General Terms and Conditions.

Smart Customer Master Data Management - UNISERV Provided Infrastructure ("UPI")

of Uniserv GmbH, Rastatter Str. 13, 75179 Pforzheim, Germany

Version: July 2023

1. Scope and applicability of the agreement

1.1. These General Terms and Conditions ("GTC") of UNISERV GmbH ("UNISERV") as well as the Exhibit 1 "Service Level Agreement" and the Exhibit 2 "Data Protection Provisions" attached hereto, describe the terms and conditions exclusively applicable to the UNISERV solution *Smart Customer Master Data Management* ("Smart Customer MDM") between UNISERV and another business person or public-law juristic person or special fund ("Customer"). The Smart Customer MDM includes (i) the temporary license to use the UNISERV software solution Customer Data Hub Solution, as well as (ii) the Customer Data Hub Managed Service provided on the basis of a service level agreement to the Customer.

1.2. Customer Data Hub Solution ("CDH Solution") means any and all (i) UNISERV Customer Data Hub ("CDH") standard software, (ii) new versions (especially without being limited to releases, updates, patches, corrections) thereof and (iii) complete or partial copies of any of the foregoing. UNISERV provides the technical IT infrastructure to run the CDH Solution (UNISERV provided infrastructure = UPI).

1.3. API means application programming interfaces, as well as other UNISERV code that allow other software products to communicate with or call on the UNISERV CDH Solution.

1.4. Instance means a physical installation of the CDH which includes a logic instance with the specific configuration and data.

1.5. Affiliate means any legal entity that is affiliated with another company within the meaning of the German Stock Corporation Act (AktG), section 15.

1.6. Except as otherwise agreed, for any contractual relationship on the UNISERV product Smart Customer MDM only these GTC in the version valid at the time the contract is concluded apply. They apply to pre-contractual relations accordingly. The following terms and conditions of these GTC relative to the UNISERV CDH Solution apply to UNISERV provided third party software accordingly, except as otherwise stated in these GTC or the UNISERV Offer herein.

1.7. Smart Customer MDM Agreement is defined as the terms and conditions of these GTC agreed between UNISERV and the Customer by Customer´s and UNISERV´s signature on the written UNISERV offer ("UNISERV Offer"), or by Customer´s purchase order in writing and UNISERV written acceptance hereto ("UNISERV Acceptance"). Any attachments, exhibits or amendments are only agreed between the parties and part of the Smart Customer MDM agreement, if these terms and conditions were referred to explicitly in these GTC, the UNISERV Offer or Customer purchase order and UNISERV Acceptance hereto.

2. CDH Solution delivery

2.1. UNISERV will deliver the CDH Solution in accordance with the product description in the UNISERV Offer, latest one month after the last date of signature of Smart Customer MDM Agreement in the version current on the delivery date.

2.2. The product description conclusively defines the functional qualities of the CDH Solution. UNISERV does not owe any duty with regard to any further quality. In particular, Customer can imply no such duty from any other published UNISERV description or advertisement for UNISERV´s CDH Solution except to the extent UNISERV has expressly confirmed that other quality in writing. Guarantees are effective only if expressly confirmed in writing by UNISERV's management.

2.3. UNISERV will deliver the CDH Solution, by granting access to the obligatory CDH Solution test Instance to Customer ("Electronic Delivery"). For the purpose of ascertaining whether delivery is timely, an Electronic Delivery is deemed effected at the time UNISERV makes the CDH Solution access available for the Customer and informs Customer accordingly

2.4. The delivery of the CDH Solution source code is not a scope of the Smart Customer MDM agreement.

3. Initial configuration and installation of the CDH Solution

3.1. The initial configuration and installation of the CDH Solution for the Customer on the UNISERV provided infrastructure is provided by UNISERV on the basis of a time and material service agreement to the conditions agreed herewith ("CDH Onboarding").

3.2. Even where contract services are provided at Customer's facility, UNISERV has sole managerial authority over its consultants. The consultants do not become integrated into Customer's workforce. Customer can issue instructions only to UNISERV's project coordinator, and not directly to individual UNISERV consultants.

3.3. Customer bears the risk of ordered services meeting Customer's wishes and needs. If in doubt, Customer should obtain advice from employees of UNISERV or third-party experts in good time.

4. License grant CDH Solution

4.1. As between Customer and UNISERV, all rights in the CDH Solution – especially without being limited to all copyright and other IP Rights – shall be the sole and exclusive property of UNISERV or their licensors, including without limitation CDH Solution software created to address a requirement of or in collaboration with Customer. Customer's only rights in respect of the CDH Solution are the following nonexclusive rights. Sentences 1 and 2 apply likewise to all other UNISERV software, goods, works (e.g. in the course of CHD Onboarding) and information provided to Customer pre-contractually or in performance of contract, including

without limitation those provided in performance of warranty or support.

4.2. UNISERV grants Customer the non - exclusive, according to the UNISERV Offer time and regional limited right to use the CDH Solution.

4.3. Customer may use the CDH Solution only to the extent contractually agreed within the UNISERV Offer. If no agreement between the Parties is made within the UNISERV Offer the license to the following CDH Solution items shall be granted: one (1) test Instance and one (1) productive Instance, as well as two (2) data resources. The license is limited to the CDH Solution as agreed, even if it is also technically possible for Customer to access or install other CDH Solution components or a higher volume (e.g. amount of records or amount of data sources). The license grant is limited to the contractually agreed license term.

4.4. If not agreed otherwise within these GTC, it is not allowed for Customer to copy, modify, reproduce the CDH Solution or install it on its own IT systems.

4.5. Customer may use the CDH Solution only to run Customer's and its Affiliates' internal business operations. All other rights, notably the right to distribute or resale the CDH Solution, including without limitation the rights of rental, translation, elaboration and arrangement, and the right to make the CDH Solution available to the public or a third party are retained exclusively by UNISERV. Customer may not use the CDH Solution to provide business process outsourcing or service bureau applications other than to its Affiliates or use the CDH Solution to provide trainings to any person who is not Customer's employee or the employee of a Customer Affiliate. The related terms and detail in the UNISERV Offer also apply. Customer shall not assign its license rights to the CDH Software to third parties.

4.6. Customer´s business partner may use the CDH Solution only through screen access on the web interface/ and or API and solely in conjunction with Customer's use and may not use it to run any of business partners' business operations.

4.7. Customer does not receive any administrative access to the operative system level nor to the application configuration level.

4.8. If not otherwise agreed within the UNISERV Offer, a separate use of solutions used by the CDH and implemented on Instances (such as e.g. DQBT or Identity RT) for other purposes then the CDH Solution is not allowed.

4.9. For the test Instance in addition to the operative Instance the sole purpose of Customer's use of the CDH Solution must be to ascertain its properties and assess its suitability for Customer's business. Particularly, on the test Instance Customer is not allowed to use the CDH Solution or prepare to use it for live operation.

4.10. If, for example by way of defect remedy or the CDH Managed Service, Customer receives from UNISERV copies of new versions of the CDH Solution that replace a previously provided CDH Solution version, Customer has only the right to use the most recent version obtained. Customer's license to use the previous version ends when the new version is switched for Customer´s use from the test to the operation Instance. Section 9. governs the replaced version.

5. CDH Managed Service

5.1. The Customer Data Hub Managed Service (CDH Managed Service") is integrated part of the UNISERV Smart Customer MDM and can only be ended by terminating the entire Smart Customer MDM Agreement. A termination of the CDH Managed Service, without terminating the entire Smart Customer MDM Agreement and its license grant for the CDH Solution is not possible.

5.2. Subject to the life cycle of the CDH Solution and in accordance with UNISERV´s release strategy, UNISERV provides the CDH Managed Services for the most recent CDH Solution currently being delivered and – where applicable – for older CDH Solution software. The related terms and further details to the UNISERV CDH Managed Service within the Exhibit 1 "Service Level Agreement" attached to this GTC also apply.

5.3. UNISERV may adapt the scope of the CDH Managed Services to reflect the continuing development of the CDH Solution and technical advances. In the event that a change may negatively affect the justified interests of Customer, UNISERV will inform Customer in writing or by electronic means, at least three (3) months before the change is scheduled to take effect, drawing attention to the termination option as described below and to the consequences of non-termination. In this case, Customer is entitled to early termination of the Smart Customer MDM Agreement, with effect from the time the change takes effect by giving two months' prior notice (extraordinary termination right). In the event Customer does not opt for early termination, the CDH Managed Service will be continued with the changed scope of services.

6. Termination

6.1. Unless otherwise agreed, the initial term of the Smart Customer MDM Agreement is three years from the date of the Agreement ("Initial Term"). Thereupon the Smart Customer MDM Agreement is automatically extended by one year to one year ("Extension").

6.2. The Smart Customer MDM Agreement may be terminated by giving a three (3) months written notice to the end of the Initial Term or then current Extension. Extraordinary termination rights and the right to termination for just cause remain unaffected.

6.3. Notice of termination for just cause is effective only if given in written form. The provisions in section 14.1 concerning notices setting limited extra time also apply. UNISERV reserves the right to terminate for just cause where Customer is repeatedly or seriously in breach of major contractual obligations (e.g. those in sections 4, 10 and 13). Such termination is without prejudice to UNISERV's entitlement to remuneration outstanding at the time of termination, and UNISERV is entitled to claim liquidated damages due immediately in the amount of 60 % of the remuneration that would otherwise have become due up to the earliest time at which Customer could have effected termination with regular notice. Customer retains the right to show that UNISERV's actual loss is less.

7. Additional licenses

7.1. Customer must give UNISERV prior written notice of any use of the CDH Solution outside the contractually permitted use. It requires its own contract with UNISERV with regard to the additional license required ("Additional License"), e.g. additional data sources or higher amount of records.

7.2. UNISERV is permitted to audit the usage of the CDH Solution (ordinarily once a year) by asking Customer for a written self - measurement.

7.3. If it becomes apparent in an audit or otherwise (e.g. through the CDH Managed Services) that Customer has used the CDH Solution outside the Smart Customer MDM Agreement, UNISERV and Customer will execute an Additional License. In those circumstances, UNISERV reserves the right not to give any agreed discount except the agreed quantity discount. Section 7.1, sentences 2 apply. UNISERV reserves the right to claim damages and to claim late payment interest in accordance with section 8.4.

8. Price, payment, retention of rights

8.1. Customer shall pay to UNISERV the fees for the Smart Customer MDM on the terms of the Smart Customer MDM Agreement. No cash discount is granted.

8.2. Customer may offset only claims or claim rights of retention that are uncontested or have been finally determined by the court. Subject to the provisions of the German Commercial Code (HGB), section 354a, Customer cannot assign its claims to a third party.

8.3. UNISERV retains all rights in the work and the CDH Solution, especially versions of the CDH Solution that have been provided under the CDH Managed Services, until full satisfaction of its claims under the Agreement. Customer must immediately notify UNISERV in writing if any third party gains access to the CDH Solution in which UNISERV retains title or rights and must also inform the third party of UNISERV's rights.

8.4. Payments are due 14 calendar days from the date of the invoice. Any fees not paid when due shall accrue interest at the applicable statutory interest rate.

8.5. Payment terms shall be included in the relevant UNISERV Offer or UNISERV Acceptance. Except as provided otherwise, the fee will be billed yearly in advance and the duty to pay shall start with the execution of the Agreement.

8.6. By giving Customer a written two months' notice effective to the end of the Initial Term or the end of the Extension, UNISERV is entitled to amend the remuneration at its discretion subject to the following guidelines:

8.6.1. The change applied to the fee must not be greater than the change in the index at 8.6.2 below ("discretionary applicable change"). For the first fee adjustment under the Agreement, the discretionary applicable change is the change from the index published at the date of the execution of the Agreement to the index that has most recently been published when the fee adjustment notice is given. If the fee has already been adjusted in the past, the discretionary applicable change is the change from the index that had been most recently published when the previous fee adjustment notice was given to the index that has most recently been published when the new fee adjustment notice is given.

8.6.2. The index used to determine the discretionary applicable change is the index of mean monthly salaries of fulltime employees in Germany in the information technology services sector ("Index der durchschnittlichen Bruttomonatsverdienste der vollzeitbeschäftigten Arbeitnehmer in Deutschland für den Wirtschaftszweig Erbringung von Dienstleistungen der Informationstechnologie", currently published by the German Federal Statistics Office in quarterly figures at "Fachserie 16, Reihe 2.4, Gruppe J 62"). If publication of that index is discontinued, the applicable index for determination of the discretionary applicable change will be the index published by the Federal Statistics Office that most closely reflects changes in the mean monthly salaries of the sector named above.

8.7. The fee adjustment is deemed to be agreed by the parties unless Customer, by giving notice within two weeks from receipt of the fee adjustment, terminates the Smart Customer MDM Agreement with effect from the end of the annual renewal (extraordinary termination right). UNISERV will draw attention to this in the fee adjustment notice.

8.8. All fees are subject to applicable statutory value-added tax (VAT).

9. End of license

9.1. Upon any termination of the license hereunder (e.g. by rescission, end of agreed license term or termination), Customer shall immediately cease use of all Smart Customer MDM and Confidential Information and shall take and is solely responsible for the transfer of its data. Customer does not have any right to use or transfer the software or any parts of which is necessary for the use of its data. UNISERV will stop Customer´s access to the Smart Customer MDM to the end of the termination date. Within two weeks after any termination of the license, UNISERV will irretrievably destroy all back- up copies made for the Customer in every form.

9.2. Customer must certify to UNISERV in writing that it and its Affiliates have satisfied the obligations under this section 9.

10. Customer duty to collaborate

10.1. Customer undertakes that it knows the essential functional characteristics of the Smart Customer MDM. Customer bears the risk that Smart Customer MDM does not meet its wishes and requirements. In case of doubt Customer should consult employees of UNISERV or third-party experts before concluding any contract.

10.2. Free of charge, Customer must provide all collaboration that UNISERV requires in connection with performance of the Agreement. Customer must nominate in writing one responsible and authorised employee as a single point of contact person to UNISERV. The contact must be in a position to make necessary decisions for the Customer or ensure that they are made without delay. Customer's contact must maintain effective cooperation with UNISERV's contact.

10.3. Before UNISERV transfers the CDH Solution form the test instance to the operating instance, Customer must test it thoroughly for freedom from defects. This also applies to works or services Customer receives in connection with subsequent performance.

10.4. Customer must inspect all goods, works, and services delivered or provided by UNISERV and give notice of all defects pursuant to the German Commercial Code (HGB), section 377. The notice must be in written form and contain a detailed description of the problem. Notice of a defect is effective only if given by the contact (section 10.2).

10.5. Customer undertakes to provide all further collaborative goods, works, and services needed for the performance of the Smart Customer MDM Agreement. If necessary, the Exhibit 1 "Service Level Agreement", any other Exhibits or Amendments to the Agreement will specify any further provisions.

10.6. Performance by Customer of its general collaborative duties is a primary contractual duty and necessary precondition for the correct performance by UNISERV.

10.7. Customer bears all consequences and costs resulting from breach of its duties.

11. Defects as to quality, defects in title, other faults

11.1. In respect of any contract work or service that falls within the ambit of the statutory liability for quality and title defects, UNISERV warrants, subject to sections 11.1 to 11.8 that the Smart Customer MDM has the expressly agreed qualities (Section 2.2. and Section 5.2) and that no third-party rights are infringed by the grant of rights to Customer in section 4.

11.2. Customer must notify UNISERV in writing without delay if it identifies defects and must include a precise description of the problem and the information that is useful for eliminating the defect. For contract works of the CDH Managed Service (Section 5.) in addition the following applies: So far as is reasonable in ordinary business, Customer must inspect the contract works without delay

after UNISERV delivers them and, if a defect is apparent, notify UNISERV of it without delay. If Customer does not notify UNISERV of the defect, the contract works are deemed to be approved, unless the defect was not apparent at the time of inspection. If such a defect subsequently becomes apparent, Customer must notify UNISERV without delay after discovering the defect; otherwise, the contract works are deemed to be approved despite the presence of the defect. Customer's rights are secured if the notification was posted in time. UNISERV cannot rely on the provisions in sentences 3 to 6 in this section if UNISERV has fraudulently concealed the defect. Notice of a defect as described above is effective only if given by the contact (see section 10.2).

11.3. To discharge its liability for shown quality defects, UNISERV will remedy the defects either by providing to Customer a new software version that is free of defects or, at its election, by eliminating the defects. UNISERV may also eliminate a defect by indicating to Customer a reasonable way to avoid the effect of the defect. To discharge its liability for shown defects in title, UNISERV will remedy the defects either by procuring for Customer the legally incontestable right under license to use the CDH Solution or, at UNISERV's election, providing equivalent replacement or altered UNISERV Software. Customer must accept a new software version that is functionally compliant unless it would be unreasonable to require Customer to do so. Customers' duties to collaborate according to Section 10. shall apply.

11.4. If UNISERV fails to remedy the defect two times, Customer shall set a reasonable time period for UNISERV to finally remedy the defect. With such written notification Customer has to indicate its right that upon failure he will reserve its right to terminate the Agreement or reduce the remuneration due for the CDH Managed Service only. If UNISERV finally fails to remedy the defect in this time period, Customer has the right to terminate the contract or reduce the remuneration. The requirements in sections 14.1 and 14.6 must be met with regard to fixing a reasonable limited additional time period. Subject to the exclusions and limitations in section 12, UNISERV undertakes to compensate for loss or wasted anticipatory expenditure caused by a defect.

11.5. The time bar for claims under sections 11.1 to 11.3 comes into effect one year after delivery of the CDH Solution according to Section 2.3. This also applies to rights arising out of rescission or reduction of remuneration under section 11.4, sentence 1. The reduction in the time before the time bar comes into effect does not apply in cases of UNISERV's intent or gross negligence, of fraudulent concealment of a defect, of personal injury, or of defect in title to which the German Civil Code (BGB), section 438 (1) No.1 (a) applies. The nofault liability as provided in the German Civil Code (BGB) section 536a (a) for defects that existed at the time of contract execution is excluded.

11.6. The time bar for claims for defects in works or services to eliminate or avoid a defect provided in discharge of defect liability also comes into effect at the time specified in section 11.5. However, the time before the bar comes into effect is tolled while, with Customer's consent, UNISERV is checking the existence of a defect or is remedying a defect, until UNISERV informs Customer of the results of its check, gives notice that the remedy is complete, or refuses to remedy the defect. The time bar comes into effect no earlier than three months after the end of the toll.

11.7. If UNISERV provides defect identification or elimination works or services without being under obligation to do so, UNISERV is entitled to remuneration according to its then current price list. This applies in particular to any reported quality defect that is not reproducible or not imputable to UNISERV or in cases where the Smart Customer MDM is not used in compliance with its documentation. Without prejudice to the generality of the foregoing, UNISERV is entitled to remuneration for additional work it does to eliminate any defect that arises out of Customer's failure to properly discharge its duty to collaborate, inappropriate operation of the CDH Solution, or failure to take the UNISERV services that UNISERV recommends.

11.8. If a third party claims that the exercise of the license granted under the contract infringes its rights, Customer must fully inform UNISERV in writing without delay. If Customer ceases to use the contractual UNISERV Software to mitigate loss or for other just reason, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer will conduct the dispute with the third party both in court and out of court only in consultation and agreement with UNISERV or authorize UNISERV to assume sole conduct of the dispute.

11.9. If UNISERV fails to properly perform any of its duties herein that is not within the ambit of defect liability, or is otherwise in breach, Customer must give written notice of the failure or breach to UNISERV and fix a limited additional time period during which UNISERV has the opportunity to properly perform its duty or otherwise rectify the situation. Section 14.1 applies. UNISERV will compensate for loss or wasted anticipatory expenditure subject to the exclusions and limitations in section 12.

12. Liability

12.1. UNISERV's liability in contract, tort, and otherwise for loss including but not limited to wasted anticipatory expenditure, is subject to the following provisions:

(a) In cases of intent, UNISERV's liability extends to the full loss; in cases of gross negligence, UNISERV's liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, UNISERV's liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

(b) In other cases: UNISERV is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this section 12.1 (b) is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfillment. Liability in cases under section 12.1 (b) in this section is limited to € 10,000 per incident and limited in total to 50% of the annual remuneration.

12.2. Contributory fault (e.g. breach of section 10. duties) and contributory negligence may be claimed. The limits of liability in section 12.1 do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungs-gesetz).

12.3. For all claims against UNISERV in contract, tort, or otherwise for loss or wasted anticipatory expenditure the time bar comes into effect after a period of one year. That period begins at the point in time specified in the German Civil Code (BGB), section 199 (1). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this section do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title (sections 11.5 and 11.6).

13. Confidentiality, data protection

13.1. "Confidential Information" means all information which UNISERV or Customer protect against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content. In any case, the following information is considered to be Confidential Information of UNISERV: UNISERV software, programs, tools, data, and other material that UNISERV provides to Customer before or on the basis of the Smart Customer MDM Agreement.

13.2. Both parties undertake forever to treat as confidential all of the other party's Confidential Information acquired before and in connection with contract performance and to use such Confidential Information only in connection with contract performance. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the Software Agreement. Any reproduction of any Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its individuals whose access is necessary to enable it to perform the contract. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. On Customer's side, this includes the careful safeguarding of the Confidential Information and the prevention of infringement.

13.3. Section 13.2 above shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without a contractual breach by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

13.4. Customer shall treat as confidential the terms and conditions of the Smart Customer MDM Agreement, in particular the pricing contained therein. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other. However UNISERV may use Customer's name in customer listings (reference listings) or to analyze details from the contract (e.g. to forecast demand), as well as – subject to mutual agreement – as part of UNISERV's other marketing efforts.

13.5. The parties undertake to comply with the relevant provisions of the law of data protection. Comprehensive data protection obligations of the parties pertaining to commissioned data processing are set forth in the Exhibit 2 "Data Protection Provisions" attached to these GTC.

14. Final provisions

14.1. Contractual collaboration requires a high level of trust, interaction, and willingness to agree. Except in emergencies, a limited time fixed by Customer pursuant to the law or contract must not be less than 10 working days. Failure to comply with any fixed time limit entitles Customer to be released from the contract (for example, by rescission, termination, or claim for damages in lieu of performance) or to a price reduction for breach only if this was threatened in writing in the notice fixing the limited time as a consequence of failure to comply with that time limit. After a limited time fixed in accordance with sentence 2 expires, UNISERV is entitled to give notice to Customer requiring that any rights arising out of the expiration be exercised within two weeks of receipt of the notice.

14.2. UNISERV has four weeks to accept offers made by Customer. Offers from UNISERV are nonbinding unless otherwise agreed in writing. In cases of conflict, any individual contract terms and details that apply are those in UNISERV's Offer or UNISERV´s Confirmation.

14.3. Dates and times are nonbinding except where Customer and UNISERV have expressly agreed in writing that they are binding. UNISERV's duty to realize a design or concept does not commence until Customer accepts the design or concept. If UNISERV has to wait for collaboration or information from Customer or is otherwise hindered in the performance of the contract by any strike, lockout, official intervention, or any other circumstance where it is not at fault, times for delivery of goods and provision of works and services are extended by a period equaling the duration of the hindrance plus a reasonable start-up period after the end of the hindrance. UNISERV must notify Customer of the hindrance.

14.4. The UNISERV Smart Customer MDM is subject to the export control laws of the Federal Republic of Germany. Customer agrees that it will not submit the Smart Customer MDM to any government agency for licensing consideration or other regulatory approval without the prior written consent of UNISERV, and will not export the Smart Customer MDM to countries, persons or entities prohibited by such laws. Customer shall also be responsible for complying with all applicable legal regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Smart Customer MDM by Customer and its Affiliates.

14.5. German law applies exclusively to all claims in contract, in tort or otherwise, and the UN sales laws convention is excluded. Conflict-of-law rules do not apply. The sole place of jurisdiction for all differences arising out of or in connection with the Software Agreement shall be the place of business of UNISERV Germany. This section shall also apply to Customers based abroad.

14.6. Changes of the Smart Customer MDM Agreement, any subsequent amendment or addition and contractually relevant declarations as well as declarations directly influencing a legal relationship, especially without being limited to termination notices, reminders or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written form requirement. Where written form is required, that requirement can also be met by facsimile transmission or exchange of letters. Except in that respect, however, the provisions in the German Civil Code (BGB), sections 127 (2) and (3) do not apply.

14.7. No conflicting or other conditions, especially Customer's general terms and conditions, form any part of the Smart Customer MDM Agreement, even where UNISERV has performed an individual contract without expressly rejecting such conditions.

14.8. A separate agreement is required for any other goods, works and services that are not expressly described under the Smart Customer MDM Agreement. Unless otherwise agreed, such goods, works and services are provided subject to UNISERV's general terms and conditions for Services and UNISERV is entitled to remuneration for them in accordance with the relevant UNISERV list of prices and conditions.