

LOBSTER DATA GMBH'S GENERAL TERMS AND CONDITIONS FOR LOBSTER_DATA

The following General Terms and Conditions (hereinafter "Lobster_data Ts & Cs") shall apply to the relationship between Lobster DATA GmbH, Bräuhausstraße 1, 82327 Tutzing (hereinafter referred to as "Lobster" or "Lobster DATA GmbH") and its Customers (hereinafter referred to as "Customer") – together referred to as the "Parties".

A GENERAL PROVISIONS

I General definitions

Term	Description
Lobster_data Ts & Cs	The General Terms and Conditions of Lobster contained in this document for services rendered in connection with the Lobster_data product.
Service Order	Order relating to the performance of specific services by Lobster.
Lobster	Lobster DATA GmbH, Bräuhausstraße 1, D-82327 Tutzing and its affiliated companies.
Lobster_data	A software for EDI (Electronic Data Interchange), EAI (Enterprise Application Integration), API and ETL developed and distributed by Lobster.
Customer	Contractual partner of Lobster, which makes use of services relating to Lobster_data.
Confidential Information	All information, whether transmitted in writing or verbally, (i) which by its nature is considered confidential or sensitive, or (ii) which the Party receiving the information must identify as being confidential or sensitive due to the external circumstances of the transmission. Confidential information includes, in particular, product descriptions, specifications, prices, reports. It is irrelevant whether the information is additionally protected as a trade secret within the meaning of the Trade Secrets Act.
Affiliates	Companies, which are connected to Lobster or the Customer within the meaning of art. 15 AktG (Stock Corporation Act).

II Service Orders

1. Service Orders The Parties agree on the specific services to be rendered via Service Orders. Service Orders define the details of the services to be rendered. They comprise a specific service description, as well as the time frame and the deadlines for the transfer of the deliverables. Service Orders are comprised of Lobster's offer and the Customer's order. Offers and orders are generally exchanged via email.

All Service Orders must at least be submitted in writing to be effective and refer to these Ts & Cs, unless a framework agreement has been concluded between the Parties that takes precedence over these Ts & Cs. A Customer's order, which contains additional provisions, limitations or other amendments to Lobster's offer, shall only become legally binding after Lobster's order confirmation has been received by the Customer.

2. Possible service scope of Service Orders Service Orders may include the following services:

- Temporary or permanent provision of Lobster_data (see also sections B and C);
- Support Services relating to the use of Lobster_data within a production environment (see section D);
- Installation of Lobster_data on the Customer's systems (see more section D);
- Customer training for the use of Lobster_data (see also section D);
- Delivery of project planning and mapping services (see also section D).

3. Order of Precedence The provisions of a Service Order shall prevail over these Lobster_data Ts & Cs.

III The Customer's duties and obligations to cooperate

The Customer shall be obligated to ensure that all data processed with Lobster_data are reasonably protected and backed up, that adequate data backup systems and data processing systems are established and that the Lobster_data output is managed and monitored.

Further cooperation obligations and duties on the part of the Customer are set out in the respective Service Order (in particular in Lobster's offers) and, where applicable, in further provisions as specified in these Lobster_data Ts & Cs. The Customer's duty to cooperate shall constitute a material, contractually binding obligation of the Customer.

IV General provisions relating to terms of compensation and payment

1. Payment, taxes Lobster shall receive the payment specified in the Service Order for the services rendered within the context of the respective Service Order. The payment agreed upon in a Service Order does not include any transactional taxes (such as VAT, or similar transaction-based taxes) which may be imposed in accordance with applicable laws.

2. Currency All prices stated in Service Orders are exclusively stated in euro.

3. Payment terms The terms of payment shall be agreed upon by the Parties in the respective Service Order. The Parties may agree on reasonable instalments in instances where a fixed price has been agreed. Unless stipulated otherwise in a Service Order, invoices issued by Lobster shall be due and payable within 30 calendar days after the issuance of the invoice.

4. Default The statutory provisions shall apply in the event of default.

V Infringement of third-party rights (defects of title)

1. Notification of defects The Customer shall notify Lobster immediately of any alleged defects of title or infringement of industrial property rights relating to the rendering of services within the context of a Service Order. The Customer shall moreover provide appropriate support in the defence of such claims.

2. Indemnification Lobster indemnifies the Customer against all legitimate third-party claims which constitute a culpable patent or copyright infringement or a culpable infringement of other intellectual property rights and which are based on the contracted deployment of the service rendered under a Service Order (in particular the provision of Lobster_data).

The indemnification covers all legitimate claims of third parties that are the result of the utilisation of a service and are asserted against the Customer. The indemnification presupposes that,

- Lobster is promptly notified of the asserted claim;
- Lobster is given, to the extent permissible and possible, full control of the defence or any settlement negotiations, and
- the Customer makes all appropriate support and information available to Lobster.

Lobster shall reimburse the cost arising from this reasonable assistance. Lobster's obligation to indemnify is subject to the liability provisions in accordance with section A.VI.

3. The Customer's rights If Lobster's services within the context of a Service Order become the subject of an intellectual property right infringement action or sanction, Lobster will, at its discretion and taking into account the interests of the Customer,

- procure at no cost to the Customer, the right to continue using the service, or
- replace or modify the service so that the property right infringement or defect of title is remedied.

If none of the above alternatives are economically reasonable, the Customer is entitled to withdraw from the affected Service Order. Lobster will refund the payment made under the affected Service Order, if necessary, on a pro rata basis. If the Service Order concerns a subscription, the right to extraordinary termination replaces the right to withdraw.

In addition, the Customer shall be entitled to assert their statutory rights for defects of title, provided the requirements are met.

VI General limitation of liability

No matter the legal grounds (delay, defects and defects of title, infringement of property rights, poor performance), Lobster shall be exclusively liable as follows:

1. Unlimited liability In the following cases, Lobster shall bear unlimited liability:

- intent and gross negligence;
- damages resulting from injury to life, body or health, irrespective of the form of fault;
- acceptance of guarantees;
- fraudulent intent.

2. Limitation of liability in the event of slight negligence

Provided none of the cases of section A.VI.1. applies, yet Lobster violates an essential contractual obligation due to slight negligence, Lobster is obligated to compensate for the contractually foreseeable damage. An essential contractual obligation is defined as an obligation which makes the execution of a Service Order possible in the first place and on which the Customer regularly relies.

3. Product Liability Act Lobster's liability in accordance with the provisions of the Product Liability Act remains unaffected by the above conditions.

4. Contributory negligence If damages are attributable to both Parties, the contributory negligence of the Customer must be taken into account (art. 254 BGB, German Civil Code).

5. Loss of data and data back-ups In particular, the Customer shall be responsible for regular data backups, the appropriateness of which is determined by the Customer's individual risks, see also section A. III. Where Lobster is liable for data loss, then liability is limited to the costs incurred from the duplication of data back-ups, as well as the costs for data restoration, which would have been incurred even if there had been adequate data back-ups.

VII Subcontractors

Lobster is only entitled to use subcontractors if the Customer has been expressly informed in advance in text form. The subcontractors used by Lobster for the provision of services are listed in the Customer area of the Lobster website. The Customer has the right to object pursuant to art. 28 (2) EU GDPR. Lobster remains responsible for the provision of Services even if subcontractors are used for its own Services.

VIII Non-disclosure and confidentiality

1. Non-disclosure Neither Party shall be entitled to transfer confidential information of the other Party to third parties without written consent. Both Parties undertake to use confidential information only as provided for in the provisions of these Lobster_data Ts & Cs or the Service Orders. Both Parties shall undertake to observe no less than the same precautionary measures as they take with regard to their own confidential information. Such precautionary measures must at least be appropriate to prevent disclosure to unauthorised third parties. In addition, both Parties are obliged to prohibit the unauthorised disclosure or use of confidential information by their customers, employees, subcontractors and legal representatives. The Parties shall inform each other in writing in the event of misuse of confidential information.

2. Exceptions Confidential information shall not include information that

- fulfils an exceptional circumstance in accordance with art. 5 Trade Secrets Act;
- was already known to the other Party before transmission for a Service Order and without an existing confidentiality agreement;
- is transmitted by a third party which is not subject to a comparable confidentiality agreement;
- is otherwise publicly known;
- has been developed independently and without use of the confidential information;
- has been released for publication in writing; or
- must be transmitted pursuant to a court order, provided that the Party affected by the transmission is informed in good time, allowing legal action to still be taken.

IX Personal data/data protection

1. Fundamental principle Both Parties shall comply with the provisions of data protection law, in particular the German Data Protection Act (BDSG) and GDPR. A Party shall only collect, store, process and use personal data of the other Party if, to the extent as or as long as, this is necessary for the establishment, implementation or termination of an assignment. Any further collection, processing and use of personal data of the other Party shall only take place if a legal provision requires or permits this or the other Party has expressly consented.

2. Data secrecy Lobster undertakes to maintain data secrecy in accordance with art. 53 BDSG and further undertakes to maintain data secrecy even after completion of a Service Order. Lobster further undertakes to only deploy employees for the processing of personal data who have been committed to data secrecy in accordance with art. 53 BDSG.

3. Order processing agreement If necessary, the Parties will conclude a supplementary agreement on order processing in accordance with art. 28 GDPR in addition to the Service Order.

X Use of non-personal data

1. Fundamental principle Non-personal data can also be created during the use of Lobster_data by the Customer during business operations. This non-personal data can include, in particular, statistical and analytical data on function calls and reference data.

2. Usage of rights for non-personal data The Customer grants Lobster an irrevocable, free, non-exclusive, transferable, sub-licensable, spatially and temporally unlimited right to use and apply all non-personal data for the further development of Lobster_data, the optimisation of support processes as well as for the purpose of conception and development of applications in the field of data management, data integration and process optimisation. The aforementioned right of use and application entitles Lobster to reproduce the non-personal data and to use it for development and training purposes (including in the field of machine learning). Lobster is entitled to merge the non-personal data with its own data and data of third parties and to create new, independent data sets from it. The obligation to keep confidential information secret in accordance with clause A.VIII.1 remains unaffected. Lobster is not entitled to grant third parties access to the Customer's non-personal data or to transfer the non-personal data to third parties.

3. Data quality The Customer is not responsible for the non-personal data being of a certain quality.

4. Database protection The Customer is aware and accepts that all rights to the database created by Lobster relating to the use and application of non-personal data in accordance with clause A.X. 2. are exclusively granted to Lobster within the context of the relationship between the Parties. Lobster shall be deemed to be the producer within the meaning of art. 87a German Copyright Act (UrhG). Any commercial or intellectual property rights to the non-personal data remain unaffected.

XI Applicable law

These Lobster_data Ts & Cs and all Service Orders are subject to German law. The provisions of the UN Convention on the International Sale of Goods (CISG) shall not apply.

XII Conciliation proceedings and jurisdiction

1. Conciliation All disputes arising from or in conjunction with these Lobster_data Ts & Cs and/or an agreed Service Order shall be brought before the Conciliation Office of the German Association of Law and Informatics (Deutsche Gesellschaft für Recht und Informatik e.V.), hereinafter DGRI, prior to filing any suit before ordinary courts. This also applies in the event of disputes regarding the legal invalidity of these Lobster_data Ts & Cs and/or Service Orders and/or individual provisions of these Lobster_data Ts & Cs and/or Service Orders. The conciliation shall be conducted in accordance with the DGRI's conciliation rules in force at the time. Conciliation is not a condition of admissibility for

proceedings before the ordinary courts.

2. Jurisdiction The place of jurisdiction is Munich (Landgericht München I).

XIII Miscellaneous

1. Naming as a reference customer Lobster is entitled to name the Customer as a reference customer on its website and in its marketing materials.

2. Assignment The Customer may not assign rights and obligations arising from Service Orders pursuant to these Lobster_data Ts & Cs to a third party, except if Lobster approves such an assignment. Such approval shall be at Lobster's sole and exclusive discretion. Any assignment without approval shall be ineffective.

B PROVISIONS FOR SUBSCRIPTION (TEMPORARY LOBSTER_DATA LICENCE)

I Specific definitions of this section B

Term	Description
Concurrent User	End users (i.e. employees of the Customer), who can simultaneously access Lobster_data.
Documentation	User manual, i.e. user documentation and installation instructions for Lobster_data, which Lobster makes available to its customers. Only the digital, printable format of the documentation is made available, which is not adapted to the Customer.
Dongle	A mechanism for licence verification which serves to protect Lobster_data from unauthorised duplication.
Client	Technically and organisationally self-contained unit* in Lobster_data. (*Clients are not separated individually for cross-client actions that generally affect the server as a whole, e.g. content inspection, communication protocols and general messages.)
Object code	Lobster_data in its binary form, i.e. the programming language which is not human-readable and therefore is not intended to aid understanding the program logic, but which is suitable for execution on a computer.
Profile	Workflow executed technically which includes all settings, descriptions and parameters for data transmission, data manipulation and/or data transformation.
Defect	Reproducible programme error(s) or malfunction that results in Lobster_data not having the agreed properties as described in the relevant documentation.
Thread Pool	Thread pools consist of a number of individual threads, which form part of a process and thus an execution thread or sequence in the execution of a computer program. A process can contain several threads or, if parallel processing is not intended in the program flow, only a single thread. Threads share processors, memory and other resources, depending on the operating system, such as files and network connections within a process. Thread pools manage the individual threads and ensure efficient processing, allocation and use of resources.

II Lobster's licensing models

Lobster licenses Lobster_data in accordance with the licensing models set forth in the respective Service Order. A Service Order shall always contain the maximum number of concurrent users, clients, profiles and thread pools with which the Customer can use Lobster_data.

III Lobster_data's functional description

Lobster_data's functionalities are described in the Documentation provided to the Customer. The functional description as an assurance as to quality features contained therein shall form an integral part of the respective Service Order. Technical data, specifications and performance information in public statements, in particular in advertising material, shall not be deemed to be an assurance as to quality features.

IV Scope and form of delivery

1. Scope of delivery Lobster shall deliver Lobster_data in object code form together with the accompanying documentation formatted according to the respective Service Order. Lobster_data contains a mechanism for licence verification, which is either provided by Lobster as a Dongle or is implemented via the cloud solution of a third-party provider. Where technically necessary, Lobster shall provide the Customer with the required Dongle once the test phase as set forth in the Service Order has expired.

2. Form of delivery Lobster_data may be delivered on a data carrier or via download. Where Lobster_data is made available via download, Lobster will provide the Customer with the information necessary to download and use Lobster_data, such as a password or a licence key.

V Granting of rights

1. Scope of granted usage rights Lobster grants the Customer the non-exclusive right to use Lobster_data in the time period set forth in the Service Order for its own internal business purposes in accordance with the licence model (see section B.II) as agreed in the respective Service Order. The Customer is not authorised to use Lobster_data for the provision of services (such as data centre services, application service providing, software as a service, business process outsourcing) to third parties.

2. Back-up copies The Customer is authorised to create a reasonable number of back-up copies of Lobster_data.

3. Sublicensing and leasing Sub-licensing and leasing of Lobster_data is not permitted.

4. Decompilation Decompiling the source code and editing the software is prohibited, unless carried out for a purpose and to an extent that is explicitly legally permitted.

5. Licence verification The Customer is not authorised to remove or circumvent the licence verification mechanisms contained in Lobster_data. If Lobster provides a Dongle, the Customer shall use such Dongle with the necessary care and

shall safeguard against loss.

6. Breach of licence If the Customer infringes any of the above provisions, all rights of use granted within the scope of an assignment shall immediately become invalid and automatically revert to Lobster. In this case, the Customer must immediately and completely discontinue the use of Lobster_data, delete all copies of Lobster_data installed on his systems, and delete or hand over to Lobster any backup copies that may have been made.

VI Defects of Lobster_data

1. Notification of Defects During the term of the Service Order, the Customer is obligated to describe any defects that may occur in a comprehensible manner and shall ideally give Lobster written notice immediately upon discovery.

2. Remedies If the Customer notifies Lobster of a defect in accordance with section B.VI.1, Lobster shall remedy it free of charge. Lobster shall consider the gravity of the defect as well as its consequences for the Customer when remedying. Lobster chooses at its own discretion how to remedy the defect; as a rule, the defect is remedied by delivering an update (in particular updates or service packs).

3. Instructions and workarounds As far as can be reasonably expected from the Customer, defects may also be remedied by Lobster giving the Customer instructions to enable the Customer to remedy the respective defect independently. Such instructions to remedy a defect are, in particular, possible in the event that the Customer can remedy the defect with a minimum of effort or if the tangible fallout of the defect can be avoided by the Customer taking immediate action as instructed. A temporary workaround shall be deemed to constitute a remedy provided the functioning of Lobster_data is not substantially impaired thereby, and the workaround is reasonable to the Customer.

4. Grace period In the event that the remedies set forth in sections B.VI.2 and B.VI.3 do not succeed within a reasonable period of time, the Customer shall set Lobster a reasonable grace period.

This shall not apply, if

- such grace period is not reasonable for the Customer or
- Lobster has definitively and sincerely refused to carry out remedies.

5. Additional rights of the Customer If the remedy of the defect also fails within the grace period (set in accordance with section B.VI.4), the Customer is entitled to terminate the respective Service Order for good cause (art. 543 para. 2, line 1, no. 1 BGB). In addition to termination for cause, the Customer is entitled to claim damages in lieu of performance or reimbursement of expenses if Lobster has breached its contractual obligations. The limitations in section A.VI shall apply to the Customer's claims for damages or reimbursement of expenses. Notwithstanding the foregoing, Lobster's liability pursuant to art. 536 para. 1, 1st alternative of the

German Civil Code (BGB) is excluded, if defects were already present when the contract was concluded.

VII Provisions concerning term and termination

1. Term The term of the Lobster_data subscription is specified in the respective Service Order.

2. Termination for convenience Termination of a Service Order for convenience is regulated by the respective Service Order.

3. Termination for good cause Both Parties reserve the right to terminate for good cause in accordance with art. 314, 543 BGB. As a rule, termination for good cause may only be effected, if the respective Party has been given a reasonable grace period prior to termination and this period of time has elapsed unsuccessfully. The grace period must be set as soon as the good cause has become known.

A grace period is not required, if

- the Party seriously and finally refuses the service owed;
- special circumstances apply which, after weighing the interests of both parties, justify immediate termination.

Insofar as the grace period expires unsuccessfully and a Party is entitled to termination for good cause, termination may only be declared within a period of one (1) month after expiry of the grace period. Insofar as a grace period is not required, the termination must be expressed no later than three (3) months after becoming aware of the circumstances justifying the termination. Any claims for damages shall remain unaffected by the right to terminate for good cause. The limitations in art. A.VI of the Ts & Cs apply.

4. Effect of termination After the subscription has been terminated, the Customer must stop using Lobster_data and return Lobster_data and all program copies (including any backup copies) and all documentation, materials and other documents provided to Lobster. They shall be returned at the Customer's expense. If Lobster has made Lobster_data available to the Customer via download, Lobster is free to waive the return and instead demand that the Customer delete Lobster_data as well as other program copies and destroy the documentation, materials and other documents provided. In addition, the Customer is obliged to completely and permanently delete all installed program copies and any stored documentation from all its servers. Using Lobster_data once the subscription has been terminated is not permitted.

C PROVISIONS FOR PERPETUAL LICENCES OF LOBSTER_DATA

I Specific definitions of this section C

Term	Description
Concurrent Users	End users (i.e. employees of the Customer), who can simultaneously access Lobster_data
Documentation	User manual, i.e. user documentation and installation instructions for Lobster_data, which Lobster makes available to its customers. Only the digital, printable format of the documentation is made available, which is not adapted to the Customer.
Dongle	A mechanism for licence verification which serves to protect Lobster_data from unauthorised duplication.
Client	Technically and organisationally self-contained unit* in Lobster_data. (*clients are not separated individually for cross-client actions that generally affect the server as a whole, e.g. content inspection, communication protocols and general messages.)
Object code	Lobster_data in its binary form, i.e. programming language which is not human-readable and therefore is not intended to aid the understanding of the program logic, but which is suitable for execution on a computer.
Profile	Workflow executed technically which includes all settings, descriptions and parameters for a data transmission, data manipulation and/or data transformation.
Defect	Reproducible program error(s) or malfunction which result in Lobster_data not being configured as agreed and stipulated in the respective Documentation.
Thread Pool	Thread pools consist of a number of individual threads, which form part of a process and thus an execution thread or sequence in the execution of a computer program. A process can contain several threads or, if parallel processing is not intended in the program flow, only a single thread. Threads share processors, memory and other resources, depending on the operating system, such as files and network connections within a process. Thread pools manage the individual threads and ensure efficient processing, allocation and use of resources.

II Lobster's licensing models

Lobster licenses Lobster_data in accordance with the licence models set forth in the respective Service Order. A Service Order shall always contain the maximum number of con-current users, clients, profiles and thread pools with which the customer can use Lobster_data.

III Lobster_data's functional description

Lobster_data's functionalities are described in the Documentation provided to the Customer. The functional description as an assurance as to quality features contained therein shall form an integral part of the respective Service Order. Technical data, specifications and performance information in public statements, in particular in advertising material, shall not be deemed to be an assurance as to quality features.

IV Scope and form of delivery

1. Scope of delivery Lobster shall deliver Lobster_data in object code form together with the accompanying Documentation formatted according to the respective Service Order. Lobster_data contains a mechanism for licence verification, which is either provided as a Dongle or is implemented via the cloud solution of a third-party provider.

Where technically necessary, Lobster shall provide the Customer with the required Dongle once the test phase set forth in the Service Order has expired and after Lobster has received the payment for Lobster_data as stipulated in the Service Order.

2. Form of delivery Lobster_data may be delivered on a data carrier or via download. Where Lobster_data is made available via download, Lobster will provide the Customer with the information necessary to download and use Lobster_data, such as a password or a licence key.

V Granting of rights

1. Scope of granted usage rights Lobster grants the Customer the non-exclusive and perpetual right to use Lobster_data for its own internal business purposes in accordance with the licence model (see section C.II) as agreed in the respective Service Order. The Customer is not authorised to use Lobster_data for the provision of services (such as data centre services, application service providing, business process outsourcing) to third parties.

2. Back-up copies The Customer is authorised to create a reasonable number of back-up copies of Lobster_data.

3. Resale Sub-licensing and leasing of Lobster_data is

not permitted. The Customer is entitled to resell the acquired copies of Lobster_data once to a third party, provided that the Customer agrees with the third party with respect to Lobster_data that these terms and conditions for the granting of rights also apply to the third party and that the third party takes the place of the Customer. The one-off resale to a third party requires the explicit prior consent in writing by Lobster. Lobster will only deny its consent with good cause. In case of a resale, the Customer is obligated to hand over all copies of Lobster_data and all corresponding material to the purchaser and to delete the existing copies on its systems.

4. Decompilation Decompiling the source code and editing the software is prohibited, unless carried out for a purpose and to an extent that is explicitly legally permitted.

5. Licence verification The Customer is not authorised to remove or circumvent the licence verification mechanism contained in Lobster_data. If Lobster provides a Dongle, the Customer shall use such a Dongle with the necessary care and shall safeguard against loss.

VI Defects of Lobster_data

1. Statute of limitations Claims due to defects shall become statute-barred twelve (12) months after Lobster_data has been delivered (see section B.IV.2). The statutory provisions shall apply in case of malice or wilful intent or claims for damages.

2. Obligation to examine and give notice of defects The Customer shall be obliged to examine Lobster_data immediately after delivery for potential defects. Should the Customer fail to notify Lobster of occurred defects within a reasonable time, Lobster_data shall be deemed accepted in accordance with art. 377 para. 2 HGB (German Commercial Code).

3. Notification of defects The Customer is obligated to describe any defects that may occur in a comprehensible manner and shall ideally give Lobster written notice immediately upon discovery.

4. Remedies Should the Customer notify Lobster of a defect in accordance with section B.VI.3, Lobster shall remedy it free of charge. Lobster shall consider the gravity of the defect as well as its consequences for the Customer when

remedying. Lobster chooses at its own discretion how to remedy the defect; as a rule, the defect is remedied by delivering an update (in particular updates or service packs).

5. Instructions and workarounds As far as can be reasonably expected from the Customer, defects may also be remedied by Lobster giving the Customer instructions to enable the Customer to remedy the respective defect independently. Such instructions to remedy a defect are, in particular, possible in the event that the Customer can remedy the defect with a minimum of effort or if the tangible fallout of the defect can be avoided by the Customer taking immediate action as instructed. A temporary workaround shall be deemed to constitute rectification provided the functioning of Lobster_data is not substantially impaired thereby and the workaround is reasonable to the Customer.

6. Grace period In the event that the remedies set forth in sections B.VI.4 and B.VI.5 do not succeed within a reasonable period of time, the Customer shall set Lobster a reasonable grace period. This shall not apply, if

- such a grace period is not reasonable for the Customer or
- Lobster has definitively and sincerely refused remedies.

7. Additional rights of the Customer In the event that Lobster's remedies also fail within the grace period (see section B.VI.6) the Customer may

- withdraw from the respective Service Order, unless the Defect is negligible, or
- reduce, to an appropriate extent, the compensation agreed for Lobster_data.

In addition to withdrawal or reducing the compensation, the Customer is entitled to claim damages in lieu of performance or reimbursement of expenses if Lobster has breached its contractual obligations. The limitations in section A.VI shall apply to claims for damages or reimbursement of expenses by the Customer.

D PROVISIONS FOR THE RENDERING OF SERVICES

I Specific definitions of this section D

Term	Description
Installation Services	Activities necessary for installing Lobster_data on the Customer's IT systems.
Mapping	The process of interchanging data elements between different data models.
Support Services	Services for Technical support and User support, as described in the Service Order.
Defect	Deviation of the actual specification of a service from the contractually agreed specification.

II Scope of services

A Service Order may cover the following services:

- Installing Lobster_data;
- Providing Support Services concerning the use of Lobster_data;
- Mapping consultancy;
- Project consultancy;
- Training.

The actual services to be provided by Lobster shall be stipulated in the respective Service Order.

III Duties and obligations of the Customer

1. Individual cooperation obligation Subject to additional stipulations in the Service Order, the Customer shall fulfil the following cooperation obligations:

- Designation of a contact person;
- Provision of the data and information necessary for the installation of Lobster_data;
- Provision of the infrastructure required for the use of Lobster_data;
- Notification of defects;
- Performance of tests.

The Customer is solely responsible for the full functioning of the infrastructure in which they deploy Lobster_data.

The contact person to be designated by the Customer is responsible for the fulfilment of the Customer's cooperation obligations.

2. Consequences of insufficient cooperation Should the Customer not fulfil their agreed cooperation obligations or should they not fulfil them on time, then the deadlines set by Lobster for the provision of the services will be extended accordingly. Lobster will inform the Customer of any changes and extensions in reference to the specific cooperation obligation that has not been fulfilled. In all other respects, the statutory provisions (art. 642, 643 BGB) shall apply.

IV Deadlines

1. Deadlines The Service Order may stipulate deadlines for the provision of the services. Where deadlines are not binding, Lobster will expressly mark them as non-binding.

2. Adjustment of deadlines

2.1 Delays Should Lobster become aware of circumstances that could lead to a delay in the provision of the services, Lobster will inform the Customer accordingly. The Parties will immediately negotiate fairly on how this problem can be solved amicably in the interest of both Parties.

2.2 No delay Lobster is not responsible for delays in its own performance resulting from late or non-fulfilment of the Customer's cooperation obligations.

3. Setting of a grace period If the services owed by Lobster are delayed, the Customer shall grant Lobster a reasonable grace period, unless the granting of such a grace period is unreasonable for the Customer. Such a grace period shall be deemed to have elapsed if the Customer accepts services within the grace period and/or the Parties agree on further activities and services. If, in exceptional cases, it is unreasonable to expect the Customer to grant a grace period or if a reasonable grace period granted has expired without success, the Customer shall be entitled to termination and to claim damages.

V Granting of rights

The Customer shall be granted the non-exclusive, non-transferable right to all deliverables of the services which arise under a Service Order concluded in accordance with this document for the exclusive use within the company. The Customer is not entitled to process and distribute deliverables unless this is expressly stipulated in the Service Order.

VI Defects

1. Statute of limitations The claims for defects of the services regulated below shall become statute-barred within twelve (12) months after completion of services. The statutory provisions shall apply in case of malice or wilful intent or claims for damages.

2. Notification of defects The Customer is obligated to describe any defects that may occur in a comprehensible manner and shall ideally give Lobster written notice immediately upon discovery.

3. Rectification through remedial action or subsequent delivery If the Customer notifies Lobster of a defect in accordance with section D.VI.2, Lobster shall remedy it free of charge. Lobster shall consider the gravity of the defect as well as its consequences for the Customer when rectifying. Lobster reserves the right to choose the remedy.

4. Rectification through instructions and workarounds As far as can be reasonably expected from the Customer, defects may also be remedied by Lobster giving instructions to the Customer to enable the Customer to remedy the respective defect independently. Such instructions to remedy a defect are, in particular, possible in the event that the Customer can remedy the defect with a minimum of effort or if the tangible fallout of the defect can be avoided by the Customer taking immediate action as instructed. A temporary workaround shall be considered as a remedy provided the functioning of the contractual software is not substantially impaired thereby and the workaround is reasonable to the Customer.

5. Grace period In the event that the remedies set forth in sections D.VI.3 and D.VI.4 do not succeed within a reasonable period of time, the Customer shall set Lobster a reasonable grace period. This shall not apply, if

- such a grace period is not reasonable for the Customer or
- Lobster has definitively and sincerely refused remedies.

6. Additional rights of the Customer In the event that Lobster's remedies fail within the grace period (see section D.VI.5.) the Customer may

- terminate the respective Service Order for cause unless the defect is negligible or
- reduce the agreed compensation.

In addition to withdrawal or reducing the compensation, the Customer is entitled to claim damages, if Lobster has culpably breached its contractual obligations. The limitations in section A.VI of the Lobster_data Ts & Cs shall apply to claims for damages by the Customer.

VII Compensation and terms of payment

1. Level of remuneration The Customer shall remunerate Lobster's services either on a time and material basis or at a set price. The amount and the type of remuneration are set forth in the respective Service Order.

2. Remuneration on a time and material basis The hourly or daily rates agreed in the Service Order shall apply for remuneration on a time and material basis. Lobster shall invoice the services rendered according to their actual delivery recorded in a performance record. Invoices are due for payment within thirty (30) calendar days of the invoice date.

Unless otherwise agreed in a Service Order, the Customer shall reimburse travel expenses and travel time (from Lobster's registered offices) as follows:

- Flights: Economy
- Train: 2nd class
- Car: € 0.70 per kilometre
- Travel time: € 60 per hour
- Overnight stay: according to receipt

VIII Regulations on the term and termination of Support Services

1. Term The term of Lobster_data's Support Services is specified in the respective Service Order.

2. Termination for convenience Terminating a Service Order for the provision of Support Services for convenience is regulated by the respective Service Order. Art. 648 BGB is not applicable.

3. Termination for good cause Both Parties reserve the right to terminate for good cause in accordance with art. 314 BGB. As a rule, termination for good cause may only be effected, if the respective Party has been given a reasonable grace period prior to termination and this period of time has elapsed unsuccessfully. The grace period must be defined immediately after becoming aware of the good cause.