

## General Terms and Conditions

UNICEPTA GmbH, Salierring 47-53, 50677 Cologne

### § 1 General, scope, definitions, amendments to the General Terms and Conditions

- 1) These General Terms and Conditions apply to all business relations of UNICEPTA GmbH, Salierring 47-53, 50677, Cologne with the respective client. Clients are only entrepreneurs within the meaning of § 14 BGB (German Civil Code) or legal entities, corporations, institutions or bodies under public law.
- 2) The following definitions (alphabetical order) shall apply for the understanding of the General Terms and Conditions:
- 3) "CL" refers to the client.
- 4) "Contract" means a contract concluded in accordance with § 2 concerning the services of UNICEPTA.
- 5) "General Terms and Conditions" means these General Terms and Conditions in the version applicable at the time.
- 6) "LA" or "License Agreement" means an agreement on rights of use and exploitation which, depending on the agreement reached, is concluded prior to the commencement of the activities under a contract between either the CL or UNICEPTA on the one hand, and the rights holder on the other hand, under which the CL resp. UNICEPTA are granted the rights of use and, if applicable, exploitation rights to the source(s) administered by the rights holder necessary for the performance of the services.
- 7) "Media panel" means the totality of those sources which are the subject of the research according to the service package agreed with the client in the offer resp. in which the research is carried out.
- 8) "Media procurement costs" shall mean those separate costs and fees incurred by UNICEPTA as a result of UNICEPTA itself entering into agreements with the rights holder or entering into agreements with the parties which enable UNICEPTA to research the sources administered by the respective rights holder.
- 9) "Offer" is the offer of UNICEPTA.
- 10) "Party" means CL or UNICEPTA, "Parties" means CL and UNICEPTA.
- 11) "PMG" means PMG Presse-Monitor-GmbH, Markgrafenstraße 42, 10969 Berlin.
- 12) "Research result" means information from sources (depending on the service package, e.g. articles, reports, blog posts, social media content, documents, presentations, graphics,

overviews, TV and radio recordings) researched and compiled by UNICEPTA to provide the agreed services in accordance with the client's specifications, exclusively provided in digital form and made available in WES and, depending on the service package, texts/documents (e.g. summaries or translations of articles) produced by UNICEPTA or on its behalf.

- 13) "Rights Holder" means the holder of the rights of use and/or exploitation with respect to a source necessary in each case for the provision of the contractual services.
- 14) "Source" means a source of information, i.e. any place agreed in the media panel at which or in which UNICEPTA researches information for the CL. Sources are e.g., depending on the agreed service package, press products, TV, radio, the publicly accessible part of the internet resp. databases publicly accessible via the internet.
- 15) "UNICEPTA" means UNICEPTA GmbH, Salierring 47-53, 50677 Cologne.
- 16) "WES" or "Web-based editorial system" means a computer program, provided in the software-as-a-service model, for the provision of research results to the CL and, depending on the service package, for information management by the CL and for the performance of their own research within the framework of activated sources.
- 17) The General Terms and Conditions shall apply exclusively to all contracts, unless individual agreements have been made with priority over the General Terms and Conditions. The electronic form and the text form (§§ 126a, 126b BGB (German Civil Code)) are permitted, oral subsidiary agreements are excluded.
- 18) The GTC shall also apply to future contracts in the version agreed in each case, without UNICEPTA having to refer to the GTC again before concluding further contracts.
- 19) UNICEPTA shall inform the CL immediately about any changes to the GTC. In the event that UNICEPTA has requested the CL to make an express declaration regarding the changes made within a reasonable period of time, generally not less than four weeks, and the CL does not declare its acceptance within this period, the amendments and new versions of the GTC shall be deemed accepted by the CL if UNICEPTA has pointed out the significance of not making a declaration at the beginning of the period.
- 20) Deviating, conflicting or supplementary General Terms and Conditions of the CL shall only become part of the contract if and insofar as UNICEPTA has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if UNICEPTA performs the service to be rendered unconditionally in knowledge of the General Terms and Conditions of the CL.

## § 2 Concluding a Contract

- 1) UNICEPTA sends at least a written offer to CL outlining the full scope of the contract, in particular the desired services to be rendered, prices, as well as the desired forms and types of research results (§4). CL may request more information from UNICEPTA at any

point before the contract is concluded, particularly if CL believes that some points remain unaddressed or unclear. Should the contents of the offer not conform to CL's desired level of information or be lacking other desired elements or requirements, UNICEPTA will review, redraft and resubmit a new offer by consulting with CL.

- 2) By providing a written (signed) offer, UNICEPTA makes a firm offer for a potential contract.
- 3) A written offer is accepted, meaning that the contract is concluded, by (i) signing and returning the offer to UNICEPTA, (ii) sending a written confirmation of acceptance that explicitly refers to the offer, (iii) returning a signed copy of the offer to UNICEPTA in written form, (iv) returning a signed copy of the offer via Telefax. If order data processing according to article 11 German Data Protection Law (§ 11 BDSG) is included in the contract, the original written offer must also be returned to UNICEPTA after variants (iii) and (iv).

### § 3 Requests for changes to the contract

- 1) If not otherwise stipulated by a contractual clause, all parties are free to request changes to the contract, particularly regarding the contents and scope of the service. Requests for changes must be submitted at least in writing and by precisely outlining the desired changes.
- 2) If a request for changes is received, it will be reviewed for feasibility. If deemed necessary, the receiving party will address the request as soon as possible and will provide a proposal for implementing and adapting the contractual clauses if the changes are deemed feasible. This includes possible changes to payment clauses or clauses on other related costs or clauses regarding stipulated time periods or points in time. If necessary, UNICEPTA will submit an entirely new offer depending on the extent of the desired changes.
- 3) If a change desired by one party is reasonable within the operational means of the other party, it may agree to the changes, of which it will then inform the requesting party in writing. If not otherwise agreed, a requested change is to be implemented ten calendar days after the written note of confirmation at the earliest, resp. from the date specified in the notification which is later than the date of the notification.
- 4) Agreement on a requested change must take written form. If the change relates to order data processing according to article 11 German Data Protection Law (§ 11 BDSG), it must also be signed. If the agreement does not conform to the formal standards, UNICEPTA is not authorized, nor obligated to render the changed service.
- 5) If CL is provided with a WES as part of the contract, changes made by CL itself to search orders within the range of provided sources are regarded as changes within the contractually agreed functionality. As such they do not fall under § 3, but are regarded as part of the services provided by UNICEPTA.

## § 4 Research, LA with rights holders, use of research results, responsibilities of CL for search requests submitted by CL, exemption of liability

- 1) Research will only cover sources within the agreed upon media panel (i) whose contents fall within the public domain; (ii) for which CL has concluded an LA with the rights holder covering the use by UNICEPTA; (iii) for which UNICEPTA has concluded an LA to that end with the rights holder.

In case (ii), UNICEPTA can only commence its services if UNICEPTA is provided with a copy of the LA to confirm that the LA exists and covers the research services to be rendered by UNICEPTA using the sources in question. A review to determine if and to what extent the LAs concluded by CL cover the intended use of the sources in the media panel in terms of the desired content, as well as the desired time and geographic coverage will only be conducted by UNICEPTA if explicitly ordered by CL and for an additional fee.

- 2) A requirement for UNICEPTA to provide its services is a preceding LA for the selected media panel and the services ordered from UNICEPTA between the CL and PMG in case German print media whose right of use is managed by PMG are included in the panel.

Cases which do not allow the necessary rights of use for print media published in Germany to be given by PMG obligate the CL to acquire said rights himself by agreement with the rights holder and furthermore ensure that UNICEPTA is allowed to conduct research in respective media sources.

The respective LA must include UNICEPTA as a service provider that acts on behalf of the CL. UNICEPTA itself is not a party in the LA, but accesses the sources on behalf of the CL. The CL shall ensure compliance with the LA for their area of work, in particular to pay the agreed remuneration directly to PMG or the contracting party, not to exceed the rights granted and to obtain written consent from PMG or the contracting party prior to commissioning UNICEPTA to the effect that UNICEPTA as the service provider is entitled to exercise the rights granted to the CL for the CL.

- 3) If the selected media panel under the contract also extends to TV and radio contributions from broadcasters domiciled in Germany, the CL shall not acquire any rights of use from third parties for this purpose if UNICEPTA already holds the corresponding rights of use. In this case, UNICEPTA shall grant the CL the corresponding rights of use.

In this case, CL must ensure that the use restrictions imposed by the collecting societies in the LA as well as all other relevant limitations transmitted by CL to UNICEPTA, particularly those concerning VG Media, Gesellschaft zur Verwertung der Urheber- und Leistungsschutzrechte von Medienunternehmen mbH, Lennéstraße 5, 10785 Berlin, which are enclosed with the offer, are complied with.

In all cases where UNICEPTA does not hold the rights of use according to clause 1 and 2, CL must acquire the necessary rights of use by concluding an agreement with the rights holder and make sure that UNICEPTA may use the sources in question for research. The same duties stipulated in article (1) clause 2 and 3 and article (2) to prove the acquisition of

the rights of use or a permission for UNICEPTA to conduct research drawing upon the sources in question apply for CL.

- 4) If CL has ordered research results from sources that are published abroad as part of its media panel, either CL itself or UNICEPTA – depending on what has been agreed between the parties – will conclude an LA with rights holders (or agencies managing the use of rights where applicable).

In cases where CL acquires the necessary rights of use via an agreement with the rights holder and ensures that UNICEPTA is permitted to draw upon the respective sources for research, CL has the same duties to prove the acquisition of rights and of the research permission for UNICEPTA as stipulated in article (1) clause 2 and 3 and article (2).

- 5) In the event that the CL has the obligation, as stipulated in article (1), clause 1, sentence 1 lit. (ii) in combination with the articles (2) to (4), to acquire the necessary rights of use and if the CL does not prove the acquisition and that UNICEPTA has the right to do research in the sources in question until the day on which UNICEPTA is set to start its work, UNICEPTA is free from its obligation in this respect, but shall retain its entitlement to the agreed payment.
- 6) The above-mentioned terms and conditions do also apply to sources that are not media outlets in accordance with article (2) or TV reports and radio reports in accordance with article (3).
- 7) If the desired media panel also includes sources in the form of forum or blog posts, websites, social media and other media services at home or abroad, the CL shall ensure at their own responsibility that he/she obtains the rights of use and exploitation from the rights holders or operators that are necessary for the creation, transmission and use of the research results.
- 8) The CL is aware that a research result may enjoy copyright protection. The research results provided by UNICEPTA are intended exclusively for internal use within the CL's company, in particular for documentation or information purposes at the CL and may only be used for this purpose. In order to ensure compliance with this purpose, the CL shall take the necessary technical and organizational measures in their company at their own responsibility.

The CL is expressly prohibited from passing on the research results to third parties or making them accessible to the public, or disseminating, reproducing, editing or otherwise placing them on the market, in particular in physical or non-physical form as well as in digital or analog form in media (in particular online media), including any forwarding of web links transmitted by UNICEPTA under which the research results can be retrieved or viewed, to commercially or non-commercially exploit the research results or to use them for public - including non-commercial - performances and demonstrations, for advertising and public relations purposes as well as for training purposes.

In addition, the General Terms and Conditions for the creation and use of digital press reviews as well as the License Terms attached to the offer of VG Media, Gesellschaft zur

Verwertung der Urheber- und Leistungsschutzrechte von Medienunternehmen mbH,  
Lennéstr. 5, 10785 Berlin, apply in relation to PMG.

The aforementioned restrictions shall not apply if UNICEPTA's research results are based on sources for which the CL ensures by means of a LA concluded by him/her that he/she has been expressly authorized by the holder of the rights to the respective act of use or exploitation.

- 9) Unless otherwise agreed, the research results shall be made available for online access for 28 (twenty-eight) calendar days. If a longer provision, archiving in another database or other use is desired, the CL shall (i) acquire the necessary rights of use and exploitation from PMG or the rights holders via LV at their own responsibility and (ii) in the case of a desired longer provision, agree this individually with UNICEPTA in accordance with § 3.
- 10) If the CL is an agency which passes on the research results to its clients, the agency shall ensure, within the framework of the LA with rights holders to be concluded by it in accordance with § 4, that it is authorized to pass on the research results to its clients. In this case, the rights of the CL also include the right to electronically transfer the research results to the correspondingly entitled clients.
- 11) UNICEPTA provides research services exclusively on the basis and within the scope of the search specifications previously made by the CL. It is therefore the sole responsibility of the CL to ensure the admissibility of its search queries and research results under press, statement, personal and data protection law. UNICEPTA does not check the search specifications and research results in this respect. If the CL can write and trigger search queries him or herself via the WES and administrate research results, control by UNICEPTA is technically precluded.
- 12) In the event that the CL violates the obligations applicable to him/her pursuant to § 4, in particular contrary to article (1) sentence 1 lit. (ii) defines search queries in sources and/or chooses a media panel for which (i) no rights of use have been acquired by the CL or (ii) for which the rights acquired in relation to the rights holder and brought to the attention of the CL are infringed by the performance of the contract and UNICEPTA is subsequently held liable for alleged infringements of industrial property rights or other infringements of rights, the CL shall indemnify UNICEPTA in full against all claims by third parties resulting therefrom due to inadmissible use or exploitation of the research results made available and bear the costs of the necessary legal defense upon first request. This does not apply if the CL is not responsible for the violation.

## § 5 Duties of UNICEPTA, availability of research results provided online

- 1) Unless specified otherwise, UNICEPTA will conduct the agreed upon research services and will provide CL with the results compiled according to the search criteria defined by CL as well as any other relevant information in digital form via the WES during the agreed-upon time frame. In keeping with contractual stipulations, UNICEPTA will transmit a web link to CL over which the research results can be accessed.
- 2) Insofar as research results are hosted and made accessible by or on the commission of UNICEPTA, UNICEPTA is obligated to ensure availability of the servers and thereby accessibility of the research results (point of transfer: after passing through the output router in the data center) during the core hours of 8am to 6pm on work days from Monday to Friday. During these hours, accessibility must be guaranteed 98% of the time. Outside of this time frame, availability must be guaranteed 96% of the time. The afore-mentioned percentages refer to the full-year average. Even if UNICEPTA adheres to the availability standards, UNICEPTA is liable in cases where it is directly responsible for a specific outage.
- 3) Should unusually high access rates to the contents hosted for the client be registered, Unicepta is entitled to curb or block access.

The following will be deemed to be unusually high rates of access to our system:

- more than 100 simultaneous TCP/IP queries from one source (IP-address);
- more than 15,000 instances of access from one source (IP-address) per hour;
- more than 100,000 instances of access to a client portal per hour;
- known Denial of Service attacks, which are identified as such by commercially available Intrusion Detection Systems (in accordance with Federal Cyber Security Authority (BSI) recommendations).

## § 6 Rights of use for the WES, usage of the WES

- 1) UNICEPTA will provide CL with access to the WES within the scope of the contract for the duration of the contract at the longest. The WES is a browser-based tool with access to a computer under the jurisdiction of UNICEPTA that will in turn allow access to all sources agreed upon with CL as part of the media panel. The features and scope of the WES are detailed in the offer; there is no obligation to provide any features beyond these specifications.
- 2) Use of the WES requires that both parties adhere to the agreed-upon concept for the use of rights. CL is authorized to access the WES via the agreed upon mode of access and to use the visible features available for each user according to their assigned authorization, meaning all features that have been unlocked for each user.

- 3) The parties agree upon a maximum number of admissible users. CL will receive a user account for each user along with a mode of access and password. UNICEPTA will delete all user accounts once the contract expires. Refer to § 7 paragraph (9).
- 4) Any rights of use exceeding these terms will not be granted unless required for use of the WES, in accordance with its intended use.
- 5) § 5 paragraph (2) also applies to the accessibility of the WES where applicable.
- 6) If there is an agreement for making research results available after the contract expires, they will usually not be made available via the WES. Instead, the parties will agree on an alternative mode of delivery in due time before the contract expires.

## § 7 Cooperation duties of the client

- 1) CL will meet the following as well as any other agreed upon cooperation obligations, including any costs arising from them and at the agreed upon point in time, or if no point in time is specified, on request by UNICEPTA.
- 2) CL is to ensure that all information regarding its company submitted to UNICEPTA as part of the preparation for concluding the contract and after the contract is concluded is complete and correct. UNICEPTA is under no obligation to review the information for accuracy.
- 3) Before UNICEPTA commences its service, CL is obligated to conclude agreements in accordance with § 4 and must comply with the legal and commercial requirements stipulated in these agreements.
- 4) CL will compile the search queries and terms that are binding for UNICEPTA and will (i) transmit them to UNICEPTA in written form; or (ii) will enter them in the provided WES, which will execute the respective research query.
- 5) CL must ensure that the technical requirements stipulated in the offer or agreed upon elsewhere, including technical requirements for using the WES, are met over the full duration of the contract. In particular, CL is responsible for procuring, and deploying the hardware and software necessary to access the internet. If UNICEPTA's services are provided electronically, CL must ensure that the receiving medium is in working order and ready to receive the services. If CL uses services in which security gaps or components no longer technically supported have been identified, the CL is obliged to adapt the components in his area of responsibility accordingly or, if this is not possible, to develop alternative implementations together with UNICEPTA.
- 6) CL is obligated to conduct adequate quality control drawing on a limited sample of the provided research results to control whether the results meet all requirements in terms of scope, completeness and format.



If CL finds the research results to be (at least) partially inadequate regarding the responsibilities of UNICEPTA, CL must immediately report the issue by submitting a written complaint comprehensively detailing the identified flaws.

If CL does not report an issue, the service rendered and the results produced by a service are viewed as approved, unless the flaw would not have been obvious even after a comprehensive review.

- 7) From the moment research results are made available, CL must ensure that there are adequate backup copies of the contents provided within the scope of the existing rights of use if and as far as the data format allows for that possibility. These backups are to be stored on CL's own data storage mediums.
- 8) If UNICEPTA provides its services to CL via a password-protected access point, including the WES, CL must ensure that the access data is kept secret from unauthorized third parties. CL will notify UNICEPTA immediately upon learning that the password has been revealed to an unauthorized third party. An unauthorized third party does not refer to persons who are accessing or using the services provided with knowledge and approval of CL, nor to people who have a user account for the WES which they use in accordance with their rights of use.

## § 8 Acceptance

Insofar as a contract takes the legal form of a service contract, particularly in cases where successful completion of the service is subject of the contract, the services rendered and research results provided are classified as accepted one week after they were rendered or provided. If it is agreed upon that UNICEPTA notifies CL of completed or available services or results, said services or results are classified as accepted one week after the notification was provided. This acceptance does not require an explicit statement to that effect by CL, provided CL did not notify UNICEPTA of any flaws or only very minor flaws that would not preclude acceptance of the results or services within that time frame.

## § 9 Remuneration, invoicing, terms of payment, rights of retention

- 1) Unless otherwise agreed, the services rendered shall be remunerated with the prices and cost estimates contained in the respective offer, including travel costs and expenses.
- 2) Agreed prices and costs are understood to be exclusive of the legally applicable value-added tax.
- 3) Media procurement costs shall either be shown separately in the offer or agreed between the parties in some other way prior to the commencement of the service for which they are

incurred. They shall be invoiced separately by UNICEPTA in accordance with the actual costs incurred.

- 4) Any license or usage fees to be paid to rights owners for the use of sources from agreements with third parties that the CL has concluded with the rights owner are not included in the agreed prices and must be individually agreed by the CL with the rights owner. The debtor of the license or usage fees falling under sentence 1 is the CL.
- 5) If collecting societies (VG Media, VG Wort) are appointed against UNICEPTA by way of a statutory authorization to assert an appropriate remuneration for the provision of research results, the CL shall indemnify UNICEPTA against these remuneration claims upon first request.
- 6) If the parties have agreed on a time budget or a remuneration budget in accordance with an offer, the budget shall be called up as required by contracts of the CL. UNICEPTA shall inform the CL of this in good time before the budget ceiling is reached and shall propose to the CL further procedures, in particular new budgeting. If the budget is exceeded at the CL's request, the services actually rendered shall be remunerated according to the prices contained in the offer. All other details shall be agreed individually. If there is no new budgeting and the CL does not agree to an individual exceeding of the budget, the service will be discontinued when the budget ceiling is reached, without a statement by a party being required.
- 7) UNICEPTA reserves the right to adjust the agreed prices at its reasonable discretion if there is an increase in the following operating costs. Operating costs in this sense shall be costs for or due to
  - a) levies due to public regulations, legal changes (taxes, levies and other charges imposed by government);
  - b) changes in the licensing, copyright or other legal framework;
  - c) TV and radio license fees;
  - d) basic insurance policies;
  - e) telecommunications and postal services, e.g. postage, telecommunications network;
  - f) energy costs, e.g. for electricity, gas, petrol;
  - g) costs raised unilaterally by third parties for usage rights and licensing of copyrighted content in media databases (electronic transmission of clippings);
  - h) usage fees raised unilaterally by third parties for social media platforms, media databases, press databases, subscriptions;
  - i) building infrastructure, e.g. rents and leases;
  - j) software licenses unilaterally raised by third parties, software maintenance;
  - k) travel expenses unilaterally raised by third parties;

- l) payment transaction costs unilaterally raised by third parties.

In addition, UNICEPTA shall be entitled to adjusting the total price at its reasonable discretion if the consumer price index for Germany published by the Federal Statistical Office (basis 2010 = 100) changes by at least 5% compared to the index published for the month in which the contract was concluded.

Price increases pursuant to this paragraph shall be limited in their total amount to 5% of the total price.

- 8) In addition to a price adjustment as defined in § 9 para. 2 and § 9 para. 7 of the GTC, UNICEPTA reserves the right to adjust the agreed prices if general operating costs effectively rise. General operating costs are all costs incurred in connection with the provision of the service to the customer and to be paid by UNICEPTA to third parties.
- 9) Insofar as UNICEPTA exercises its right to adjust the price, price increases shall not take place until after the first 12 months since the original start of the contract. Price increases shall be notified to the CL in writing six weeks before they come into effect. In the event of price increases in accordance with § 9 Para. 8 affecting the CL, the CL may object to the price increase in writing; in this case, the price increase shall not become effective and the contract shall be duly executed by both parties under the previous terms and conditions for the remaining contract duration.
- 10) The assignment of claims existing against UNICEPTA requires prior written approval. § 354a HGB (German Commercial Code) does not apply. The CL shall only be entitled to offset counterclaims if these are legally established, expressly acknowledged or undisputed.
- 11) The CL's rights of retention under §§ 273 BGB (German Civil Code), 369 HGB (German Commercial Code) with regard to remuneration and reimbursement of costs are excluded, unless the claim to which the CL is entitled has been legally established, expressly acknowledged or undisputed.

## § 10 Liability for defects and other liability

- 1) The rights of the CL in the event of material defects, defects of title and other breaches of duty shall be governed by the statutory provisions unless otherwise stipulated in the respective contract or in the following.
- 2) The parties agree that limitations in the quality of the services or in individual research results cannot fully justify the defectiveness of the service if these are attributable to technical circumstances beyond UNICEPTA's control, in particular TV and radio recordings as well as newspaper reports.
- 3) UNICEPTA shall only be liable to the CL for damages as well as for reimbursement of futile expenses, for whatever legal reason, according to the following rules:

- a) UNICEPTA shall be fully liable in case of intent.
  - b) In case of gross negligence, UNICEPTA shall be liable to the extent of the typically foreseeable damage.
  - c) In case of negligence below the level of gross negligence, the liability of UNICEPTA is excluded.
  - d) UNICEPTA's liability for damages arising from (i) fraudulent intent, (ii) breach of essential contractual obligations (cardinal obligations), which make the execution of the contract possible or essential and on the observance of which the CL may rely, (iii) injury to life, limb or health, (iv) in the case of any guarantees given and (v) in accordance with the Product Liability Act shall remain unaffected by the aforementioned limitations and exclusions of liability in lit. b. and c.
- 4) Insofar as a contract is a contract for work and services and the CL demands subsequent performance due to a defect, UNICEPTA shall have the right to choose between rectification of the defect or replacement. The CL may only withdraw from the contract or demand reimbursement of expenses in accordance with the statutory provisions if at least two attempts at rectification by UNICEPTA have failed. Substitute performance is excluded.
  - 5) Insofar as a WES is made available, UNICEPTA shall ensure the availability of the WES within the framework of agreed availability commitments. If the availability promise is not kept, the CL is entitled to reduce the price share for the provision of the WES proportionately. In addition, there is a claim for damages within the framework of agreed liability limits. Liability according to § 536a BGB (German Civil Code) is excluded.
  - 6) Claims for damages due to a defect shall become time-barred within one year after transmission of the research results or, if no results are transmitted, after provision of the service or after acceptance of the service. This shall not apply in the event of fraudulent intent.

## § 11 Duration and termination of the contract

- 1) Unless otherwise agreed, each contract shall have a basic term of one year, plus the period between the date on which the contract is concluded and the first day of the next month, the latter if the contract is not concluded on the first day of the month.
- 2) The contract shall be extended in each case by a further year if it has not been previously terminated with a notice period of four months to the end of the basic term or an extension period. Termination must be in writing in order to be effective.
- 3) In the event that the CL objects to any price changes as stipulated in § 9 para. (8), the existing contract stipulations shall continue to be valid, and the contract shall expire at the end of the currently agreed contract duration.

- 4) § 649 BGB (German Civil Code) does not apply to contracts which are contracts for work and services.
- 5) The right to terminate for good cause shall remain unaffected. In this case, UNICEPTA shall be entitled to discontinue the contractually owed services upon receipt of the notice of termination.
- 6) If one party is responsible for the termination of the contract for an important reason, it shall be obliged to compensate the other party for the damage resulting from the termination for an important reason. If one party terminates the contract extraordinarily without having an important reason, it shall be liable for damages in the same manner. Claims for damages based on other claims shall remain unaffected.

## § 12 Confidentiality and secrecy

- 1) Unless otherwise agreed, the parties undertake to maintain strict secrecy for the duration of the contract and after termination with regard to all trade and business secrets and all confidential information that becomes known to them through cooperation. All economic, professional and/or technical information relating to the other party and which is not generally known shall be deemed confidential information.
- 2) Furthermore, the CL is obliged to maintain secrecy vis-à-vis third parties with regard to the agreed remuneration and prices. In this context, all companies affiliated with the CL within the meaning of § 15 AktG (German Stock Corporation Act) shall also be deemed third parties.
- 3) The parties shall be liable to each other for all damages arising from a breach of this confidentiality and non-disclosure agreement within the framework of the agreed limitations of liability. This liability shall not apply if the party is not responsible for the breach. The right to terminate the contractual relationship is also reserved.

## § 13 Reference

- 1) UNICEPTA shall be entitled to name the CL's company as a reference to third parties, in particular on UNICEPTA's websites, on other advertising media or in press releases, using the CL's company logo. UNICEPTA will only name the mere fact that the CL is a customer of UNICEPTA without further coordination with the CL.
- 2) The same shall apply if the research results achieved by UNICEPTA or parts thereof are reproduced and/or made publicly accessible for demonstration or advertising purposes or are referred to in any other way without the reader being able to draw conclusions about the CL's company.

## § 14 Final provisions

- 1) The CL is not entitled to transfer the rights from the contractual relationship to third parties without the prior written consent of UNICEPTA.
- 2) Legally relevant declarations and notifications to be submitted to the respective other party after conclusion of the contract (e.g. setting deadlines, notification of defects, notice of termination, amendment of this written form clause) require the written form to be effective (§ 126 para. 1, para. 2 German Civil Code). The written form shall also apply to any change to this written form clause. The replacement of the written form by the electronic form (§§ 126 para. 3, 126a German Civil Code) or the text form (§ 126b German Civil Code) is excluded.
- 3) Should one of the provisions of the GTC or of a contract be or become invalid, for whatever reason, or should the GTC or the contract contain a gap requiring regulation, this shall not affect the validity of the remaining provisions. In such a case, the parties undertake to replace the invalid or incomplete provision with a provision that comes closest to the invalid or incomplete provision. Up to this replacement, the statutory provisions shall apply instead of the invalid or missing provision.
- 4) The law of the Federal Republic of Germany shall apply exclusively to the entire contractual relationship of the parties and to the services rendered by the parties hereunder, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws; Art. 3 EGBGB (Introductory Law to the German Civil Code) shall remain unaffected.
- 5) Place of performance is the registered office of UNICEPTA.
- 6) The exclusive and also international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the competent court at the registered office of UNICEPTA. UNICEPTA is entitled to take legal action against the customer in his/her general place of jurisdiction. The agreement on the place of jurisdiction shall not apply if the dispute concerns claims other than property claims or if an exclusive place of jurisdiction is established for the dispute in accordance with the law.