1. Subject of the Agreement.

1.1 This End User Subscription Agreement ("EUSA") of windream GmbH ("windream") regulates the use of the software and Services offered by windream by the Customer.

1.2 The EUSA enters into force upon conclusion of the Individual Agreement.

1.3 The EUSA applies to the commissioning of Services and the use of the Software and Services by entrepreneurs within the meaning of § 14 BGB. An entrepreneur is a natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or independent professional activity. Legal entities under public law and special funds under public law are also deemed to be entrepreneurs within the meaning of the EUSA.

1.4 Content and scope of the agreed Services result in the following order from (i) the Individual Agreement concluded between windream and the Customer including its annexes, (ii) the order confirmation, (iii) supplementary service descriptions, including the documentation and technical specifications, (iv) this EUSA, (v) Terms and Conditions for Subscription Services; and (vi) the statutory provisions. There are no other agreements between the Parties.

1.5 This EUSA shall apply to all business transactions between windream and the Customer, even if they are not expressly agreed upon again.

1.6 Other provisions, in particular the Customer's general terms and conditions, shall not apply even if windream has not expressly objected to them or if windream accepts or performs a service without reservation in the knowledge of such provisions.

2. Definitions.

"Affiliated Companies" are companies which are affiliated with one of the Parties within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG).

"Agreement" shall mean the contract concluded between the Parties for the provision of the Services covered by the Agreement. It consists of this EUSA, the respective Individual Agreement with its annexes, the documentation and other documents serving as a basis for the conclusion of the Agreement.

"Authorized Users" are agents and contractors of Customer, incl. the Affiliated Companies of the Customer, whom Customer authorizes to use the Software on behalf of and for the account of Customer in accordance with the terms of the Agreement and any affiliate agreements entered into between the parties with respect thereto.

"Authorized Users" are agents and contractors of Customer whom Customer authorizes to use the Software on behalf of and for the account of Customer in accordance with the terms of the Agreement and any affiliate agreements entered into between the parties with respect thereto.

"Confidential Information" shall mean all information and knowledge which the Parties have made available to each other directly or indirectly in writing, orally or in any other manner or which has otherwise become known to them, in particular of a technical or commercial nature, including all documents, drawings, drafts, sketches, plans, descriptions, specifications, data, measurement results, calculations, samples, parts, films, digital memories, experience, procedures, knowledge and processes as well as know-how and not yet published applications for industrial property rights which are marked as confidential or for which the necessity of confidentiality results from the circumstances.

"Customer" is the company which has concluded a contract with windream for the use of the Software.

"EUSA" stands for "End User Subscription Agreement" and means this End User Subscription Agreement.
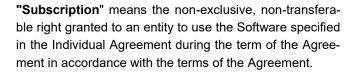
"Individual Agreement" shall mean the Agreement concluded between the Customer and windream based on the offer issued by windream for the Software and Services defined in more detail in the respective offer.

"License Pooling" refers to scenarios and methods in which different types of hardware and/or software are used to directly or indirectly reduce the number of devices or users that can access and use the windream server.

"Proprietary Software" means the Software which is owned by windream or partners of windream, i.e. which is neither free software nor counted among the open source components.

"Services" means the Services offered by windream in connection with the use of the Software.

"Software" means the copyrighted software application to which windream has the comprehensive rights of use and exploitation, including the Documentation. The Software may contain components from suppliers (including open source components), each of which will be named in the Documentation.

"Subscription" means the non-exclusive, non-transferable right granted to an entity to use the Software specified in the Individual Agreement during the term of the Agreement in accordance with the terms of the Agreement.

"Support Services" shall mean the Support Services offered by windream for the Software as described in windream's published Service Description for Support Services, which can be accessed at www.windream.com/legal.

"Third Party Software" means software produced and provided by third party vendors for use with the Software.

"Updated Software" means improvements and changes to the Software issued by windream.

"User" means a natural person who has been granted a right to use the Software under the terms of this EUSA.

"windream" means windream GmbH, with its registered office at Wasserstraße 219, 44799 Bochum, Germany.

"Working days" are the days from Monday to Friday inclusive, with the exception of national holidays in Germany.

3. Offers, Conclusion of an Agreement.

3.1 An Individual Agreement is concluded when a customer accepts an offer from windream in writing or in text form..
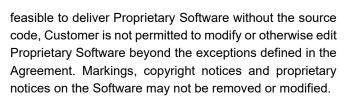
3.2 The Customer's order without reference to a valid offer of windream must be placed in writing or in text form. An Individual Agreement shall only be concluded when windream sends the order confirmation in writing or in text form, at the latest, however, when windream starts to provide the Services.

3.3 windream may accept orders pursuant to 3.2 within two (2) weeks after receipt. If windream does not accept the order within this period, the Customer shall be entitled to revoke his order until receipt of the order confirmation or until the beginning of the service provision.

4. Granting of Rights of Use.

4.1 windream grants the Customer the non-exclusive, worldwide, non-transferable and non-sublicensable right to use the Software offered in accordance with the contractual provisions exclusively for its own business purposes.

4.2 Proprietary Software is delivered in executable form, i.e. in object code. The source code is not subject matter of the Agreement. To the extent that it is not technically feasible to deliver Proprietary Software without the source code, Customer is not permitted to modify or otherwise edit Proprietary Software beyond the exceptions defined in the Agreement. Markings, copyright notices and proprietary notices on the Software may not be removed or modified.

4.3 The scope and content of use result from the Individual Agreement and the documentation, which is made available to the Customer in electronic form via the customer portal or which will be made available with the Software via a download link. Any system requirements to be met by the Customer will be announced by windream before the EUSA is concluded. The Software may only be used via the documented interfaces and via the interfaces provided by windream. Third Party Software supplied by windream with the Software may only be used in conjunction with the contractual Software, unless expressly agreed otherwise. Reference is made to Clause 4.10.

4.4 License pooling is not permitted.

4.5 The permissible use of the Software can be specified separately in each individual case in the Individual Agreement.

4.6 Except as provided by law for reasons of interoperability, reverse engineering and disassembly or decompilation of the Proprietary Software is not permitted.

4.7 Any use of the Software beyond the contractually agreed extent is an act contrary to the Agreement, which entitles windream to terminate the Agreement without notice. This shall not affect windream's right to claim the agreed remuneration until the end of the regular term of the Agreement.

4.8 The Customer shall be obliged to notify windream immediately of any further use of the Software. The parties shall then reach an agreement on the extension of the rights of use. For the period of further use without agreement on extended rights of use, or until the cessation of further use by the Customer, the Customer shall be obliged to pay a compensation for overuse according to windream's current price list. The compensation for use shall be paid in full for each calendar year started.

4.9 Unless otherwise agreed between the parties, the Customer is not permitted to use the Software for rental, timesharing, subscription, hosting, application service providing or outsourcing purposes.

4.10 The Software may contain third party technologies. Third party technologies are either licensed by windream to the Customer in accordance with the provisions of the

Agreement or, as far as specified in the attached notes (see Clause 8.3), made available in accordance with separate license provisions. The Customer's rights with respect to the separately licensed Software are not limited by this Agreement. The separately licensed Third Party Software is part of windream's Software and is used: (i) in unmodified form; (ii) as part of the Software; and (iii) in accordance with the license terms for the respective Software. windream grants an indemnity for Third Party Software that is part of the Software only if and to the extent that the owners of the separately licensed software are not required to grant an indemnity based on the provisions of this Agreement.

4.11   The above terms of use also apply to open source components used. The Customer may acquire further rights of use to the open source components from the respective holders of the rights if it concludes license agreements with them under the terms of the respective open source licenses. In this case, the use of the open source components shall not be governed by this Agreement, but solely by the license terms applicable to the respective component. Insofar as Proprietary Software is linked to program libraries licensed under the GNU Lesser General Public License (LGPL), Customer may analyze and reengineer these open source components in order to be able to edit the program libraries licensed under LGPL and to be able to correct errors in the Proprietary Software. It is not permitted to pass on the information gained in this way. A list of Proprietary Software linked to program libraries licensed under LGPL is attached to the Documentation.

4.12   The Customer is obliged to prevent unauthorized access to the Software by third parties by taking appropriate measures.

5. Support Services from windream.

5.1 The Support Services offered by windream for the Software and booked by the Customer as well as the cooperation services to be rendered by the Customer in this context shall result from the Individual Agreement.

5.2 The Customer can also book additional services, which are defined in the Individual Agreement.

5.3 The Support Services of windream do not include the elimination of errors for which the Customer or his Authorised Users are responsible. For this purpose, the Customer has to place separate orders; the Services will be charged according to the respective valid conditions.

5.4 windream shall be entitled, taking into account the Customer's legitimate interests, to further develop, improve, modify and update the Software at any time (the "Updated Software") and to adapt the Services accordingly. windream shall inform the Customer about any adaptations made which have a direct impact on the contractually agreed use in a suitable form and within a reasonable period of time.

5.5 If the Updated Software is a modification of the previously used Software, the Updated Software shall be made available to the Customer without adjustment of the remuneration.

6. Cooperation Services of the Customer.

6.1 The Customer shall set up all technical requirements necessary for the use of the Software, including the required hardware and Third Party Software, at his own expense and provide them continuously during the term of the Agreement. windream will inform the Customer about the requirements upon request.

6.2 The Customer shall immediately notify windream in writing or in text form of any changes to the installation data described in the Individual Agreement. If the use of the Software is prevented or impeded due to a change of the Software or hardware infrastructure used by the Customer, the Customer shall be exclusively liable. If, as a consequence of the change, an increased effort for the provision of the Support Services arises, the Customer shall bear this expense.

6.3 The Customer shall ensure that at least one competent and named contact person, who is sufficiently trained in the administration of the Software as well as the hardware and software infrastructure is available at any time. The Customer shall further ensure that information and documents provided by windream are available to the Customer's contact person.

6.4 For the provision of Support Services, the Customer shall provide windream with remote access, via which windream shall be granted secure access to the Software. It is the sole responsibility of the Customer's to ensure that windream only has access to those parts of the system which are necessary for providing the Services. If the Customer does not provide windream with remote access and if, due to this, Support Services have to be provided on the Customer's premises, the Customer shall bear the additional costs incurred.

6.5 The Customer undertakes to provide windream, at his own expense, with all information required for the identification and elimination of reported errors in the context of the provision of Support Services. This includes in particular log and configuration files and/or other error reports.

6.6 Insofar as the Customer does not provide the required cooperation or does not provide it in a timely manner, the performance deadlines shall be extended or postponed by a corresponding period of time, plus a reasonable start-up period.

7. Remuneration, Terms of Payment.

7.1 The remuneration owed for the use of the Software and the terms of payment are set out in the respective Individual Agreement.

7.2 Unless otherwise agreed in the Individual Agreement, the obligation to pay shall commence upon commencement of the performance of the Services.

7.3 The current remuneration shall be increased by 3% at the beginning of each contract year, unless otherwise agreed in the Individual Agreement.

7.4 If in the future the consumer price index for Germany determined by the Federal Statistical Office (on the basis of 2020 = 100) increases by at least 10 percent compared to the index published for the previous year (effective date in each case 31.12.), windream may, in deviation from 7.3, increase the remuneration by 60 percent of the determined change at the beginning of the contract year following the change without the need for an amendment to the contract.

If the index is discontinued during the term of the Agreement, the corresponding successor index shall take its place.

7.5 Invoices from windream are payable and due within fourteen (14) days from date of invoice without deduction.

7.6 If the payment deadline is exceeded, the Customer shall be in default without any further reminder. The receipt of the invoice amount on the account specified by windream shall be decisive for the timeliness of the payment.

7.7 In case of default of payment, windream shall be entitled to charge default interest in the amount of nine (9) percentage points above the respective base interest rate. The right to assert further damages remains unaffected.

7.8 If it becomes apparent that, due to the Customer's economic circumstances, the fulfilment of its (existing or future) payment obligations is at risk (in particular, but not exclusively, if (i) the Customer suspends its payments, (ii) insolvency proceedings are instituted against the Customer's assets, a corresponding petition is filed or such proceedings are not instituted due to lack of assets, (iii) seizure or execution measures are initiated against the Customer; (iv) bill or cheque protests are filed; or (v) debit notes are returned, also to or against third parties), windream shall be entitled, at its option, to refuse performance of the Agreement until the agreed remuneration has been paid in advance or until adequate security has been provided. This shall also apply if the Customer is repeatedly in default of payment (at least in two (2) consecutive calendar months or in three (3) calendar months within a period of twelve (12) months) and thus there are reasonable doubts about the Customer's solvency or creditworthiness. The use of the Software will be allowed again, if and as far as the Customer has initiated the reminded payments and these have been credited to windream's account. All other rights of windream due to the Customer's default of payment shall remain unaffected.

7.9 If the Customer is in default with one or more due payments, windream may prohibit the use of the Software until all outstanding claims resulting from the business relationship have been settled. Furthermore, windream shall be free to provide future Services only against advance payment.

7.10 In all other respects, the statutory provisions shall apply in the event of default.

8. Intellectual Property Rights.

8.1 windream shall remain the owner of all copyrights and exploitation rights to the Software and the documentations, presentations as well as all illustrations, drawings, recordings and other documents, whether in written or electronic form, which have been created by windream or to which windream has corresponding rights of use and exploitation and which have been made available to the Customer in the course of the pre-contractual negotiations and the execution of the Agreement.

8.2 Insofar as windream provides Third Party Software, the Customer undertakes to use the Third Party Software exclusively in accordance with the respective applicable licence conditions of the manufacturer, which windream shall make known.

8.3 If the Software contains property right notices or other notices (collectively "Notices") which concern components of other suppliers or open source components and which windream must retain when distributing these products, windream shall separately notify the Customer thereof. At windream's discretion, the Notes may be left as follows: (i) by automatic integration in the Software or the installation details; (ii) in the program documentation; (iii) in the technical product documentation; (iv) in the readme or notice files; or (v) in a list attached as an appendix to the contractual documents. The instructions regarding these components must be followed. If Software is reproduced to the extent legally permissible, all references to the rights of third parties shall be reproduced at an appropriate place in the reproduction or the associated documentation and the associated source code (if such source code is provided) shall be included in such a way as complies with the respective notices and notes of the licensors of the component or as specified by windream.

8.4 If the Customer receives code licensed under SharpZipLib, Ms-PL, GPLv2, LGPLv2,1, GPLv3 and LGPLv3 in the form of binary files on physical media, he may request a copy of the source code for this purpose via windream according to the respective applicable regulations. The written request to windream shall include the following information: Name and version number of the licensed Software, name of the Customer, contact person at the Customer, postal and e-mail address. The Customer's request shall be made within three years from the date of the last delivery of the product.

8.5 If the Customer sends windream messages, comments, questions, suggestions or similar documents and information in any form ("Feedback"), which contain changes to the Software or the Services of windream, in particular suggestions for new functions or functionalities, the Customer shall grant windream the unrestricted, comprehensive rights of use and exploitation thereof by sending the Feedback. Upon windream's request, the Customer shall support windream in the further implementation of the feedback and, if applicable, of the Software at his own expense. At the same time, the Customer assures, unless expressly stated otherwise by the Customer, that no third party rights to the Feedback exist which prevent or restrict the use and exploitation of the Feedback as described above.

8.6 windream has no knowledge of any third party rights which prevent the use of the Software by the Customer in accordance with the terms and conditions of this EUSA. In case that a third party asserts a claim against the Customer due to its alleged violation of IP rights, windream will support Customer in the defence of asserted claims in accordance with the following provisions.

8.7 Customer is obliged to inform windream without undue delay about any claims asserted against it by a third party due to the alleged violation of its IP rights and forward all relevant information and data to windream needed to check and reject the asserted claims.

8.8 Should third parties assert a violation of their IP rights against the Customer, windream shall keep Customer harmless from all reasonable damages and costs, including court and settlement costs required by the Customer to reject the asserted claims, limited in amount to the statutory fees and costs (RVG). windream will support Customer in court or out-of-court settlements of such disputes with third parties, whereby the sole right of litigation as well as the right to conclude court and out-of-court settlements remains with windream. Any entitlement of Customer to receive a compensation from windream in connection with any such court or out-of-court settlement requires the prior consent of windream to such settlement.

8.9 If the infringement of a third party right is determined and if this leads to a restriction of the contractually agreed rights of the Customer, windream shall, at its sole discretion, either modify the Software in a way that the IP rights of the third party shall no longer be infringed whilst leaving the Software's usability generally unchanged, or shall remedy the situation by acquiring the necessary licences at its own expense for the benefit of the Customer.

8.10 A liability of windream according to the provisions of this regulation is excluded if the infringement of third party IP rights is due to a use of the Software which does not comply with the provisions of the EUSA or to unauthorized modifications of the Software by the Customer.

9. Confidentiality.

9.1 The Parties undertake (i) to treat as confidential all Confidential Information made available to them directly or indirectly in writing, orally or in any other way during the preparation and performance of the Agreement or otherwise becoming known to them; (ii) to use it exclusively for the performance of the Agreement, in particular not to publish it, not to apply for any industrial property rights in it or otherwise exploit it; (iii) not to disclose them to third parties or make them accessible in any other form; (iv) to protect them by taking all necessary precautions to prevent access

by third parties; (v) to make them accessible only to employees who are working in connection with the purpose of the Agreement and who have also been obligated to maintain the confidentiality described above. The parties shall ensure that this also applies in the event that the employees leave the employment relationship during the term and continued validity of the Agreement.

9.2 Affiliated Companies shall not be deemed third parties within the meaning of this provision. Confidential Information may only be disclosed to Affiliated Companies in the context of the initiation and execution of the Agreement and only if this is absolutely necessary for the execution of the Agreement and on the basis of further agreements reached (need-to-know principle).

9.3 The confidentiality obligations under this Agreement shall not apply if and to the extent that the party receiving the information proves that the information in question (i) was generally known prior to its disclosure or (ii) becomes generally known after its disclosure through no fault of the party receiving the information or (iii) was already in the possession of the party receiving the information prior to its disclosure or (iv) was or is lawfully obtained from a third party without restriction or (v) was independently developed by employees of the party receiving the information to whom the information was not disclosed. The confidentiality obligations shall also not apply if the party disclosing the information has waived the confidentiality obligation in writing.

9.4 The Confidential Information shall remain the sole property of the disclosing party. By this Agreement or the disclosure of the Confidential Information, the parties do not grant each other any rights, in particular no ownership rights, license rights, reproduction rights, rights of use or other industrial property rights or options to the Confidential Information, unless otherwise agreed in the Agreement.

9.5 Upon termination of the Agreement, the Parties shall, upon request of the disclosing Party, return all Confidential Information received and destroy all copies thereof. This shall not apply to Confidential Information which is stored as part of automatic data storage for the purpose of data backup in back-up systems of the receiving party exclusively intended for this purpose and which cannot be destroyed in isolation. The receiving party warrants, however, that it will neither access nor use the copies of such Confidential Information. This also excludes such Confidential Information that the receiving party must retain in order to comply with its legal or regulatory requirements.

This information must be deleted when the legal or regulatory obligation to retain it ends.

9.6 Neither party guarantees the other party the accuracy and completeness of the Confidential Information. The Parties do not assume any liability for the Confidential Information disclosed.

9.7 The parties undertake to treat the Confidential Information with the care they apply in their own affairs, but at least with the care customary in such affairs, in order to protect it from unauthorized disclosure or use. Liability for breaches of the duty of confidentiality and for consequential damages resulting therefrom shall be limited to the amount of the foreseeable damage. The aforementioned limitation of liability shall not apply to damages resulting from intentional or fraudulent conduct.

10. Condition, Guarantees, Modifications.

10.1 All information and data relating to the Services, in particular references to technical standards (e.g. DIN standards) as well as illustrations, drawings and technical information provided by windream in public, in particular in advertising, brochures or other documents, shall not be part of the agreed quality, unless they have been expressly agreed upon as quality specifications in the order confirmation or the special contractual provisions.

10.2 Warranties are only binding for windream if they are explicitly agreed upon and windream's obligations resulting from the warranty are specified in detail.

10.3 windream reserves the right to make changes and improvements to the Services, if the services of manufacturers, suppliers or subcontractors change and these changes do not result in any essential changes to the subject matter of the Services. Furthermore, windream reserves the right to make changes and improvements to the Services within the scope of technical further development or due to changed legal requirements, as far as they do not impair the usability of the Software and the Services for the contractually intended purpose and as far as they are reasonable for the Customer, taking into account the interests of the parties. windream will inform the Customer about the change or improvement in writing or in text form in advance.

11. Warranty, Liability.

11.1 In case of simple negligence, windream's liability for damages shall be limited to damages resulting from the violation of essential contractual obligations, the fulfilment of

which is a prerequisite for the proper performance of the Agreement and on the observance of which the Customer has regularly relied and may rely. In this case, liability is limited to the typical, foreseeable damage. This limitation of liability shall apply in the same way to damages caused by gross negligence of windream's employees or vicarious agents who are not organs or executive employees of windream.

11.2   Any liability of windream for immaterial, indirect or consequential damages, in particular for loss of profit, loss of revenue or loss of contracts, which are caused or arise due to windream's failure to comply with or fulfill its contractual obligations, shall be excluded.

11.3   In the cases of Clause 11.1, the limitation period shall be two (2) years from the time when the claim arose and the Customer became aware of the circumstance giving rise to the claim. Irrespective of the Customer's knowledge, the claim shall become time-barred three (3) years after the occurrence of the event giving rise to the claim.

11.4   Insofar as windream is liable according to these provisions, windream's liability shall be limited to the remuneration which the Customer has paid for the use of the Software in the last twelve (12) months prior to the damaging event.

11.5   The above limitations of liability shall apply to all claims for damages, irrespective of the legal grounds, with the exception of claims for damages by the Customer (i) due to intent, (ii) under the Product Liability Act, (iii) due to fraudulently concealed defects, (iv) due to defects for which a guarantee of quality has been given (in this respect the liability provision or limitation period resulting from the guarantee shall apply, if applicable), (v) due to injury of life, body or health or (vi) due to gross negligence of windream's organs or executives.

11.6   windream shall only be liable for the loss of data (i) within the scope of the above limitations of liability and (ii) if and to the extent that such loss could not have been avoided by reasonable, at least daily data backup measures taken by the Customer.

11.7   Insofar as windream offers subsequent performance, this shall not constitute an acknowledgement of a legal obligation to provide subsequent performance.

11.8   The Customer shall indemnify and hold windream harmless and defend windream against legal attacks of third parties in the following cases: (i) claims of third parties, e.g. Affiliated Companies, Authorised Users and Users (together "Third Parties"), which are asserted due to or in connection with (alleged) defects, malfunctions or any other non-performance of agreed services, unless windream is responsible for such defects, malfunctions or other non-performance; (ii) claims of Third Parties which are asserted due to or in connection with services which are not provided by windream according to the Agreement; (iii) claims of Third Parties which are asserted against windream in connection with a breach of the provisions of this Clause 11 by the Customer. The Customer shall bear all compensation, costs and expenses incurred by windream in this context.

12. Term and Termination.

12.1   The Agreement shall commence with the conclusion of the Individual Agreement, at the latest with the transfer of the Software by windream for use by the Customer.

12.2   Unless a different contract term results from the Individual Agreement, the initial contract term (the "Initial Contract Term") shall be one (1) year.

12.3   The Agreement shall renew for successive one (1) year terms (each a "Renewal Term") following the expiration of the Initial Contract Term unless terminated by either party upon three (3) months' notice at the end of the Initial Contract Term or each Renewal Term.

12.4   Either party may terminate the Agreement and any Individual Agreement entered into pursuant thereto if (i) the other party breaches any term or condition of the Agreement or the Individual Agreement and such breach cannot be cured within thirty (30) days after notice of such breach; (ii) the other party has ceased doing business; or (iii) the other party becomes subject to bankruptcy, insolvency, receivership, liquidation or assignment proceedings for the benefit of its creditors. The contractual or statutory rights to which the respective party is entitled shall remain unaffected by the issuance of an extraordinary notice of termination.

12.5   Upon termination of the Agreement, the Customer's right to use the Software shall end. The Customer undertakes to uninstall the provided Software, to terminate the use of the Software immediately, to delete the provided documentation and to return provided materials to windream. windream may request written confirmation of the fulfilment of these obligations.

13. Export Control.

13.1   The Customer is obligated to comply with all relevant export laws and regulations of the Federal Republic of Germany, the European Union, the United States of America as well as other export and import laws, regulations and ordinances applicable to the respective place of use of the software.

13.2   The Customer is solely responsible for compliance with the applicable import and export regulations.

14.   Privacy.

14.1   The parties warrant that the personal data collected in the course of the performance of the Agreement shall be processed at any time in accordance with the applicable statutory provisions and that each party has, to the extent required, in particular also obtained corresponding declarations of consent from its business partners and customers to the processing of data and the transfer of data to third parties on the part of the Customer, in particular also to windream.

14.2   The Customer has the right to obtain information about the stored personal data at any time and to request its correction. This includes the origin of the data as well as the recipients to which data has been forwarded. Requests for information should be addressed - stating the question as precisely as possible - to windream GmbH, Wasserstraße 219, 44799 Bochum, Germany, Tel.: +49 (0) 234 9734.0, E-Mail: datenschutz@windream.com windream will process the request as soon as possible and try to eliminate existing concerns.

14.3   The competent supervisory authority is the State Commissioner for Data Protection and Freedom of Information of North Rhine-Westphalia, www.ldi.nrw.de.

14.4   The processing of personal data shall be governed by a separate contract to be concluded between the Parties on the processing pursuant to the Agreement.

15.   Publications.

15.1   The Customer agrees that windream may advertise the cooperation of the parties in its marketing materials and in its online presence using the Customer's signs and trademarks. This includes, among other things, the (i) naming of the Customer in press releases describing the respective project.

15.2   After prior mutual agreement, the Customer also

permits windream (i) the preparation of user reports (success story) about the respective project and its publication, (ii) the naming of the Customer as a reference customer and (iii) the cooperation of the Customer in reference visits of further customers involving the employees of windream after prior mutual agreement.

15.3   The Customer may revoke this consent for the future at any time by written notice to windream.

16.   Subcontractor.

16.1   windream shall be entitled to use subcontractors for the provision of Services at its own discretion.

16.2   As far as windream is named as provider of the services in this EUSA or the Individual Agreement, this shall also include the provision of the Services by any subcontractors.

17.   Offsetting and Rights of Retention.

17.1   Offsetting or the exercise of a right of retention by the Customer due to disputed or not legally established claims is excluded.

17.2   The exercise of a right of retention by the Customer is also excluded to the extent that the counterclaims asserted are not based on the same contractual relationship.

18.   Assignment.

18.1   The Customer shall not assign its rights and obligations in whole or in part without windream's prior written consent.

18.2   This shall not affect the Customer's right to assign its rights and obligations to affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG). AktG. The Customer will inform windream of this at least in text form (e-mail is sufficient). windream will only withhold its consent for good cause.

19.   Electronic Communication.

19.1   To the extent permitted by law and unless otherwise agreed between the parties, the parties shall communicate electronically.

19.2   The above provision in Clause 19.1 shall not affect the right of the parties to send individual notices, e.g. reminders, by mail.

19.3   In order to ensure electronic communication, Customer undertakes to create the appropriate and customary technical conditions (e.g. PC or smartphone with Internet connection, provision of browser programs, establishment of an e-mail address that is always accessible) for electronic communication during the term of the contract and to ensure its accessibility using these media.

19.4   Customer is obliged to notify any changes to his data without delay. The Customer's inaccessibility as a result of changes to his data that have not been communicated or disruptions to the technical connections shall not prevent delivery. In the case of electronic transmission, delivery shall be deemed to have taken place on the day on which the message is sent, in the case of postal delivery on the 3rd day after dispatch.

20.   Final Provisions.

20.1   windream reserves the right to make changes and amendments to the EUSA, the Individual Agreement and the respective service descriptions, as far as they are beneficial for the Customer or reasonable for the Customer considering the legitimate interests of both parties. The current version of the EUSA is available at https://www.windream.com/legal.

20.2   Amendments and supplements to the EUSA and the Individual Agreement in accordance with the provisions of this EUSA shall be notified to the Customer in writing or by e-mail at least four (4) weeks before they come into force. They shall be deemed to be approved if the Customer does not object in writing or in text form within two (2) weeks after receipt of the notification. windream shall separately draw the Customer's attention to this legal consequence in the notification.

20.3   Insofar as this EUSA requires the written or text form, this also includes any form of electronic communication, in particular, but not exclusively, by e-mail.

20.4   All legal relations between windream and the Customer shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.5   The exclusive place of jurisdiction for all disputes arising from or in connection with the EUSA and the Individual Agreements shall be windream's registered office.

20.6   Place of performance shall be the registered office of windream.

20.7   If any provision of this EUSA is or becomes invalid or unenforceable, or if the parties determine that the EUSA contains a gap, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision shall apply. This shall, as far as legally possible, come as close as possible to what the parties would have intended if they had considered the point when concluding the Agreement or subsequently including a provision. In such a case, the parties shall agree on a valid or enforceable provision or a provision to fill the gap that comes as close as possible in economic and legal terms to the meaning and purpose of the agreement that the parties intended at the time of signing.