (deployment scenarios that require availability higher than the service levels defined in the service description). Consequently, the Customer shall not use the Cloud Services or cause them to be used by Users for such high-availability purposes, and is itself responsible for putting in place the additional technical and other conditions needed to support such high availabilities and operate them on its own responsibility. Abtec expressly declines any liability for damage suffered by the Customer or third parties from the Cloud Services

not meeting the requirements of high-availability solutions. The Cloud Services may not be used for the purpose of operating or controlling high-risk applications (e.g. atomic or military facilities).

4. Service fundamentals, changes

- 4.1 Abtec is entitled to itself select and change the technical resources used to provide the Abtec Cloud Services (hardware, software, etc.), unless a conflict of any justified interests of the Customer should arise. Abtec is also entitled to change any allocated IP addresses on reasonable notice to the Customer.
- 4.2 So far as is technically possible Abtec shall deploy the applications needed to provide the Cloud Services in the versions currently offered by the software manufacturer concerned, provided the version current at the time can be used with sufficient stability and that it is reasonable for the Customer to use it in accordance with the interests of Abtec. It is particularly reasonable for the Customer to accept the change when the application meets the service features listed in the service description. Unless otherwise stated in the valid service description. However, the Customer has no right to the use of a version other than that agreed in the valid service description.
- 4.3 In so far as Abtec provides services free-of-charge under this agreement, Abtec can discontinue or limit them at any time. Abtec is to notify the Customer about the discontinuance or limitation of such services accordingly, for example via e-mail.

5. Customer cooperation

- 5.1 The Customer is to provide suitable support for Abtec in the delivery of the respective Cloud Services. The Customer shall in particular provide in good time all the technical resources, documentation, information and data that are required to provide the Abtec Cloud Services. The Customer will grant Abtec or third parties commissioned by Abtec access to its premises insofar as this is required to deliver the respective Cloud Services (e.g. for the installation of routers, etc.). Specifically, the Customer shall provide the contributory services and resources listed in the valid service description.
- 5.2 The Customer irrevocably grants to Abtec the rights of use, processing and, in particular, of reproduction regarding its own software and data (as well as that transferred to Abtec by third parties) as needed to provide the commissioned services, as well as all other authorisations required to fulfil this agreement, for the period of the Abtec Cloud Services. Insofar as the Customer is not entitled to the required rights and powers, it shall have these granted to it for this purpose at its own expense by the relevant third party.
- 5.3 The Customer shall continuously monitor the services provided by Abtec and to advise Abtec of any deficiencies in writing without any delay. The Customer shall take precautions against a possible service interruption so as to minimize the effects of such on his business operations.
- 5.4 The Customer is obliged to use the respective Cloud Services only for the purposes defined. It shall when using the Abtec Cloud Services refrain from committing any breach of statutory regulations and any misuse. It shall in particular have a duty

- a) to observe all rules that apply to Internet usage, e.g. the ban on sending "spam" (unsolicited electronic bulk mailing) or "mail bombs" (large volumes of e-mail sent to the same address) or on penetrating third-party networks by circumventing their security measures, or manipulating their operation,
 - b) not to send any unsolicited Information, items or other services banned by law, e.g. unwanted and unsolicited advertising,
 - c) not to store or transmit on the storage media provided as part of the Abtec Cloud Services (hereinafter referred to as "Storage Media") any data that infringes statutes or third-party rights or that are immoral, or to make reference to such information; this includes for example information with content that is punishable or sexually offensive or harmful to minors without such information being adequately protected against coming to the attention of adolescents under the age of 18, or that is otherwise prohibited, in particular data containing child pornography or politically radical propaganda;
 - d) to comply with national and international copyright and trademark laws and other commercial proprietary rights and personal rights of third parties,
 - e) not to use the Abtec Cloud Services beyond the scope permitted under this agreement and the valid service description, or allow them to be used or accessed by third parties, and in particular not to reproduce, sell, lease or hire out licensed software. In the event of a culpable breach of this section 5.4.c the Customer shall pay damages in the amount of the payment that would have been due on conclusion of a contract. The Customer shall reserve the right not to establish proof of the damage or to establish proof of minor damage. Abtec can claim further-reaching damage. Section 6 remains unaffected.
- 5.5 If Abtec is not commissioned to handle data backups, the Customer must ensure that his data is backed up correctly and sufficiently so as to avoid any inadvertent data damage or loss of data.
- 5.6 The Customer has a duty to observe standard principles of data safety, e.g. to use state-of-the-art programs that protect against viruses and malware, to keep passwords and access data secret and not to disclose them to, and to protect them from unauthorised access by, third parties, and to ensure that they are changed where necessary, and to prevent the misuse of its own systems by third parties. The Customer shall notify Abtec without any delay should it have any indication that access data and/or passwords are known to unauthorised Third Parties. Should Abtec have grounds for assuming that persons are using the Abtec Cloud Services without permission, it shall be entitled to block the access data immediately against the provision of new access data.
- 5.7 The Customer is responsible to Abtec that the Authorised Orderers, Users and relevant processors also observe the regulations agreed with the Customer in this agreement regarding the use of Cloud Services.
- 5.8 If a service, for reasons that are the Customer's responsibility (hereinafter referred to as "Impediment"), cannot be carried out wholly or at best restricted, and in particular, because one or more cooperation obligations has not been fulfilled in due time, nor wholly or only in part or should the Customer have failed to meet an agreed date, the resulting service restrictions are not Abtec's responsibility. Agreed deadlines shall be extended by the length of the delay caused by the Impediment. The Customer shall compensate Abtec for the expense additionally incurred by the Impediment as proven via documentation.

6. Liability and indemnity obligation of the Customer, access disabled by Abtec

- 6.1 The Customer undertakes to indemnify Abtec in respect of all claims asserted against Abtec by the Customer or Authorised Orderer or User in connection with the use of the relevant Cloud Services, in particular arising out of possible breaches of third-party rights, here in particular a breach of the license terms of third-party software manufacturers (section 3.4), or of statutory requirements. The Customer is also obliged to pay for any other damage and costs that are incurred by Abtec in conjunction with the use of the respective Cloud Services, that is either illegal or violates the contract, by the Customer or Authorised Orderer or User, in particular those costs resulting from claims due to possible third-party violations. The indemnity obligation includes in particular the obligation to indemnify Abtec in respect of any necessary legal defence costs. The Customer shall notify Abtec without any delay should it become aware of an infringement of third-party rights or have evidence to support this.
- 6.2 Abtec is entitled to block access to the Abtec Cloud Services at any time if the Customer or an Authorised Orderer or a User is responsible for serious breaches of contract, in particular breaches of the duties set forth in sections 5.2 and 5.4 or if adequate suspicion thereof exists, and to delete all content/data relating to the said breach. Adequate suspicion of the breach exists for example when Abtec has received a warning from the alleged injured party or is otherwise threatened with an injunction because of the illegality of the stored content/data on the Storage Media (in particular), and the warning or the action for an injunction is not evidently unjustified. The Customer must first be heard if possible, or otherwise notified without delay. The block or deletion shall be confined to the possibly illegal content/data so far as this is technically possible and reasonable. If the Customer or the Authorised Orderer or the User persists in the breach in spite of a warning or if the breach is so serious that Abtec cannot be expected to continue the contract relationship, Abtec is entitled to the termination for cause and without prior notice, of only the Abtec Cloud Service or of this agreement as well. The Customer shall be obliged to continue to pay the remuneration for the duration of the block.

7. Prices, payment terms and conditions

- 7.1 The prices for the respective Cloud Services are stated in the valid order forms in the case of fixed price services or in price lists in the case of services that vary in price. In case of changes or further ordering of the Cloud Services the prices are shown in the price list effective at the time of the relevant order which are made available to the Customer via the Abtec sales representative. Prices are subject to the addition of the effective sales tax, as well as other taxes, levies and duties.
- 7.2 Abtec reserves the right to change the price lists at any time. The Customer shall be notified of these amendments by another electronic means. If the Customer fails to object to the altered price lists within four weeks of receiving notification of the amendment, these changes shall be deemed legally effective according to the announcement. If the Customer objects in due time, Abtec is entitled to terminate the Abtec Cloud Services for convenience at the next possible date. Abtec shall refer to this in the notification.
- 7.3 Payments are due and payable in full within 30 calendar days of date of invoice. The payment date shall be determined by the date of receipt of the remittance order by the bank shown in the invoice. Allowing the payment period to expire without making payment shall result in default.

- 7.4 As of default in payment Abtec is entitled to charge interest at the statutory interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and amendments thereto per month or part thereof on the unpaid sum for that period the sum remained properly due before and after any court judgement. This shall not affect the right of Abtec to assert claims for additional damage. If the Customer defaults on payment for more than two invoices issued by Abtec, Abtec shall be entitled to terminate the Abtec Cloud Services or even to terminate this agreement without notice. Should the Customer's financial circumstances deteriorate significantly after the conclusion of this agreement and jeopardize the payment claim, Abtec shall be entitled to declare any payment claims immediately due and/or to provide outstanding Cloud Services only against payment in advance or collateral.
- 7.5 The Customer is not authorised to offset Abtec invoices against outstanding credit notes. Section 16.2 is not affected by this.

8. Liability for deficiencies

- 8.1 If Abtec provides defective services, Abtec within a reasonable period of time and at its own discretion shall be obliged either to provide its services as defined in the contract or to perform the necessary improvement work. The obligation to remedy a deficiency is conditional upon the determination of the deficiencies reported by the Customer and their reproducibility. Abtec is entitled to at least two attempts at remediation. For the purpose of this agreement a service is defective only when it displays more than merely insignificant deviations from the agreements in the valid service description.
- 8.2 If the deficiency of the service is based on defective items (e.g. hardware devices) provided for the Customer to use by Abtec, Abtec shall at its discretion either remedy the defect, exchange the defective item for a defect-free item or offer another solution whose functionality corresponds as closely as possible to the originally agreed service.
- 8.3 If the deficiency of the service is based on the use of software which Abtec has acquired from third parties or has continuously licensed in order to fulfil this agreement, then the rights of the Customer with respect to the deficiency shall be limited to the rights of Abtec against the relative manufacturer, supplier or licensor. Abtec may opt to assert these rights itself or to assign them to the Customer.
- 8.4 If deficiencies occur in the products provided by the Customer, the elimination of such deficiencies is not an Abtec obligation. Abtec shall provide reasonable support in all efforts to eliminate the technical deficiencies. The support provided by Abtec shall be reimbursed to Abtec by the Customer according to the list prices valid at the time when Abtec is commissioned.
- 8.5 If, in the valid service description, the parties have agreed on flat-rate compensation for a defect in a service, then the amount agreed in the service description shall apply to the reduction, damages and reimbursement of costs arising from that defect.
- 8.6 If, in the valid service description, the parties have not agreed on flat-rate compensation for a defect in a service, then the following arrangement shall apply in the event of a breach of the service level availability defined in the valid service description. If the service level availability is not achieved, the agreed payment shall be reduced. The reduction in payment shall be applied in

increments of 1% for every 0.1 % shortfall in achieving the service level. The reduction shall not exceed 10% of the monthly payment. This flat-rate reduction amount shall be decreased if Abtec can show that the loss caused as a result of the contracted service not being fulfilled is less than the flat-rate amount calculated by the above clause. The reduction shall be set off against any claims for liability.

- 8.7 Information and descriptions etc. relating to Cloud Services are not promised features or quality guarantees, unless expressly designated as such.
- 8.8 Abtec is not responsible for deficiencies caused by force majeure according to section 9.1. Customer claims for price reductions, compensation or cost reimbursement due to deficiencies are excluded or limited as defined in section 9.

9. Other liability for Abtec, Act of God

- 9.1 Abtec shall not be liable for any restrictions to services or delays as a result in particular of force majeure or other circumstances beyond the control of Abtec, such as for example
 - a) mobilization, war, rioting or similar events such as strike, lock-out, natural disasters, fire, or
 - b) intervention by official authorities.
- 9.2 To the extent the data transfer is not performed by Abtec (e.g. if Customer orders telecommunications and the data transfer respectively itself), Abtec shall not be liable for any restrictions to services, delays or losses based on or accrued in connection with the data transfer.
- 9.3 If Abtec defaults in the provision of its services without there being an instance of non-availability pursuant to section 8.6 or if such a default and its consequences are otherwise dealt with in the valid service description and the Customer can show that it has incurred damages or expenses as a result, it may claim a flat rate in compensation. For every full week's delay the flat rate shall be 0.5% of the remuneration for the service affected by the default, up to a maximum of 5% of that remuneration.
- 9.4 Any further damage and cost compensation claims due to delay are also excluded after a period of time set for Abtec to provide the service. This shall not apply if liability is mandatory in instances of wilful misconduct or gross negligence. This shall not affect the partner's legal right to an extraordinary termination of the agreement.
- 9.5 Abtec shall be liable without limitation for any injury to persons (injury to life, body or health) for which it is responsible, and if it is responsible for property damage it shall reimburse the cost of repairing the property up to an amount of £250,000 per damaging event, but up to a maximum amount of £750,000 per calendar year.
- 9.6 Claims for defects, claims for damages or claims for the reimbursement of expenditure asserted by the Customer over and above those expressly stated in this agreement, whether on grounds of the agreement, infringement of a service level, unauthorised act or other legal grounds, and in particular claims for disruption of business, loss of profit, consequential damages or loss of information and data shall be excluded, unless liability is mandatory under the product liability law for example or in cases of wilful misconduct or gross negligence or the infringement of material contract obligations. However, claims for damages or reimbursement of costs due to an

infringement of important contractual obligations are limited to the foreseeable damages typical for such contracts, except in the case of wilful misconduct or gross negligence. An important contract obligation is one whose fulfilment is essential for the proper performance of the agreement and upon whose compliance the contract partner does and may regularly rely.

- 9.7 If data backup is expressly agreed as a service, liability for the loss of data is not excluded but is limited to the foreseeable cost of restoring the data that is typical for such contracts.
- 9.8 Claims and rights according to sections 8 and 9 expire 12 months after the start of the legal limitation period unless, for example liability is mandatory under product liability law or in cases of wilful misconduct, gross negligence or the infringement of important contractual obligations.
- 9.9 A change to the burden of proof to the disadvantage of the Customer is not associated with the foregoing regulations in sections 9.2 to 9.7
- 9.10 The exclusions from and limits of liability defined in section 9 shall also apply in favour of the Abtec employees, agents and other Third Parties commissioned by Abtec to fulfil the agreement.

10. Third-party Protection Rights

- 10.1 If a third party should assert claims against the Customer due to the violation of industrial property rights or copyrights in the UK (hereinafter referred to as "Protection Rights") by using the services provided by Abtec and if the use of the services in the UK is impaired or forbidden, Abtec is liable as follows until one year has expired after the start of the legal limitation period:
 - a) Abtec shall at its own discretion and expense either so modify or replace the services that they do not infringe the Protection Rights but still meet the agreed specifications in essence, or indemnify the Customer vis-a-vis the third party in respect of license fees for the use of the services. If this is not possible for Abtec on reasonable terms and conditions, Abtec shall withdraw the services and refund the remuneration paid. Abtec may demand reasonable compensation from the Customer for the use of the services.
- 10.2 Conditions for the liability of Abtec according to section 10.1 are: the Customer notifies Abtec in writing without delay of any third-party claims for an infringement of Protection Rights, the claimed infringement is not acknowledged, and conducting any dispute including any out-of-court settlements is only in consultation with Abtec. Should the Customer cease to use the services for damage reduction reasons or any other important reasons, the Customer is obliged to notify the third party that such cessation of usage does not assume recognition that Protection Rights have been infringed.
- 10.3 If the Customer itself is responsible for the violation of Protection Rights, claims against Abtec according to section 10.1 are excluded. This also applies insofar as the infringement of Protection Rights is due to special instructions from the Customer, is caused by usage which Abtec cannot foresee or caused by the services being used, having been modified by the Customer, or used together with services not provided by Abtec. Further-reaching claims on the part of the Customer due to an infringement of third-party Protection Rights are excluded. However, the right of the Customer to extraordinary termination and the regulations defined in sections 9.4 to 9.8 remain unaffected.

11. Confidentiality

- 11.1 The contract parties are to use all the documents, information and data they receive to fulfil this agreement, which is denoted as confidential, solely for the purpose of fulfilling this agreement. The parties shall also treat the documents, information and data in a confidential manner regarding third parties that are not directly involved in fulfilling the agreement, unless the above
- a) is generally known when received by the contract partner, or
 - b) is disclosed to the recipient by a third party without breaching confidentiality obligations, or
 - c) were known to the recipient before receipt or have been developed independently by the contract partner, or
 - d) must be disclosed by virtue of a final or legally determined official or judicial decision.
- 11.2 The burden of proof for an exception shall be borne by the respective contract partner concerned. Where the parties inform third parties of the existence of the agreement and/or wish to use their business relationship as a reference, they shall first obtain the consent of the other contract partner as regards scope and content. This duty of confidentiality shall continue to apply for three years from the cessation of the agreement.
- 11.3 Third parties in the sense of section 11.1 of this agreement are not (i) any company or other form of business organisation, whether a separate legal entity or not, which is or becomes owned or controlled directly or indirectly by a Abtec as to more than fifty (50) per cent of such company's issued equity share capital, voting rights and/or the like, (ii) any company or other form of business organisation, whether a separate legal entity or not, which owns or controls, directly or indirectly, more than fifty (50) per cent of Abtec's issued equity share capital, voting rights and/or the like, and (iii) Abtec Network Systems Ltd and any company or other form of business organisation, whether a separate legal entity or not, which is or becomes owned or controlled directly or indirectly by Abtec Network Systems Ltd.
- 11.4 In maintaining confidentiality the parties shall exercise the same degree of care as they do in respect of their own confidential documents, information and data of similar importance.
- 11.5 Saving provisions to the contrary in this agreement, all rights regarding confidential documents, information and data shall remain with the respective contract partner providing information.

12. Data protection and data security

- 12.1 The contracting parties shall observe the statutory regulations for the protection of personal data. All employees of Abtec engaged in data processing have given a written undertaking to maintain secrecy in accordance with the General Data Protection Regulation (Regulation (EU 2016/679)). The Customer shall assure that all legally required prerequisites (e.g. obtaining declarations of consent) have been established and can prove this to Abtec at the latter's request so that Abtec can provide the agreed services without violating any such rights; in particular the Customer consents that Abtec is Authorised to process (forward) and use the Customer's name and address to Abtec's software suppliers in order to fulfil reporting obligations for such software suppliers.
- 12.2 Abtec shall put in place the technical and organisational measures to protect personal data as defined by the Data Protection Act 1998. The Customer instructs Abtec to process the data according to the valid service description. Should the Abtec Cloud Services involve order data

processing, the Customer shall establish in good time the contract provisions required for data protection and issue Abtec with written instructions. The Customer is responsible for complying with the Data Protection Act 1998. Abtec disclaims liability to the Customer for data protection violations where the violation is based on a Customer's contract provision and/or Customer instruction. The measures put in place to protect personal data may be adapted by Abtec in line with further technical and organisational development within Abtec. The Customer shall consent to these changed measures provided they do not put the Customer at an unfair disadvantage and that they comply with the Data Protection Act 1998. In the event of amendments to statutory data protection requirements or any instructions being issued or amended by the Customer after the contract has been signed, Abtec shall make necessary changes to the services and the Customer shall reimburse Abtec with the costs incurred as a result. As far as possible, the parties shall agree the nature and extent of the changes and the change in remuneration in good time.

- 12.3 If personal data is gathered, processed or used by the Customer or by Abtec, then the Customer ensures that he is entitled to do so under the applicable provisions, in particular data protection provisions, and that the corresponding authorization exists for such a purpose and shall indemnify Abtec in respect of third-party claims in the event of an infringement.
- 12.4 The Customer is responsible for complying with data archive and deletion obligations, e.g. of a commercial or fiscal nature. The Customer shall instruct Abtec to delete or disable data as required. Insofar as Abtec has a contractual duty to provide data backup for the purpose of restoring data in case of data loss, these duties shall be unaffected.
- 12.5 Abtec may issue subcontracting work to third parties but must impose the obligations arising from sections 12.1 and 12.2 accordingly on the subcontractors concerned. Any third company named before the conclusion of this agreement and (i) any company or other form of business organisation, whether a separate legal entity or not, which is or becomes owned or controlled directly or indirectly by a Abtec as to more than fifty (50) per cent of such company's issued equity share capital, voting rights and/or the like, (ii) any company or other form of business organisation, whether a separate legal entity or not, which owns or controls, directly or indirectly, more than fifty (50) per cent of Abtec's issued equity share capital, voting rights and/or the like, and (iii) Abtec Network Systems Ltd and any company or other form of business organisation, whether a separate legal entity or not, which is or becomes owned or controlled directly or indirectly by Abtec Network Systems Ltd as to more than fifty (50) per cent of such company's issued equity share capital, voting rights and/or the like, are not third parties within the scope of this section 12. The Customer consents to the forwarding of such personal data to these companies.
- 12.6 Abtec will use suitable technical solutions (e.g. firewalls) to guarantee data security, in particular, to protect against unauthorised access to Customer data insofar as possible based on appropriate economical and technical expenditure. Total protection is not possible however. Abtec is entitled to delete data material that bears harmful code if the threat cannot be effectively removed by other means. Abtec shall notify the Customer of this accordingly. To the extent the technical solution, particularly e.g. firewalls etc., is not performed by Abtec but configured by the Customer, Abtec shall not be liable for any restrictions to services, delays or losses based on or accrued in connection with the configuration made by the Customer.

12.7 Abtec shall pass complaints and requests by affected parties for information, amendment, deletion and disabling to the Customer and shall advise the parties thereby affected pursuant to the Data Protection Act 1998.

13. Duration of the agreement and the respective Cloud Services/termination

13.1 This agreement becomes effective with the signatures of the customer on the order form. It shall run for an indefinite term with a minimum term identified on the order form and may be terminated subject to the giving of 90 days. Upon termination of this agreement, any Abtec Cloud Services that are ongoing at the time of termination shall also be deemed terminated at the nearest possible date.

13.2 Abtec Cloud Services that are still ongoing when this agreement ceases shall be governed by the provisions of this agreement up to the end of the term of the Abtec Cloud Services.

13.3 Unless otherwise agreed in the valid service description, the Abtec Cloud Services run for an indefinite term and may be terminated at any time, but not before the end of the minimum contract term as stated in the service description concerned.

13.4 The right to extraordinary termination of the agreement or only the Abtec Cloud Services remains unaffected. A compelling reason is deemed to exist for Abtec in particular if

- a) the Customer defaults on the payment of the charge or a not insignificant portion of the charge for two successive deadlines, defaults on the payment of the charge in an amount equivalent to the charge for two months over a period covering more than two payment deadlines, or suspends its payments, or
- b) the Customer is at fault in a continually major violation of the agreement despite a warning to that effect, in particular, violating sections 3.4 and 5, or c.
- c) special circumstances exist whereby Abtec cannot be expected to continue the contractual relationship, taking the interests of both parties into account, or
- d) the Customer's financial circumstances deteriorate significantly.

13.5 Notices on termination of this agreement shall be made in writing. Notices on the termination of individual Cloud Services shall be made by electronic means, via email.

14. Rights and obligations when ending the contract or respective Cloud Services Service

14.1 Hardware and software components provided by Abtec for the delivery of the services must be returned at the cessation of the agreement.

14.2 When the respective Cloud Service ends, so does the Customer's allowed rights to use the respective Cloud Services.

14.3 The Customer is obliged to back up the data and contents that are stored on Abtec's systems to its own data media by no later than the cessation of the Abtec Cloud Service. In the event that Abtec terminates the Cloud Services for cause, Abtec shall allow the Customer to backup the data by downloading for a reasonable period of time beyond the termination. Upon the cessation of the agreement the corresponding virtual servers, allocated memory space and User drives will be

automatically erased after 14 days, including any existing backup data, unless otherwise defined in the service description.

- 14.4 At the request of the Customer, Abtec shall provide the services necessary for the reverse transfer at the valid Abtec prices at the time when this agreement or the Abtec Cloud Services cease, and provided the Customer is not in payment arrears. Any necessary data media material is also payable at the applicable prices.

15. Export, Re-Export

- 15.1 The export or re-export including immaterial transfer of goods as well as the technical support in conjunction with this agreement may be subject to approval obligations, e.g. by reason of their nature or intended purpose. It is the sole responsibility of the respective contractual partner to obtain such approvals who is obliged to do so according to the valid export control regulations of the UK, the European Union (EU), the United States of America (USA) or any other affected country. The parties agree to cooperate in providing information as necessary to obtain any required licenses and approvals on request.
- 15.2 Exports, re-exports and the providing of services in conjunction with this agreement may not be carried out if there are reasons for suspecting that they may be used in connection with chemical, biological or nuclear weapons or for missile technology to be used for such weapons.
- 15.3 The contract parties shall comply with the corresponding sanction lists issued by the European Union, the British Government, US export authorities or any other relevant country, e.g. European Sanctions List, Denied Persons List as well as any other valid advisory notices from the appropriate authorities as amended from time to time.
- 15.4 Abtec shall not be obliged to supply products or perform other contractual obligations if such supply or performance would violate export control regulations of the UK, the European Union, the United States or other countries.
- 15.5 Activities in conjunction with the fulfilment of the contractual obligations are not permitted in any form for countries and persons belonging to Country Group E according to US Export Administration Regulations (e.g. Iran, Syria, North Korea, Sudan, Cuba).
- 15.6 Abtec Cloud Services are operated by and are the responsibility of Abtec and/or its subcontractors. The Cloud Services satisfy the requirements of the particular country where Abtec and/or its subcontractors are domiciled. Abtec can accept no responsibility for the fact that Cloud Services may also be used, accessed or downloaded at locations outside the country concerned. If Users at locations outside the country concerned access the Cloud Services, they themselves bear sole responsibility for compliance with the regulations that apply under the laws of the particular country. Access to Cloud Services from countries in which such access is illegal is not permitted.

16. Transfer, offset, right of retention

- 16.1 Abtec may assign claims arising out of this agreement to third parties at any time. Abtec may also assign rights and duties arising out of this agreement to a third party provided the Customer does not object in writing within four weeks of receiving notification to this effect. Abtec shall refer to this in the notice of variation.

16.2 The Customer may only set off claims or exercise a right of retention with counterclaims that have been established at law or that are not contested by Abtec.

17. Communications, supplementary agreements, governing law, place of jurisdiction, severability

17.1 Communications by Abtec to the Customer shall have legal effect when sent to the Customer, regardless if sent via e-mail or fax to the number or address of the Customer last provided to Abtec. Customer shall inform Abtec immediately of any changes in Customer data.

17.2 Understandings, amendments and additions to this agreement must be made in writing. If Abtec is unable to transmit a document to the Customer in writing because of the latter's failure to comply with section 17.1, Abtec shall also be entitled to transmit the declarations referred to in sentence 1 by fax or e-mail.

17.3 The contractual relationship between the parties is subject to UK legislation. The provisions of the United Nations Convention on contracts for the international sale of goods of 11.4.1980 (CISG) shall not apply.

17.4 Should any provision of this agreement be wholly or partially invalid, this shall not affect the validity of the other provisions unless adherence to the agreement would result in unreasonable hardship even when taking the other statutory requirements into consideration.

18. Changes to these general terms and conditions

18.1 Abtec is only bound to any Customer contradictory or business terms and conditions insofar as these conditions are aligned with these general conditions for the delivery of Cloud Services or Abtec has agreed to such in writing.

18.2 Abtec shall be entitled to amend or supplement these general terms and conditions at any time. The Customer shall be notified of these amendments or additions in writing, by e-mail, or, if the Customer has provided Abtec with fax details, by fax or in another appropriate form and with a reasonable period of advance notice.

18.3 If the Customer fails to object to the altered conditions within four weeks of receiving the amendment or addition, these changes shall be deemed legally effective according to the announcement. If the Customer does object in due time, Abtec shall be entitled to duly terminate the contract at the earliest possible opportunity. Abtec shall refer to this in the notice of variation. If the amendment or addition is unavoidable for Abtec due to mandatory legal reasons, the announcement obligation no longer applies, and the Customer's right of objection and any compensation claims arising for this reason no longer apply either.

Abtec Global Cloud Services - Service Description

Customer:

Customer Address:

Service Description:

Contract Start Date:

Minimum Term:

Availability SLA: 99.9% measured in each calendar month for systems running on Abtec's IaaS platform. Response to a disaster within 4 hours with target restoration of service within 12 hours.

Support Hours:

Authorised Orderers:

Termination Notice: 90 days

Contract Charges: