

Terms and Conditions ATIX AG (License, Maintenance and Support Conditions)

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Please note:

The following terms have the meaning used in these Terms and Conditions: "Provider" means ATIX AG, Parkring 15, 85748 Garching bei München, Germany; "Customer" means an independent individual or company that has placed an order with the provider for the delivery of goods, services, or both goods and services.

The English version is a courtesy translation only. Only the German version is binding.

1. Regulations for all types of contracts

1.1. Offer and acceptance

1.1.1. Objects (e.g. proposals, test programs, concepts) provided to the customer by the provider in advance of the contract are the intellectual property of the provider. These may not be duplicated and may not be made accessible to third parties. If no contract is concluded, they must be returned or deleted and may not be used. In all other respects, the regulations of these ATIX Terms of Contract shall also apply to the pre-contractual obligation.

1.1.2. The provider can accept offers from customers within four weeks. Offers of the provider are subject to change.

1.1.3. Guarantees require the express and written confirmation by the management of the supplier. If the customer also uses general terms and conditions, the contract is concluded even without express agreement on the inclusion of general terms and conditions. Insofar as the various General Terms and Conditions of Business coincide in terms of content, they shall be deemed to be agreed. Conflicting individual provisions shall be replaced by the provisions of dispositive law. The same shall apply in the event that the customer's terms and conditions contain provisions that are not included in these terms and conditions. If these terms and conditions contain provisions that are not contained in the customer's terms and conditions, these terms and conditions shall apply.

1.2. Service provision, service deadlines

1.2.1. The customer bears the project and success responsibility. The provider shall render the contractually agreed service in accordance with the principles of proper professional practice.

1.2.2. Proper data backup is the responsibility of the customer.

1.2.3. The customer specifies the task. On this basis, the performance of the task shall be planned according to the customer's specifications, insofar as contractually agreed. The provider may submit a written concept for this purpose.

1.2.4. Insofar as the services are rendered at the customer's premises, the provider alone shall be authorized to issue instructions to its employees. The employees shall not be integrated into the customer's operations. The customer may only give instructions to the provider's project coordinator, not directly to the individual employees.

1.2.5. The customer bears the risk as to whether the services ordered meet their requirements and needs. In case of doubt, the customer shall seek advice in due time from employees of the provider or from competent third parties.

1.2.6. The provider decides which employees it uses and reserves the right to replace them at any time. He may also use freelancers and other companies within the scope of order fulfillment.

1.2.7. Unless otherwise agreed, the place of performance shall be the registered office of the provider.

1.2.8. Fixed performance dates shall be agreed exclusively expressly in documented form. The agreement of a fixed performance date shall be subject to the proviso that the provider receives the services of its respective upstream suppliers and subcontractors in due time and in accordance with the contract.

1.3. Remuneration and terms of payment

1.3.1. Unless otherwise agreed, remuneration shall be calculated on a time and material basis at the provider's prices generally applicable at the time of conclusion of the contract. Remunerations are in principle net prices plus legally applicable value added tax.

1.3.2. The permanent update of delivered/provided software is not included in the price without express agreement. This is agreed in writing in a separate maintenance contract between supplier and customer.

1.3.3. All invoices are to be paid in full no later than 14 calendar days after receipt. Cash discount is not granted.

1.3.4. In the event of the customer's economic inability to fulfill its obligations to the provider, the provider may terminate existing exchange contracts with the customer by rescission, continuing obligations by termination without notice, even if the customer files for insolvency. § 321 BGB and § 112 InsO remain unaffected. The customer shall inform the provider in writing at an early stage of any impending insolvency.

1.3.5. Billing shall be based on time and material and shall be subject to the submission of the provider's usual activity reports. The customer may object to the stipulations made therein in writing within two weeks. After expiration of these two weeks without objections by the customer, the activity statements shall be deemed accepted.

1.3.6. Travel times, travel expenses and subsistence costs are calculated depending on the provider's Employee's place of business. Travel times and costs are incurred when traveling between the employee's place of business and the customer's respective place of operation or between different places of operation of the customer.

1.4. Disruptions in the provision of services

1.4.1. If a cause for which the provider is not responsible, including strike or lockout, impairs compliance with deadlines ("disruption"), the deadlines shall be postponed by the duration of the disruption, if necessary, including a reasonable restart phase. A contractual partner shall immediately inform the other contractual partner of the cause of a disruption occurring in its area and the duration of the postponement.

1.4.2. If the effort increases due to a disruption, the provider may also demand payment for the additional effort, unless the customer is not responsible for the disruption and its cause is outside

their area of responsibility. In the event of cancellation by the customer, the following processing or cancellation fees shall apply, unless the customer can prove that no damage or significantly lower damage was incurred by the provider:

- up to 6 weeks before the start of the event, half of the total gross order volume;
- up to 2 weeks before the start of the event two thirds of the total gross order volume;
- if less than 2 weeks before the start of the event, the full fee is due.

1.4.6. The provider reserves the right to cancel events for good cause (e.g. illness of the speaker or other hindrance through no fault of the provider). In these cases, the provider will not assume any travel and accommodation costs, or expenses incurred due to loss of work.

1.4.7. If the customer can withdraw from the contract due to improper performance by the provider and/or claim damages instead of performance or claims such, the customer shall declare in writing at the request of the provider within a reasonable period of time whether it asserts these rights or continues to wish the performance of the service. In the event of a withdrawal, the customer shall reimburse the provider for the value of previously existing possibilities of use; the same shall apply to deteriorations due to intended use.

1.4.8. If the provider is in default with the provision of the service, the customer's compensation for damages and expenses due to the default shall be limited to 0.5% of the price for the part of the service that cannot be used due to the default for each full week of the default. The liability for delay is limited to a maximum of 5% of this price in total. This shall not apply if a delay is due to gross negligence or intent on the part of the provider.

1.4.9. In the event of a delay in performance, the customer shall only have a right of withdrawal within the framework of the statutory provisions if the provider is responsible for the delay. If the customer justifiably claims damages or reimbursement of expenses in lieu of performance due to the delay, the customer shall be entitled to demand 1% of the price for the part of the performance that cannot be used due to the delay for each full week of the delay, but no more than a total of 10% of this price.

1.5. Software for test and demonstration purposes

1.5.1. If software is handed over to the customer for demonstration and test purposes, the software remains the property of the provider and the rights of use are only agreed as a simple right of use for the time of the agreed test or demonstration period, a maximum of 3 months from handover. In the case of free test installations or demonstration versions, the provider shall only be liable for intent and gross negligence. Technical protection devices may not be circumvented.

1.6. Definitions

1.6.1. Free Software in the sense of these ATIX Terms of Contract is a software program consisting of so-called free or open-source software originating from third parties or the provider.

1.6.2. Definitions:

- Patch
Modification of software with the aim of solving a specific problem.

- Travel expenses
Expenses incurred by the provider for travel to and from the place of the agreed service, which are usually not part of the costs for staff deployment. Expenses can be: Travel costs, accommodation allowance, ancillary travel costs, etc.
- Property rights
Industrial property rights or copyrights.
- Workaround
Temporary bypass of a bug in the software without intervention in the code (source code or executable code).
- Update
Change to software that extends the functionality of the overall system. Updates usually include patches.

1.7. Ranking, exchange ratio

1.7.1. In interpreting this Agreement, the following documents shall apply in the aforementioned

Order:

- The contract together with annexes.
- These contractual terms and conditions, Sections 2 to 4.
- These terms of contract number 1.
- The regulations of the German Civil Code (BGB) and the German Commercial Code (HGB), for the free software the gift law of the German Civil Code (BGB) applies in deviation from the purchase law of the BGB.
- Further legal regulations.
- The performance obligation to the respective negotiated concrete determination.
- In the event of contradictions, the first-mentioned provisions shall always take precedence over the last-mentioned provisions.
- Gaps are filled by the respective subordinate provisions.
- In the case of agreements in chronological order, the more recent shall take precedence over the older.
- With the present contract, services are exchanged. This does not establish a relationship under company law between the provider and the customer.

1.8. Cooperation obligations of the customer

1.8.1. The customer shall support the provider in the provision of the contractual services to a reasonable extent.

1.8.2. Proper data backup is the responsibility of the customer. Proper data backup includes all technical and/or organizational measures to ensure the availability, integrity, and consistency of the IT systems including the data, programs, and procedures stored on these IT systems and used for processing purposes. Proper data protection means that the measures taken, depending on the data sensitivity, ensure an immediate or short-term restoration of the state of systems, data, programs, or procedures after a recognized impairment of the availability, integrity, consistency, and availability of the IT systems, data, programs, or procedures, or consistency due to a damaging event; the

measures shall include at least the production and testing of the reconstructability of copies of the standard software, data and procedures in defined cycles and generations.

1.8.3. When transcribing, isolating, identifying, and reporting errors, the customer must follow the instructions given by the provider.

1.8.4. The customer shall report malfunctions in writing in a comprehensible and detailed form, stating all information relevant for the detection and analysis of the malfunction. In particular, the work steps that led to the occurrence of the malfunction, the appearance, and the effects of the malfunction shall be indicated. The customer shall ensure that expert personnel are available to support the provider.

1.8.5. During necessary test runs, the customer shall be personally present or shall assign competent employees for this purpose who are authorized to judge and decide on errors, function extensions, function shortenings as well as changes to the program structure. If necessary, other work with the computer system must be stopped during the time of the maintenance work.

1.8.6. The customer appoints a responsible contact person. This contact person can make binding decisions for the customer or bring them about immediately and is authorized to make legal declarations in connection with the ATIX Terms of Contract. The contact person is available to the provider for necessary information.

1.8.7. Unless otherwise agreed, the customer shall additionally store all documents, information and data handed over to the provider on its premises in such a way that they can be reconstructed in the event of damage to or loss of data carriers.

1.8.8. The provider may demand additional compensation for its expenses to the extent that:

- He acts on the basis of a report without there being a defect, unless the customer could not with reasonable effort recognize that there was no defect.
- A reported fault is not reproducible or otherwise provable by the customer as a defect.
- Additional expense incurred due to failure to properly fulfill the customer's obligations.

1.9. Assignment of rights

1.9.1. The customer may assign rights under the contract to third parties only with the prior consent of the provider.

1.9.2. The provider shall be entitled to transfer all obligations and rights to which it is entitled under the contracts to third parties. He will ensure that the customer does not suffer any disadvantages as a result.

1.9.3. The provider is further entitled to have all obligations fulfilled by third parties on behalf. In this case, the provider shall continue to guarantee the proper fulfillment of its contractual obligations to the customer as a contractual partner, and the customer shall accept the service provided as a service of the provider.

1.10. Confidentiality, duties of care, duties to provide information, rights of control

1.10.1. Both contracting parties mutually undertake to keep secret from third parties any know-how and trade secrets which they learn about each other during the performance of this contract and any know-how which is not generally known and to oblige their employees accordingly.

1.10.2. The customer shall keep the delivered original data carriers in a place secured against unauthorized access by third parties and shall emphatically instruct their employees to comply with the ATIX contractual conditions as well as the regulations of the copyright.

1.10.3. The customer is not allowed to remove protection mechanisms or protection routines from the program codes.

1.10.4. In order to control the compliance with the ATIX contract conditions, the provider is entitled to an inspection right once a year.

1.11. Reservation of ownership

1.11.1. In the case of proprietary software, the supplier retains ownership of the software delivered to the customer until full payment of all claims existing at the time of delivery or arising later from this contractual relationship; in the case of payment by check or bill of exchange, until they are honored.

1.11.2. In the event of payment arrears on the part of the customer for which the provider is responsible, as well as in the event of a significant breach of duties of care or custody, the assertion of the retention of title by the provider shall not be deemed to be a withdrawal from the contract, unless the provider expressly notifies the customer of this. Upon assertion of the retention of title by the provider, the customer's right to further use the software shall expire. All program copies made by the customer must be handed over or deleted.

1.12. Liability

1.12.1. The customer's claims for damages or reimbursement of futile expenses shall be governed by Clause 1.12 without regard to the legal nature of the claim.

1.12.2. The provider shall be liable without limitation for damages resulting from injury to life, body or health caused by a negligent breach of duty by the provider or an intentional or negligent breach of duty by a legal representative or vicarious agent of the provider.

1.12.3. In the case of other liability claims, the provider shall be liable without limitation only in the absence of the guaranteed quality and for intent and gross negligence also of its legal representatives and executive employees. The provider shall only be liable for the fault of other vicarious agents to the extent of the liability for slight negligence according to section 1.12.4.

1.12.4. The provider shall only be liable for slight negligence if an obligation is breached, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation). In the event of a breach of a cardinal obligation, liability shall be limited to five times the rental fee or

the monthly fee, if a monthly fee has been agreed, as well as to damages that can typically be expected to occur.

1.12.5. Liability for data loss shall be limited to the typical recovery costs that would have been incurred if back-up copies had been made regularly and in accordance with the risk.

1.12.6. The above provisions shall also apply in favor of the provider's employees.

1.12.7. The liability according to the product liability law remains unaffected (§ 14 ProdHG).

1.13. Duty to examine and reprimand

1.13.1. The customer shall inspect delivered software including the documentation within 8 working days after delivery, in particular with regard to the completeness of the data carriers and manuals as well as the functionality of basic program functions. Defects that are found or can be found in this process must be reported to the provider in writing within a further 8 working days. The notice of defects must include a description of the defects to the best of the provider's ability.

1.13.2. Defects which cannot be detected within the scope of the proper inspection described must be notified within 8 working days after discovery in compliance with the notification requirements set out in Clause 1.13.1.

1.13.3. In the event of a breach of the duty to inspect and give notice of defects, the software shall be deemed to have been approved in view of the defect in question.

1.14. Third-party property rights

1.14.1. The provider has verified that the Software is free of third-party rights that restrict or exclude use in accordance with the contractually agreed scope at the time the contract is concluded.

1.14.2. The customer shall not remove existing markings, property right notices or proprietary notices of the provider in the software and on the hardware, but shall also include them in copies made, if applicable. The provider shall indemnify the customer against all claims of third parties against the customer arising from the infringement of property rights in programs developed and provided by the provider in their contractual version. The occurrence of this liability requires that the customer does not make any written or oral statements to the third-party about the infringement of property rights, in particular does not acknowledge any rights or facts and does not assume any liability. In addition, the customer may not combine the software with third-party software without the prior written consent of the provider and in no case have used the software contrary to its intended purpose.

1.14.3. The provider shall be entitled to carry out any necessary software or hardware changes at the customer's premises at its own expense on the basis of third-party property right claims. The customer cannot derive any contractual rights from this. The customer shall inform the supplier immediately and in writing if he is made aware of any infringement of industrial property rights and copyrights by a product supplied by the supplier.

1.15. Delivery

1.15.1. Both contractual partners undertake to inform the other contractual partner immediately of any changes of address/fax number. A legal act shall be deemed to have been performed if it has demonstrably been sent by a contractual partner to the above-mentioned address/fax number or to an updated address/fax number and could not be received there because the address/fax number has changed in the meantime and notification of this has not been made.

1.16. Applicable law

With regard to all legal relationships arising from this contractual relationship, the contracting parties agree that the laws of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

1.17. Jurisdiction

1.17.1. If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Munich is agreed as the place of jurisdiction for all disputes arising in the course of the execution of this contractual relationship.

1.18. General contractual provisions

1.18.1. Verbal collateral agreements have not been made by the contracting parties. Subsequent supplements or amendments to the concluded agreements must be made in writing. A verbal waiver of the written form is excluded.

1.18.2. The contract shall remain binding in its remaining parts even if individual provisions are legally invalid. This shall not apply if adherence to the contract would represent an unreasonable hardship for one party.

1.18.3 If contractual documents of ATIX are used in a language other than German and no special agreements have been made in these individual documents, only the respective original document in German language is legally effective in any case.

1.19. Unit of measurement and acquisition requirements for ATIX software

1.19.1. ATIX sells Subscriptions that entitle the customer to receive Software, Software Maintenance and/or Support from ATIX during the term of the Subscription (generally one year or three years). In the appendix to these ATIX contract conditions (appendix support model orcharhino) the "Subscription Services" provided by ATIX are described.

1.19.2. The number of required Subscription Units is defined by the number of systems (physical or virtual server) on which ATIX Software is deployed, installed, used or executed. One Subscription Unit is required per system.

1.19.3. The customer is obliged to notify ATIX (or business partners from whom the customer has purchased the software, software maintenance or support) immediately if the actual number of units of software, software maintenance or support used by the customer exceeds the number of units for which the customer has paid the respective fees. Customer shall include in its notice the number of additional Units and the respective date on which such Units were first used. ATIX (or its business partners) will invoice Customer for the applicable Units, and Customer will be obligated to pay for such Units no later than thirty (30) days after the date of the invoice.

1.19.4. ATIX or ATIX's designated representative shall have the right during the term of the Agreement and for one (1) year thereafter to inspect the customer's facilities and records to determine whether the Agreement is being complied with by the customer. Such inspection shall take place only during the customer's normal business hours and shall be announced in writing by ATIX at least ten (10) days in advance. ATIX shall notify Customer of any non-compliance, specifying the number of unreported Software, Software Maintenance and Support Units. From the date of such notice, Customer shall have fifteen (15) days to make payments to ATIX for the applicable Software, Software Maintenance and Support provided for unreported units. In addition, if the number of unreported units used by Customer exceeds the number of units paid by Customer by more than five percent (5%), Customer shall pay to ATIX the cost of such review.

2. Regulations for licenses

2.1. System requirements

2.1.1 For the use of the software, the system requirements published by the provider must be met by the customer. Otherwise, error-free use of the software is not possible.

2.2. Contract terms for free software

2.2.1 Some individual packages are free software, if this is expressly indicated by the provider. Such software is subject to licensing conditions that permit, among other things, free modification, copying and distribution. The license conditions of the free software apply to the customer and must be observed by him.

2.2.2 The provider is entitled, insofar as the license conditions of the free software permit, to offer individual packages and software both as free software and as proprietary software. The respective contractual conditions to which reference is made in the context of the contract shall then apply.

2.2.3 With a license the provider grants the customer the right to use the software within the scope of the license itself and within the scope of these ATIX contract conditions. The license conditions of the free software are not limited or changed by this license agreement. All additional rights to individual packages, which result from the license conditions to these packages, are expressly not limited by this. Additional rights are not granted.

2.2.4 Any use of the Free Software contrary to these ATIX Terms and Conditions immediately terminates the rights of use of the offending party.

2.2.5 Die The liability and warranty of the provider are limited to intent and gross negligence.

2.3. Rights of use for non-free ATIX software

2.3.1 The customer may reproduce the Software that is not free software pursuant to Section 1.6.1 to the extent that the respective reproduction is necessary for the use of the Software. Necessary reproductions include in particular the installation of the software from the original data carrier to the mass storage of the hardware used as well as the loading of the software into the working memory.

2.3.2 In addition, the customer may make a copy for backup purposes. However, in principle only one backup copy may be made and kept. This backup copy shall be marked as such of the software and shall be provided with the manufacturer's sticker enclosed with the program documentation.

2.3.3 If, for reasons of data security or to ensure a quick reactivation of the computer system after a total failure, the regular backup of the entire data stock including the computer programs used is indispensable, the customer may make backup copies in the number that is absolutely necessary. The data carriers concerned shall be marked accordingly. The backup copies may only be used for purely archival purposes.

2.3.4 The customer is obliged to prevent unauthorized access by third parties to the software as well as the documentation by taking suitable precautions. The delivered original data carriers as well as the backup copies shall be kept in a place secured against unauthorized access by third parties. The customer's employees shall be emphatically instructed to comply with the present ATIX contractual terms and conditions as well as with the provisions of the copyright law.

2.3.5 The customer is not allowed to make further copies, which also includes the output of the program code to a printer.

2.3.6 The customer may use the software on any hardware available to him. However, if the customer changes the hardware, he must delete the software from the hardware previously used.

2.3.7 Simultaneous storage, stocking or use on more systems than licensed is not permitted. If the customer wishes to use the software on more than one system at the same time, for example on more than one server or in more than one virtual instance, he must purchase the corresponding number of licenses. If the license limits the number of systems or users accessing the software or the number of systems or users managed by the software, the same shall apply.

2.3.8 The customer may not use the software in medical areas, power plants or in the area of traffic engineering without special written permission of the provider. The provider expressly points out that the Software is not suitable for use in systems on which the preservation of human life depends with regard to stability and reliability properties.

2.3.9 The retranslation of the program code provided into other code forms (decompilation) as well as other types of reverse engineering of the various production stages of the software, including program modification, are permissible for the customer's own use, in particular for the purpose of eliminating errors or expanding the scope of functions. The customer's own use within the meaning of this provision includes in particular the customer's private use. In addition, the customer's own use shall also include use for professional or commercial purposes, provided that it is limited to the customer's own use or that of its employees and is not intended to lead to commercial exploitation in any way.

2.3.10 The relevant actions under the preceding paragraph may only be entrusted to commercially operating third parties who are in a potential competitive relationship with the provider if the provider does not wish to make the desired program changes in return for an appropriate fee. The provider shall be granted a sufficient period of time to review the transfer of the order and shall be informed of the name of the third-party.

2.3.11 Insofar as the aforementioned actions are undertaken for commercial reasons, they are only permissible if they are indispensable for the creation, maintenance or functioning of an independently created interoperable program and the necessary information has also not yet been published or is otherwise accessible, for example can be requested from the provider. Copyright notices, serial numbers, and other features serving to identify the program may not be removed or changed under any circumstances. The same applies to the suppression of the screen display of corresponding features.

2.3.12 The customer may permanently sell or give away the software including the user manual and other accompanying material to third parties, provided that the acquiring third-party agrees to the continued validity of these ATIX Terms and Conditions also towards him. In case of passing on, the customer has to hand over all program copies including possibly existing backup copies to the new

customer or to destroy the copies not handed over. As a result of the transfer, the right of the old customer to use the program expires. He is obliged to inform ATIX about the name and address of the new customer.

2.3.13 The customer may transfer the software including the user manual and other accompanying material to third parties for a limited period of time, provided that this is not done by way of renting for commercial purposes or leasing and the third-party agrees to the continued validity of these ATIX Terms and Conditions also towards him and the transferring customer transfers all program copies including any existing backup copies or destroys the copies not transferred. For the time of the surrender of the software to the third-party the surrendering customer has no right to use the program himself. Renting for commercial purposes or leasing is not permitted.

2.3.14 The customer may not provide the software to third parties if there is reasonable suspicion that the third-party will violate the terms of the contract, in particular make unauthorized copies. This shall also apply with regard to employees of the customer.

2.3.15 The customer is not allowed to remove protection mechanisms or protection routines from the program codes. Regardless of the value of the provided software, the customer is obliged to notify the provider in writing of the removal of a protection mechanism for monitoring compliance with the ATIX contractual conditions from the program code.

2.4. Claims for defects

2.4.1 Defects of the delivered ATIX software (material defects and defects of title) including the manuals and other documents will be remedied by the supplier within the defect liability period of one year starting with the delivery after corresponding notification by the customer. This shall be done at the supplier's option by removal of the defect (subsequent performance) or by delivery of a defect-free Software and/or other ATIX documents (replacement delivery). If the software must be returned to the provider for the purpose of supplementary performance or replacement delivery, the customer shall bear the transport costs incurred for this.

2.4.2 In all other respects, the statutory provisions on claims for defects shall apply.

2.5. Third Party Software License Terms

2.5.1 Insofar as third-party software is used, express reference is made to the respective license terms of the third-party provider. The provider shall provide these license terms in advance upon request. A change of the license conditions of third parties is not made by this license agreement and is not intended.

2.6. Duration of the rights of use

2.6.1 Unless otherwise contractually agreed, the rights of use are granted to the customer for an indefinite period of time.

2.6.2 The right of the customer to use the software and the accompanying material expires, if the customer violates the ATIX contract conditions specified in this contract.

2.6.3 In case of termination of the contract, the customer is obliged to return the original data carriers and all copies of the data carriers as well as to remove the software and all files created with its help on the computer unit so completely that they cannot be recovered.

2.6.4 The proper use of the software and the accompanying material is a condition for the rights of use granted according to these ATIX Terms of Contract. If the customer violates this, their right of use ends without the need to terminate the contract.

3. Regulations for software maintenance - orcharhino

3.1. Subject of the contract, definitions

3.1.1 Software maintenance is included in an orcharhino Subscription that includes software maintenance services.

3.1.2 The provider shall take over the maintenance of the Software on the hardware, hardware platform or virtual platform specified in more detail in the contract form, if applicable, for the contractually agreed term. The version of the software agreed in this contract shall be maintained, taking into account the previous maintenance services provided up to the time of the current maintenance service.

3.1.3 If the customer does not use the software in accordance with the system environment, he shall not be entitled to any agreed maintenance services. System environment is the hardware/virtual platform specified by the provider that is required for the software to run.

3.1.4 If the customer does not use the software in accordance with the usage rights agreements of the software transfer contract (license agreement), he is not entitled to the maintenance services.

3.1.5 The provider shall be notified in writing of the change of installation and installation location. Additional costs arising from the change of the installation location shall be borne by the customer.

3.1.6 Maintenance of computer hardware is not covered by this contract.

3.2. Software maintenance services

3.2.1 Software maintenance includes the provision of patches and updates, but not installation of software, patches or updates and no support and consulting services. Such services can be obtained from the provider via separate agreements.

3.2.2 The provider shall provide the customer with certain new versions of the maintenance software in order to keep it up to date and to prevent malfunctions. For this purpose, the provider shall provide the customer with updates of the maintenance software with technical modifications and improvements as well as minor functional extensions and improvements. Furthermore, the provider shall provide the customer with patches with corrections to the maintenance software and other workarounds for possible malfunctions. These new versions of the Maintenance Software are collectively referred to as "New Versions". In addition, ATIX may from time to time provide upgrades with significant functional enhancements or successor products, which the customer may use within the scope of their license agreement concluded with ATIX, provided that he has a current Maintenance Agreement. In individual cases the right to use upgrades or new versions may be excluded.

3.2.3 The Supplier shall make the new versions of the software available to the customer. The customer shall examine new versions without undue delay and shall immediately give notice of any recognisable defects, for which § 377 HGB (German Commercial Code) shall apply accordingly. Faults and defects shall be treated and reported according to these ATIX contractual conditions. As far as

the supplier has provided the customer with a new version, he shall also continue to maintain the previous version for a reasonable transition period, which as a rule shall not exceed three months. Due to the new versions the customer shall only have claims for defects if reported defects are reproducible or otherwise provable by the customer.

3.2.4 The provider's care services include the following services in detail:

- The services to be provided by the provider shall include the provision of patches and updates to the customer during the term of the contract. The provider shall provide patches to the customer when they are available at the customer's premises ready for use and tested. The customer has no claim to patches and/or updates being provided at or within specific time periods.
- The provider shall use its best efforts to provide patches to correct serious errors in the Software. However, the customer expressly acknowledges that no specific response time and/or no regular intervals for the release of updates or patches are promised with this Maintenance Agreement. The customer shall have no claims based on a delay in the provision of updates or patches. The customer acknowledges that patches and updates can only be tested by the provider for standard installations. In particular, no side effects can be tested that have been carried out by modifying packages or manually changing configuration files past the mechanisms provided by the software. A promise that a particular patch or update will leave the functioning of the software unchanged in every situation is expressly not given.
- The provider shall make patches and/or updates available to the customer by providing them on a server accessible via the Internet. With each patch and/or update, the customer will receive instructions describing the installation. The dispatch of installation media in which the patches and/or updates are integrated shall only take place on request and for an additional fee.

3.2.8 The provider's contractual care services do not include the following:

- Consultations with the client.
- Maintenance services that become necessary due to the use of the software on another hardware system/virtual system or under another operating system.
- Maintenance services following an intervention by the customer in the program, parts of the program or the program code of the software. Intervention is, among other things, the non-functional use of the program or user errors.
- Maintenance services with regard to the cooperation of the contractual software with other computer programs which are not the subject of the maintenance contract.
- Service and/or installation and travel expenses on site at the customer's premises. On-site maintenance services shall be remunerated in accordance with the current price list.
- Obligation to analyze and eliminate problems for all previous program corrections after delivery of a new program correction. Maintenance services do not replace training and instruction in the program.

3.2.9 The provider shall grant the customer a right of use to the programs or program parts delivered as an update/patch in fulfillment of this Agreement to the extent of the right of use to the program with which they are intended to be used or which they are intended to replace.

3.2.10 The right to use the programs that are technically replaced by the delivered programs expires within two weeks after the customer productively uses the delivered programs, but no later than one calendar month after receipt of the delivered programs by the customer.

3.2.11 Unless otherwise contractually agreed, the following shall apply to the hotline: The hotline shall accept inquiries via the ticket system during the provider's normal business hours. The hotline shall process proper inquiries in the normal course of business and answer them as far as possible. The hotline may refer to documentation and other training resources for the maintenance software available to the customer for the purpose of answering. If it is not possible for the hotline to respond or to respond in a timely manner, the provider shall forward the inquiry for processing, in particular inquiries regarding maintenance software not produced by the provider. Further services of the hotline, such as other response times and deadlines as well as on-call services or on-site assignments of the provider at the customer's premises shall be expressly agreed upon in advance.

3.3 Remuneration

3.3.1 The annual care fee applies regardless of whether and how often the services are used in accordance with the contractual agreements. After one year, the provider can adjust the care fee to the general price development. If the increase in the care fee is more than 10%, the customer may terminate the contractual relationship.

3.3.2 The provider is entitled to terminate the care contract without notice if the customer is more than one month in arrears with the payment of the care fee. This also applies if insolvency proceedings have been opened against the customer's assets or an application for the initiation of insolvency proceedings has been filed.

3.4. Contract term and notice periods

3.4.1 Unless otherwise contractually agreed, the care contract is concluded for a period of one year. It is automatically renewed for another year if it is not terminated in writing with a notice period of 3 months to the end of the respective contract term.

3.4.2 The right to terminate for cause without notice remains unaffected.

3.4.3 Notice of termination must be given in writing. If the notice of termination is sent by registered mail, this registered mail shall also be deemed to have been received if an attempt at delivery has been fruitless and a delivery message has been left for the recipient.

3.5. Legal consequences in the event of default

3.5.1 If the maintenance service is not provided in accordance with the contract and the provider is responsible for this, he is obliged to provide the maintenance service in accordance with the contract within a reasonable period of time without additional costs for the customer. The prerequisite is a complaint by the customer, which must be made immediately, at the latest within 2 weeks after knowledge. If the contractual provision of the maintenance service is not successful in essential parts for reasons for which the provider is responsible, even within a reasonable grace period to be expressly set by the customer, the customer shall be entitled to terminate this contract without notice.

3.5.2 In the event of termination without notice pursuant to Section 3.5.1, the provider shall be entitled to remuneration for the services provided up to the effective date of termination. The remuneration shall only be waived for those services for which the customer proves within 4 weeks after the declaration of termination that they are not usable and of no interest to him.

3.5.3 The right to extraordinary termination for another important reason remains unaffected. In this case, the provider shall be entitled to remuneration for the services provided until the termination takes effect. The remuneration shall only be waived for those services for which the customer demonstrates within 4 weeks after declaration of termination that they are of no interest to him.

3.6. Additional services

3.6.1 If a maintenance service provided due to a malfunction report does not fall under the provider's contractually owed service obligation, the provider shall be entitled to remuneration in accordance with its currently valid price list.

3.6.2 At the customer's request, the provider shall perform maintenance services not covered by the contract within the scope of what is reasonable in return for reasonable remuneration, insofar as these can be performed within the scope of the provider's normal business operations.

4. Support regulations - orcharhino

4.1. Reference to point 3

4.1.1 The provisions set forth in Clause 4 shall apply to support services. In addition, the provisions of Clause 3 shall apply if no special provisions have been agreed in Clause 4.

4.2. Subject of the contract

4.2.1 Support is included in an orcharhino subscription that includes support services.

4.2.2 The provider shall, if contractually agreed, provide support for the agreed duration on the hardware or hardware platform or virtual system platform for defined software components, as the case may be, specified in more detail in the contract form. A prerequisite for the conclusion of a support contract is the prior conclusion of a manufacturer maintenance contract (with, for example, the right to obtain program updates from the manufacturer that serve as the basis for the support activities of the provider) for the systems covered by this support contract. Without a corresponding maintenance contract, the customer is not entitled to the support services according to this contract. Support Services shall be provided for the version of the Software agreed in this Agreement, considering the previous Maintenance Services delivered up to the date of the current Support Service.

4.2.3 If the customer does not use the software in accordance with the system environment, he shall not be entitled to any agreed support services. System environment is the hardware/virtual platform specified by the provider that is required for the software to run. If the customer does not use the software in accordance with the usage right agreements of the software transfer contract, he is not entitled to the support services.

4.2.4 The provider shall be notified in writing of the change of installation and installation location. Additional costs arising from the change of the installation location shall be borne by the customer.

4.2.5 Maintenance of computer hardware is not covered by this Agreement.

4.3. Support-Services

4.3.1 The customer may submit support requests via ticket system to the provider at any time during the contract period. In the case of Standard Support (9x5), support requests will be processed on the business days applicable in 85748 Garching, Federal State of Bavaria (but not on 12/24 and 12/31), Mondays through Thursdays from 9:00 a.m. to 6:00 p.m. and Fridays from 9:00 a.m. to 4:00 p.m.. In case of Premium Support (24x7) Severity 2-4, support requests will be processed on the working days applicable in 85748 Garching, Federal State of Bavaria (but not on 24.12. and on 31.12.), Mondays to Thursdays from 9:00 am to 6:00 pm and Fridays from 9:00 am to 4:00 pm. In case of Premium Support (24x7) Severity 1, support requests are processed Monday through Sunday, but not on 12/24 and 12/31.

4.3.2 The support is limited to certain functional areas and features of the software. The provider shall provide the customer with a catalog of the functional areas and features supported by the Support. The provider can support different functional areas and features of the software products

within the scope of different support offers. For orcharhino products, all functional areas and features are supported in each case, which are marked in green in the official orcharhino product feature matrix.

4.3.3 Support requests can be made at any time via the ticket system. The support request is submitted by a named employee of the customer. This customer employee is then the contact person for the provider in the context of further communication regarding the support request. If the support request is submitted by another, non-designated employee of the customer, the provider is not obliged to process the request.

4.3.4 The provider will contact the customer within the contractually defined response time by a support employee and process the request. The response time is the period of time between the receipt of the request, depending on the support level interrupted by the times when ticket system-based support is not booked, and the first contact by a support employee of the provider with the customer. If no response time has been agreed upon, the default response time is three business days. The processing of a request may consist of submitting a solution proposal (including a reference to information available to the customer with a solution proposal), obtaining further information or informing the customer that a problem cannot be solved.

4.3.5 The provider contacts the customer via the ticket system.

4.3.6 The support language is German.

4.3.7 Provider's contractual support services do not include:

- The guarantee, obligation, and responsibility to solve a concrete problem. The performance of the provider is limited to the support for the concrete problem solution.
- Support services that become necessary due to a use of the software on a different hardware system or under a different operating system.
- Support services after an intervention of the customer into the program, program parts or the program code of the software. Intervention is, among others, the non-functional use of the program or user errors.
- Support services regarding the cooperation of the contractual software with other computer programs that are not the subject of the support contract.
- Service and/or installation and travel expenses on the customer's premises.
- Obligation for problem analysis and problem removal for all previous program corrections.

Support services do not replace training and instruction in the program. Excluded from the service of the provider are all Linux derivatives of other manufacturers, unless otherwise agreed in the appendix. Also excluded are any programming work that goes beyond what is necessary to deal with the problem and system maintenance, as well as the development of complex IT concepts, feasibility studies and the like (consulting). Also excluded is the exclusive development and provision of specific software adaptations (patches) for the customer.

4.3.8 The provider is entitled to provide the support services for the customer directly by its own employees or indirectly by agents of the provider.

4.3.9 The right to use the programs that are technically replaced by delivered new versions of the programs expires within two weeks after the customer productively uses the delivered new versions

of the programs, but no later than one calendar month after receipt of the delivered new versions of the programs by the customer.

4.3.10 For services provided outside regular business hours (Mon.-Fri. 08:00 - 18:00, excluding public holidays), the following surcharges apply per working hour or part thereof:

1. Monday - Friday 18:00 - 08:00: 50% surcharge on the regular hourly rate
2. Saturday 08:00 - 18:00: 50% surcharge on the regular hourly rate
3. Saturday 18:00 - 08:00: 75% surcharge on the regular hourly rate
4. Sunday 08:00 - 18:00: 75% surcharge on the regular hourly rate
5. Sunday 18:00 - 08:00 o'clock: 100% surcharge on the regular hourly rate
6. public holiday (Bavaria) 00:00 - 24:00 h: 125% surcharge on the regular hourly rate

4.4. Remuneration

4.4.1 The support fee is payable annually in advance. The support fee applies regardless of whether and how often the contractually agreed services are used. After one year, the provider may adjust the support fee to the general price development. If the increase in the support fee is more than 10%, the customer may terminate the contractual relationship.

4.5. Contract term and notice periods

4.5.1 Unless otherwise agreed, the support contract is concluded for a period of one year. It shall be automatically extended by one additional year each unless it is terminated in writing with a notice period of 3 months to the end of the respective contract term.

5. Operational support - orcharhino

5.1. Reference to item 4 and 5

5.1.1 The provisions set forth in Clause 4 shall apply to operational support. In addition, if no special provisions are agreed in Clause 4, the provisions of Clause 5 shall apply.

5.1.2 Operational support is not included in an orcharhino Subscription. These services are only provided if purchased in addition to an orcharhino Subscription.

5.1.3 In the case of operational support, access to the customer's systems is required. The customer is responsible for the technical security of these accesses.

5.1.4 Operational support is not subject to an SLA.

5.1.5 Operational support extends the support services offered to include service contents agreed with the customer, such as remote maintenance.

6. Annexes to 3, 4, and 5

On the following pages you will find the appendices to the ATIX contract conditions.

6.1. Definition of support times

The support services delivered by ATIX are provided depending on the booked support service exclusively via ticket system (only via ATIX support hotline 9x5) or. The corresponding details and access data will be provided to the customer by ATIX.

Definition 9x5

Period from: 09:00 h - 18:00 h Monday to Thursday

09:00 o'clock - 16:00 o'clock Friday

No support on Saturdays, Sundays, and non-working weekdays/holidays in 85748 Garching

No support on 24.12 and 31.12 of the year

Definition 24x7

Period from: 00:00 - 24:00 Monday to Sunday

In times outside 9x5 (see definition above) only ticket system support

In times outside 9x5 (see definition above) only Severity 1 Support

Definition Business day

Monday - Friday, if no day off/holiday in 85748 Garching,

No business day days are: 24.12 and 31.12

(Example: 1 business day response time means 24h response time, if there is no non-business day/holiday/"non-working day" in between). day/holiday/"non-working day" lies in between).

Definition Business hour

One hour within a business day in the time frame of the 9x5 definition.

(Example: 4 business hours response time for a request on Fridays at 3:00 p.m.

corresponds to a response time until Monday 12:00 p.m., if Friday and Monday are business days)

Definition hour

One hour within one day (no matter if working day, holiday) within 24x7 severity 1 support

(Example: 1 hour response time for a request on Sundays at 03:00 corresponds to a response time until Sunday 04:00 in the context of 24x7 Severity 1 support)

6.2. Definition of severity levels of support models orcharhino

Explanation of the severity levels of the orcharhino support models	
Severity Level	Description of the severity level
Severity 1 (urgent):	A problem that significantly limits the use of your orcharhino SOFTWARE for PRODUCTION PURPOSES (such as loss of production data or where your production system is not working). The situation brings your business operations to a halt and there is no workaround.
Severity 2 (high):	A problem where the orcharhino SOFTWARE is still functioning but its use for PRODUCTION PURPOSES is severely limited. For PRODUCTION PURPOSES to the extent that the problem severely affects any part of your business operations and there is no workaround.
Severity 3 (medium):	A problem that causes a partial, non-critical limitation on the usability of the orcharhino SOFTWARE for PRODUCTION or DEVELOPMENT PURPOSES. There is a moderate to low impairment of your operations for PRODUCTION PURPOSES, but your business continues to function, including through the application of remedial procedures. For DEVELOPMENT PURPOSES, where the problem forces your project to be aborted or migrated to production.
Severity 4 (low):	A general question about the application, report of a documentation error, or recommendation for a future orcharhino product improvement or modification. For PRODUCTION PURPOSES, this is no or low impact to your business or your system's performance or functionality. There is a moderate to low impairment to your BUSINESS OPERATIONS, but their business continues to function, including through the application of remediation procedures.

6.3. Definition of response times and design of support models orcharhino

Table 6.3 lists the subscriptions offered by ATIX for the orcharhino product, it describes the scope of the subscription and how ATIX delivers subscriptions and support services to customers.

Subscription: The support, software and software maintenance are available in one of the following support levels, depending on the ATIX product: orcharhino Standard Subscription, orcharhino Premium Subscription, as shown in the table below.

Support Models orcharhino

orcharhino	orcharhino Standard Subscription (9x5)	orcharhino Premium Subscription (24x7)
Term:	1 Year or 3 Years	1 Year or 3 Years
Number of required subscriptions:	One subscription per system	One subscription per system
Support-Period:	9x5	24x7 (only Severity 1)
Response time Severity 1	4 Business hours	2 Hours
Response time Severity 2	1 Business day	4 Business hours
Response time Severity 3	2 Business day	1 Business day
Response time Severity 4	2 Business day	1 Business day
Support-Access:	Ticket system (9x5)	Ticket system (24x7)
orcharhino Software	inclusive	inclusive
orcharhino Software Updates:	inclusive	inclusive
orcharhino Software Patches:	inclusive	inclusive
Support requests:	unlimited	unlimited
Technical support for operating system tickets	No	No
Review Workshop/ Teleconferencing:	No	No

6.4. Explanatory details about support models orcharhino

ATIX sells Subscriptions that entitle the customer to receive Software, Software Maintenance and/or Support from ATIX during the term of the Subscription (generally one year or three years). This Appendix to the ATIX Terms and Conditions describes the "Subscription Services" provided by ATIX:

- Software product offerings
- Support service offerings

Additional terms and conditions pertaining to the Subscription Services are included in this Attachment. ATIX agrees to provide the Subscription Services contained in this Attachment whether the Subscription Services are purchased directly from ATIX or from an ATIX Business Partner. In return, Customer agrees to comply with the terms and conditions set forth in this Addendum. In the event of any conflict, inconsistency, or difference between this Addendum and the ATIX Terms of Agreement located prior thereto, the provisions of this Addendum shall control.

6.5 Orcharhino Support Services at a glance

Unit of Subscription: ATIX charges a fee for its Subscription Services based on the total number of software units that Customer deploys, installs, uses, or runs (as described in detail in Table 5.6.1 below and elsewhere in this Appendix). For example, Subscriptions to orcharhino are generally calculated based on the number of systems (e.g., physical servers) managed by installing the orcharhino server programs on a single physical or virtual system.

6.5.1 Unit description

Description of units (used to calculate your usage of the software Subscriptions)	
Software Subscription	Systems
orcharhino	<p>Server System: The system on which the orcharhino server programs are installed</p> <p>Managed System: A System on which Customer installs, uses or runs the orcharhino Client Programs, in whole or in part. A System includes, without limitation, any instance of the Software installed or deployed on a server, workstation, laptop, blade, network element, partition, device or machine.</p>

6.6 Use of Software and Subscription Services:

So long as customer has valid Subscriptions in use, customer is eligible to receive Subscription Services for an ATIX Product. Customer must purchase the number of Subscription Services equal to the total number of units of the applicable ATIX Product deployed, installed, in use or running by customer. In addition, if customer is using Subscription Services to support or maintain a non-ATIX Product, customer must purchase Subscription Services for each instance of that non-ATIX Product for which it intends to use Subscription Services.

In addition, customer agrees to use the Subscription Services and Software only for its internal needs (this includes affiliates). Giving the Software or any portion of the Subscription Services to a third-party or using any portion of the Subscription Services for the benefit of a third-party is a material breach of this Agreement, despite the fact that the open-source license applicable to individual software packages may give you the right to redistribute those packages (this Addendum is not intended to affect customer's rights under those individual licenses).

The Subscription Services may be used by a third-party acting on behalf of customer, such as contractors and subcontractors or outsourcing providers, in accordance with the terms of this Addendum, provided that customer remains responsible for its own obligations under this Addendum and the acts or omissions of such third parties. Any unauthorized use of Subscription Services is a material breach of this Agreement, such as (a) the purchase or renewal of Subscription Services for only some, but not all, of the units of ATIX Software or other ATIX Products that customer deploys, installs, uses or runs, (b) providing Software Access or Software Maintenance to third parties, (c) using Subscription Services in connection with a redistribution of Software, or (e) using Subscription Services to support or maintain non-ATIX Software products. For purposes of this Section (e.g., to calculate the total number of Software Units, see Table 5.6.1), versions or copies from which the ATIX trademark(s) and/or logo(s) have been removed are also considered Software. The licenses applicable to each Open-Source Software package are perpetual (subject to your agreement to their terms), but the other Subscription benefits expire upon non-renewal.

6.6.1 Subscription start date

The Subscription shall commence on the day of delivery of the Activation Key of the Software to the End Customer, unless otherwise agreed in the Offer Acceptance.

6.6.2 Subscription benefits

For each Subscription purchased, ATIX will provide you with one or more of the following:

- **Software:** Access the supported versions of the software.
- **Software-Maintenance:** Access to updates, upgrades, corrections, security advisories and bug fixes for the Software as and when they become available.
- **Support:** Access to ATIX support for issues related to software used for development and/or production purposes.

6.6.3 Software-Access

Software delivered by ATIX is generally delivered through an ATIX hosted portal (ACC - ATIX Customer Center) and/or other ATIX authorized support portals.

6.6.4 Terms of Contract for ATIX Software

This is a non-exclusive, non-transferable license, and you may use the code solely for purposes of using the associated Subscription Services.

The following is not allowed:

- (a) Modifying, duplicating, or creating derivative versions of the code;
- (b) Decompiling, disassembling or reverse engineering the Code (except to the extent permitted without the possibility of contractual exclusion from applicable laws);
- (c) Distribute, sell, lease, sublicense or otherwise transfer any rights in the Code (except as permitted under this Agreement);
- (d) Use of the code to create a competing service;
- (e) Removal or modification of any trademark, logo, copyright, or other proprietary notice, symbol, or marking in the Code. Upon termination of the term of the Agreement for the applicable Subscription, you will immediately destroy all copies of the Code in your possession. The Code and any media containing it are protected by copyright and are confidential.

6.6.5 Response time/severity levels

The response time depends on the severity level. The classification of the tickets into the severity levels is done by ATIX. Response time means the period of time in which the support request is received by ATIX and in which ATIX reacts to the support request for the first time.

7. Data protection when using the web offers of ATIX AG ("Google Analytics")

The web offers of ATIX AG (e.g. but not exclusively: www.atix.de, www.orcharhino.com and docs.orcharhino.com) use Google Analytics, a web analysis service of Google Inc. ("Google"). For each of these websites:

Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of this website is usually transmitted to a Google server in the USA and stored there.

In the event that IP anonymization is activated on this website, however, your IP address will be truncated beforehand by Google within member states of the European Union or in other contracting states to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA and shortened there.

On behalf of the operator of this website, Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity and providing other services relating to website activity and internet usage to the website operator.

The IP address transmitted by your browser as part of Google Analytics will not be merged with other data from Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of this website.

You can also prevent the collection of data generated by the cookie and related to your use of the website (including your IP address) to Google and the processing of this data by Google by downloading and installing the browser plugin available at the following link (<http://tools.google.com/dlpage/gaoptout?hl=de>).

You can prevent the collection by Google Analytics by clicking - if available on the respective website - on the link "Disable Google Analytics". An opt-out cookie will be set that prevents the future collection of your data when visiting this website.

More information on terms of use and data protection can be found at.

(English UK) <https://www.google.de/analytics/terms/gb.html> or (German) or at (English) <https://www.google.com/intl/en/policies> or (German). We would like to point out that Google Analytics on our websites has been extended by the code "anonymizeIp" to ensure anonymized collection of IP addresses (so-called IP masking).