TERMS OF USE
ASC Cloud Services

§ 1 General

These Terms of Use ("Agreement") come into effect between ASC Americas Inc. ("ASC") and the legal person ("Licensee") subscribing to the ASC cloud service(s) ("Services"), as detailed in § 2 and according to the underlying legal act ("Subscription").

ASC and the Licensee are hereinafter referred to collectively or individually as "Party(ies)".

If Licensee has not obtained the Subscription directly from ASC but through an ASC Reseller, the performance of certain obligations under this Agreement (e.g. invoicing) attributable to ASC may have been transferred to such Reseller; the relevant passages shall then apply *mutatis mutandis* to such Reseller instead of to ASC.

This Agreement grants the Licensee the right to access and use the subscribed Services from ASC (also "License"). ASC will charge Licensee for the use of the subscribed services according to the agreed characteristics ("Subscription Plan") or by means of a consumption-based usage fee (hereinafter generically "Fees").

ASC is only willing to grant the License, if Licensee accepts all of the terms of this Agreement and pays or has paid the full Fees.

If the Services have been ordered via an online portal, the Licensee is required to accept the terms of this Agreement and other applicable documents (cf. § 9 section 2) by activating the checkbox "I agree" prior to accessing the Services; otherwise by accepting the relating offer issued to him by ASC or an ASC Reseller.

The Licensee confirms to be entitled to act for the legal person and on its behalf and is able to provide proof of corresponding legitimation upon request by ASC.

The Licensee confirms that to have read and understood this Agreement and that he accepts to be bound by compliance to it. If the Licensee does not agree to all terms, he shall not access or otherwise use the Services, as in such case no valid license has been granted.

This Agreement shall apply *mutatis mutandis* to the temporary trial use of the Services.

§ 2 Services

(1) The Services as detailed thereinafter are offered and provided by ASC Americas Inc., a Delaware corporation, with its principal office at 101 Crawfords Corner Road, Suite 4126, Holmdel, NJ 07733, USA. For further information, please refer to our website www.asctechnologies.com.

(2) **"Neo Cloud"**: ASC provides the Licensee with a Service for recording, analyzing or evaluating corporate communication in the cloud.

(3) **"Recording Insights"**: ASC provides the Licensee with a Service for recording, analyzing or evaluating corporate communication in connection with a collaboration tool (e.g. Microsoft Teams). The Service allows the Licensee to upload recorded voice, video and textual content to a server within the Microsoft Azure environment, to save it there, to eventually analyze it with Microsoft Cognitive Services, and to replay and further process the saved content as well as the analysis results.

(4) With the Services described in the previous sections (2) and (3) the Licensee receives the technical means and permission to access software applications hosted on an ASC server or on a server hosted by a third party commissioned by ASC via telecommunication facilities and to use the functionalities of the Services. The Services are subject to a Fee and their functionalities are described in a "Service Description". Beyond that, the respectively applicable annexes to this Agreement shall apply in their respective valid versions.

(5) The Services are subject to the supplementary provision of operational support services ("Service Level Agreement" or short "SLA"), cf. § 9 section 2.

In this context, it is expressly emphasized that the support and administration of end users ("User"), the provision of simple services and the administration of basic system functions ("Level 1 Support") are the responsibility of Licensee and expressly do not constitute a service component of the subscribed Services or of the obligations that can be derived from them for ASC.

§ 3 Ordering, Payment, Term and Termination

(1) A Subscription is executed either

(i) by accepting an offer from ASC or from an ASC Partner that reflects the Subscription Plan and the Fee for the requested Services;

(ii) by booking a Subscription Plan for the requested Services via an online portal provided by ASC or by a reseller authorized by ASC, providing the required identification and billing information as well as confirming the respective billing, usage and other settlement agreements specific for this online portal; or

(iii) by sending a purchase order to ASC on the basis of an existing framework agreement on the terms and conditions contained therein.

Which order method is used in the respective case depends on the requested Service. Certain Services can only by ordered via an online portal.

(2) Due to relevant legal regulations and official provisions, a Subscription can only be executed if the manual or automated check of compliance with sanction lists or export restrictions of the United States of America or supranational organizations carried out by ASC did not reveal any indications preventing the legal transaction. This check of compliance is repeated by ASC whenever there are changes in the modality of the Subscription as well as additionally without apparent cause in regular intervals.

In case of indications preventing the legal transaction, it remains pending and ineffective until a conclusive clarification by ASC has taken place and then is either approved of or finally refused.

(3) In addition, a Subscription can only come into effect if the supplementary agreement on the provision of operational support and maintenance service ("Service Level Agreement ASC Cloud Services") is valid; it includes a mandatory division of the related tasks between a Licensee, eventually an authorized reseller, and ASC.

This supplementary agreement can be effective either (i) if the Subscription has been obtained from a reseller authorized by ASC that has been committed to provide these very same Services to licensees; or (ii) if such an authorized reseller has been selected in a drop-down list when booking the Subscription in an online portal, or (iii) if the Licensee itself has accepted the "Service Level Agreement ASC Cloud Services" and the obligations described therein; such an acceptance can take place by assenting to an offer from ASC or by the respective confirmation when booking a Subscription in an online portal.

In all cases described above, the obligations of ASC are limited to the provision of the services described in the "Service Level Agreement ASC Cloud Services".

(4) Subscriptions (i) are always executed for a defined period of time; (ii) are calculated according to defined parameters (e.g. "Named User" or "Concurrent Channels") and may include usage volumes (e.g. "Storage Consumption" or "Analytics Volume"), and (iii) depending on the respective service, either in advance ("Subscription Plan", see § 3, Section 4a) or retroactively according to actual consumption ("Usage Fee", see § 3, Section 4c). Which billing method is used in a specific case becomes apparent when ordering.

If the usage volumes included in the Subscription Plan (e.g. for storage or transcription) are exceeded, (i) in order to avoid data loss in the case of storage consumption, it may become necessary to charge for additional volumes in stages; Licensee shall be deemed to have given its consent to this upon conclusion of the subscription; or (ii) it may become necessary (e.g. in the case of transcription) to book additional volumes.

In general, the Fees are those that apply on the first day of a Subscription.

If additional license parameters (e.g. named users) are added during a current subscription, they will be charged at the same rate as the original license parameters for the remainder of the subscription term.

ASC will adjust the Fees to the then applicable Standard for a contract term of up to twelve (12) months after the end of such term and with effect for the subsequent term. The Standard in this context shall be ASC's published list prices / MSRPs applying agreed framework contract or project conditions.

ASC will adjust the Fees – unless the Subscription Plan was obtained via a third-party online portal – for a subscription term of more than twelve (12) months also during this term by three (3) percent per 12-month-period, as well as after the end of this term with effect for the following term to the then applicable Standard.

The annual adjustment of the Standard is based on the consumer price index for the United States plus a maximum of three (3) percentage points. ASC may deviate from this target figure if this is required by preliminary products and services contained in the Service.

(4a) Invoicing for a Subscription Plan shall take place – unless it has been obtained via an online portal (cf. § 3 section 4b) – immediately after provisioning of the Service by ASC ("onboarding"), regardless of its actual use.

In the case of onboarding by an ASC Partner, invoicing takes place no later than thirty (30) days after ASC has provided the Partner with all information required for such onboarding.

The Fees will be invoiced in advance and shall be payable without deductions within fourteen (14) days after invoicing in United States Dollars (USD). In case of other means of payment (e.g. credit cards), different conditions may apply.

Depending on the selected means of payment, the value date is immediately or on the next banking day. The due amount with the reference "ASC Technologies AG; Subscription" will be charged to the selected means of payment monthly (on a recurrent basis) in advance at the beginning of the subscription.

The Licensee authorizes ASC to charge them using the payment method selected at the start of the Subscription periodically for each subsequent billing interval. The Licensee authorizes ASC to charge such payments either as electronic direct debits or credit transfers or as electronic bank drafts from the indicated account (in the case of an automated clearing house or comparable debit) or as debits from the indicated card account (in the case of credit card or comparable payments) (together referred to as "Electronic Payment").

If a payment is cancelled or a credit card payment or similar transaction is declined or refused, ASC or its service providers reserve the right to collect any fees for refund, rejection or insufficient coverage to the maximum extent permitted by applicable law and to debit the Licensee's account with such fee by electronic payment or to charge him the due amount.

In the event of a canceled, refused or delayed payment of a Fee, ASC may immediately restrict the functionalities of the Service or block its usage entirely. In such case, the Licensee shall continue to be obliged to pay the Fees.

In the event that the Licensee is in default of payment of the Fee or a substantial portion thereof for two (2) consecutive months, ASC shall have the right to terminate the provision of the Service without notice and to seek damages.

A Subscription Plan may begin on any calendar day – e. g. the twentieth (20th) day – of a month and stays effective until the same day – in the example above until the twentieth (20th) day – of the following month, or last month of a longer term. A Subscription Plan concluded on the last day of a month stays effective until the last day of the following month or last month of a longer term.

A Subscription Plan shall renew for the same subsequent term after the expiration of its initial term, whereas a Subscription Plan with an initial term of twelve (12) months or longer shall renew for subsequent twelve (12) months until terminated upon thirty (30) days written notice to the end of the current subscription term.

Should the usage volume included in the Subscription Plan have been depleted to a large extent, the Licensee will receive system-supported warnings and suggestions for courses of action. If the Licensee ignores these warnings, the Service will restrict certain functions completely or partially, or will be charged retroactively once the contained usage volume has been depleted entirely.

Upon receipt of termination by the Licensee, the license and thus access to the Services will expire on the last day of the current Subscription Period.

If ASC fails to provide the Service ready for operation on time, liability shall be in accordance with § 6. The Licensee is entitled to withdraw from the Subscription only if ASC fails to provide the Service within a reasonable period of time granted by him, which must be at least two (2) weeks.

4b) In derogation from the general provisions of § 3 section 4a, the following shall apply when a Subscription Plan is obtained via an online portal:

In principle, Subscription Plans are initially ordered for a period of twelve (12) months with monthly billing. You can decide whether the subscription should be automatically renewed after expiration or not.

By confirming an activation button, the subscription becomes legally effective. Thereafter, the relating invoicing shall take place in accordance with the relevant provisions of the online portal. Onboarding by ASC also takes place subsequently.

(4c) For Subscriptions calculated retrospectively on the basis of the actual consumption, the Fee is charged by ASC in arrears based on a monthly consumption report as of the billing date; further details can be found in the ASC License and Accounting Agreement.

Such Subscription of consumption-based Services always starts on the first day of a calendar month and runs until the end of the last day of the same calendar month. It renews automatically for another calendar month until terminated in writing with thirty (30) days of notice to the end of a calendar month. Upon receipt of termination by the Licensee, the license and thus access to the Services will expire on the last day of the current Subscription Period.

The invoicing for a Subscription takes place after it has been used for the first time, but irrespective of this no later than ninety (90) days after confirmation of the order.

Invoices shall be payable without deductions within fourteen (14) days after the invoice date in United States Dollars.

In case of delayed payment of the Fee, the use of the Service may be restricted or disabled from a point in time on defined by ASC. In such case, the Licensee shall continue to be obliged to pay the Fee.

In the event that the Licensee is in default of payment of the Fee or a substantial portion thereof for two (2) consecutive months, ASC shall have the right to terminate the provision of the Service without notice and to seek damages.

If ASC fails to provide the Service ready for operation on time, liability shall be in accordance with § 6. The Licensee is entitled to terminate the Subscription only if ASC fails to provide the Service within a reasonable period, which must be at least two (2) weeks.

(5) If a Subscription or an agreement for temporary trial use is duly terminated, not renewed, or expires on a specified date, the Licensee's right to use the Services will terminate and ASC will no longer have a legal basis to process the (personal) data associated therewith.

All stored data will continue to be available for chargeable download or backup for another thirty (30) days after this date.

They are thereafter completely and irrevocably deleted by ASC, including archive and backup files as well as user settings and configurations. For further information, please refer to § 7 section 8.

(6) Either Party may terminate this Agreement if the other Party commits a material breach – especially, but not limited to, (i) infringement of intellectual property rights, (ii) infringement of any other protected rights, (iii) infringement of the Confidentiality Agreement, or (iv) continuous breach of obligations under this Agreement – which is not cured within thirty (30) days of receiving written notice from the non-breaching Party. In addition, either Party may terminate the Agreement upon written notice if the other Party has availed itself of or become subject to a proceeding in bankruptcy.

§ 4 Terms of Use

(1) By using the Services, the Licensee accepts this present Agreement in its entirety, at any time and without limitations.

(2) The Licensee is expressly obligated to

(i) pay the agreed Fee in due time;

(ii) name all Users authorized by Licensee to use the Services and to notify ASC upon request of any changes in the assignment of Users caused by organizational changes, staff changes, etc.

(iii) protect the usage and access authorizations assigned to Licensee and the Users of the Services as well as the identification and authentication security measures against the access of third parties and not to pass them on to unauthorized Users;

(iv) make sure that all property rights and copyrights are observed (e. g. when transferring text and data of third parties to ASC's servers).

(v) ensure that the provisions of the applicable data protection laws are observed and complied with at all times, without restriction and under all circumstances;

(vi) obtain the necessary verifiable consent of the data subject to the extent that Licensee processes personal data within the scope of the usage of the Service and no other permission is relevant;

(vii) if applicable by law, execute Agreements on Data Processing with ASC or the ASC Reseller and to keep them up to date;

(viii) introduce, maintain, and document appropriate technical and organizational measures for information security;

(ix) not misuse the Services or allow others to misuse it; particularly not to transfer information with illegal or immoral content or share information that serves incitement to hatred and violence against individual persons, groups or minorities, induces or invites criminal offences or glorifies or trivializes violence, is sexually offensive or pornographic, capable of causing serious moral harm to children or adolescents or damages the reputation of ASC;

(x) refrain from trying to obtain illegal access to information or data or have unauthorized third parties do so or to intervene or have third parties intervene with programs operated by ASC or illegally intrude into ASC data networks;

(xi) not use the possible exchange of electronic messages for sending unsolicited messages or information to third parties for advertising purposes;

(xii) release ASC of any claims based on the illegal usage or the tolerated illegal usage of the Services or which particularly stem from data protection, copyright or other legal disputes connected to the usage of the Services, if directly attributable to Licensee. As soon as the Licensee is aware of or in the position to recognize such a violation, he is obliged to immediately inform ASC about it;

(xiii) reimburse ASC for the expenses incurred for checking equipment following the submission of a fault report, if that check shows that the fault was not in ASC's equipment and that the Licensee could have recognized this if he had made a reasonable effort to find the fault; and

(xvi) obligate the Users of the Services equally and demonstrably to comply with these Terms of Use.

(3) Limited to the term of this Agreement, the Licensee and the Users authorized by Licensee are granted the spatially unlimited, non-exclusive right to access the Services via telecommunication and to use the functionalities associated with the Services by means of a software application or a browser. The Licensee does not receive any additional rights to the Services, i. e. neither to the underlying software itself nor to the databases, the system software or the operating system.

(4) The Licensee may not copy, modify, or transfer the Solution to others, in whole or in part, except as expressly provided in this Agreement. The Solution contains trade secrets of ASC, and the Licensee may not reverse engineer, disassemble, decompile, or translate the Solution, or otherwise attempt to derive its source code or the source code through which the Solution is accessed, or authorize any third-party to do any of the foregoing. The license granted hereunder is personal to the Licensee, and any attempt by Licensee to transfer any of the rights, duties or obligations hereunder shall terminate this Agreement and make it void. The Licensee may not rent, lease, loan, resell, or distribute the Solution or any part thereof in any way including, but not limited to, making the Solution available to others via shared access to a single computer, a computer network, or by sharing access information, which includes username and password.

(5) If the (lawful) use of the Services is affected by third-party property rights without fault of ASC, then ASC is entitled to refuse the provisioning of the Services with immediate effect. ASC will inform the Licensee without delay and grant Licensee access to Licensee's data in an appropriate way. In this case, the Licensee shall no longer be obliged to pay the Fee; Licensee's other claims and rights remain unaffected.

(6) If the check of compliance with sanction lists or export restrictions of the United States of America or supranational organizations detects a relevant indication, ASC is bound to immediately suspend the Subscription and to prevent the usage of the Services. ASC will inform the Licensee as well as the responsible authorities of the detected indication. Until the matter has been settled, the Licensee does not have to pay the Fee.

(7) When using an algorithm-based analytics rule set curated by ASC and included in the subscribed Service to meet regulatory or self-defined requirements ("Compliance Policy"), or when using a Compliance Policy self-developed by Licensee based on the curated Compliance Policy, Licensee is obligated to verify and ensure that the Compliance Policy in use fully meets its specific requirements. ASC does not warrant that curated or self-developed Compliance Policies will address all possible individual or regulatory requirements of a Licensee.

(8) Subject to this Agreement, ASC may make available to Licensee certain features or tools within or in connection with the Services that utilize or leverage ASC's or its suppliers' artificial intelligence technologies, including rich language models, algorithms, and machine learning technologies (collectively, "ASC AI Tools"). These ASC AI Tools may be used by Licensee through the Services to generate text suggestions, information, results, content, and other materials (collectively, 'Outputs') in response to Customer's requests or inputs (collectively, 'Inputs').

As between the parties, the Licensee's Inputs and Outputs shall be considered 'Customer Data' and 'Confidential Information' of the Licensee for the purposes of this Agreement. Due to the nature of artificial intelligence technology, Licensee acknowledges that Licensee's Inputs and Outputs may not be unique, and that the ASC AI Tools may generate the same or similar Outputs for other users of the ASC AI Tools. The Licensee acknowledges that it may not have ownership rights to inputs or outputs if the same or similar inputs or outputs have been submitted to or generated by the ASC AI Tools by other users of the ASC AI Tools or related artificial intelligence technologies.

The use of artificial intelligence may lead to inaccurate or incomplete results due to its probabilistic nature. It is the sole responsibility of the Licensee to evaluate the accuracy, completeness and suitability of its inputs and outputs for the User's use cases and to subject them to appropriate quality control procedures, including human review and verification.

ASC makes no representations, warranties, or undertakings with respect to the Inputs or Outputs, except that ASC agrees not to disclose Licensee's specific Inputs or Outputs to any third party without Licensee's prior consent, except as necessary for the provision of the Services.

§ 4a Fair Use Policy

(1) The rules set forth below ("Fair Use Policy") shall ensure that Licensees and Users responsibly access the Services and therefore do not compromise their quality of service as well as their stability, security and performance. It defines the responsibilities when accessing the Service, potential consequences if the Services are used unreasonable, and prohibitions supplementary to §§ 4 and 5 on using the service in an unlawful manner or for reasons ASC considers a material breach of this Agreement including but not limited to unauthorized access by individuals not covered under the applicable Subscription, attempts to bypass security measures, and illegal activities as defined by applicable law, or any actions ASC considers a material breach of this Agreement.

(2) The Services provide a variety of functionalities and associated Subscription models that may include limits on transactions, processing or storage of data. This Fair Use Policy applies to the use of the Service even if no limit is specified in a particular Subscription.

(3) Subscriptions are typically based on defined parameters (cf. § 3 section 4), e.g. "Named User", which means a license per individual person is required. In this example, the Subscriptions are designed to support the recording needs of a single business that engages in typical business activities, during standard business hours within the respective geographic region.

(4) The following examples provide a non-exhaustive overview of cases that ASC considers to be "inappropriate use" of a service or its underlying application programming interface (API) and thus a violation of this Fair Use Policy:

(i) Use of a Service causes significant congestion, disruption or otherwise adversely affects the network of ASC or a third party;

(ii) use of a Service affects adversely any other User of this same Service;

(iii) service is used in a way which could not be reasonably regarded as ordinary business use;

(iv) Licensee or User sets up software or algorithms to alter or overcome the Subscription or pricing charges; or

(v) effective daily usage of recording, processing, replay or transaction volumes repeatedly falls beyond the standard deviation of general usage by all ASC customers.

(vi) in the case of projects involving Neo Cloud or the operation of a CSSP solution, a client is assigned significantly more extensions than there are employees configured with extensions. A significant difference is considered to be when the number of configured extensions exceeds twice the measured "Named Users" for voice recording, or six times that number for trading.

(5) Notwithstanding any other rights in these Terms of Use, ASC reserves the following countermeasures to enforce this Fair Use Policy:

(i) Contact the Licensee to alert a breach of this Fair Use Policy in ASC's reasonable discretion;

(ii) suspend or limit the Service without prior notification in severe and urging cases, in its entirety or selected features thereof, for any period ASC regards as reasonably required in the circumstances given; or

(iii) terminate the Subscription and any other agreements with the Licensee,

(iv) If a violation of paragraph 4(vi) is detected and has already been reported in accordance with (5)(i), billing shall be carried out in deviation from the agreed method as follows: If the number of measured "Named Users" exceeds the values specified in paragraph 4(vi), the number of measured extensions shall instead be used for billing, divided by 2 for voice recording users and by 6 for trading users. The result is rounded up.

§ 4b Subsequent Pricing

ASC reserves the right to introduce pricing for new features or for features that were previously made available free of charge. Customers will be notified of such changes in writing or in text form at least 30 calendar days prior to the effective date. Continued use of the affected features after the specified effective date shall be deemed as acceptance of the new charges.

§ 5 Non-Conforming Use of the Services

(1) ASC has the right to block the access to the Services or to the saved data if the Licensee or Users authorized by Licensee breach one of the cardinal duties defined in this Agreement, especially those stated in sections § 4 section 2 (iv) – (xi).

Access it not granted before the complained breach has been remedied permanently or when the risk of a repeated breach can be ruled out reliably by way of a reasonable cease-and-desist declaration under penalty to ASC.

In such case the Licensee shall continue to be obliged to pay the Fee.

(2) In the event of a breach of the Terms of Use and the obligations imposed therein on a User, Licensee shall provide ASC upon request with all information necessary to assert claims against the User, including the User's name and address.

In case of an unauthorized surrender of use, the Licensee, upon request, has to immediately provide ASC with all information, especially with the name and address of the User, to assert claims against this unauthorized User.

The assertion of the aforementioned rights to information by ASC is subject to applicable law.

(3) ASC is entitled to delete the respective data in case of a breach of § 4 section 2 (ix).

(4) ASC is entitled to claim damage in case of a breach of the Terms of Use by the Licensee.

§ 6 Warranty Disclaimer and Limitation of Liability

(1) Unless expressly provided herein, the Services under this Agreement are provided „as is" and ASC makes no representations or warranties. ASC expressly disclaims all warranties, express or implied, of any kind, for the Services and any other material provided to the Licensee by ASC, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. ASC does not warrant that the Services are error-free, that their operation will be uninterrupted, or that the Services will meet any particular user requirements. Without limiting the generality of the foregoing, ASC makes no warranty and provides no assurance that the Services will meet certification requirements of any regulatory agency or supervisory authority.

(2) The ASC AI Tools are designed as tools for generating outputs. However, no guarantee is given as to the accuracy, selection or informativeness of the outputs, nor that they are suitable for any particular purpose or application. The laws and regulations governing the use of generative AI are constantly evolving. ASC makes no warranty that Licensee's use of the Services, including the ASC AI Tools or their Outputs, will comply with applicable laws and regulations. Similarly, ASC cannot guarantee that future laws and regulations will not affect the Licensee's use of the Services.

ASC makes no representation that the Licensee is the rightful owner of the Outputs or that the Inputs or Results are protected by intellectual property rights. Similarly, no warranty is given that the Outputs do not infringe or misappropriate any intellectual property rights or proprietary rights of third parties. The Licensee is solely responsible for: (i) using the Services, including the ASC AI Tools and the Outputs, in accordance with all applicable laws; (ii) assessing the suitability of the Results for its specific application.

(3) ASC's overall liability – aggregated, due to whatever reason and legal ground – shall be limited to the cumulated Fee paid by Licensee of the last three (3) months before damage has been claimed.

(4) Unless otherwise provided by law, neither Party shall not be liable for any indirect damages (damages to property or personal injury, financial or immaterial damages, downtimes, loss of income, anticipated profits or business opportunities, or consequential damages) arising from or related to this Agreement.

(5) This limitation of liability extends to third parties which have been commissioned by ASC to perform the Services.

§ 7 Data Privacy

The Parties shall always and without restriction observe the provisions of the applicable data protection legislation.

All data processed in connection with the Services will be safely processed within the Microsoft Azure environment, for which both – ASC and Microsoft – guarantee a variety of technical and organizational measures according to ISO/IEC 27001 and ISAE-3302 (SOC-2 Type II).

All data processed in connection with the Services is exclusively stored for the purpose of these Services. It will only be shared with Microsoft to perform the Azure Video Indexer for providing the Licensee with additional information on the uploaded content discovered by Azure Cognitive Services.

If governmental institutions, e.g. law enforcement agencies, request access to stored data or the enabling of lawful interception on the basis of applicable laws and a court order, ASC will examine such a request under strict data protection standards and will try to reject it for reasons of principle, but must grant it if necessary. ASC will – to the extent permitted by law and not subject to any confidentiality obligation in ongoing investigative proceedings – inform Licensee of any such measure.

§ 8 Intellectual Property Rights

The Parties expressly acknowledge and agree that all industrial property rights, copyrights, exploitation rights, trademarks, titles and the intellectual property rights to the Services and the underlying software including their documentation are and remain exclusively, unrestrictedly and completely with ASC.

§ 9 Final Provisions

(1) This Agreement is a constituent part of the underlying legal act.

It is accepted by the Licensee upon ordering and comes into force upon provision of the subscribed Service(s) without requiring a separate confirmation or signature. It shall retain its validity for the entire period of usage of the Service(s).

Should the Licensee object to this Agreement or refuse to give a required confirmation of terms that may have been changed within the scope of a software update or upgrade, further usage of the Service is prohibited.

The granted Rights of Usage shall then be suspended in their entirety and without entitlement to reimbursement of any payments that may have already been made.

(2) SUPPLEMENTARY TO AND SIMULTANEOUSLY WITH THIS AGREEMENT THE FOLLOWING DOCUMENTS ARE BINDING:

- Agreement on Data Processing (if applicable);
- Service Level Agreement ASC Cloud Services;

- applicable Service Description(s);
- applicable Training Requirements;

and, for Services billed on consumption basis, the

- License and Accounting Agreement.

(3) If circumstances of force majeure occur, the Parties shall be exempt from fulfilling their obligations under this Agreement. The parties shall inform each other – immediately and in writing – about the occurrence of a circumstance of force majeure.

Examples of force majeure include war, pandemics, epidemics, strikes, unrest, expropriation, substantial changes in law, storms, floods and other natural disasters as well as other circumstances beyond the Parties' control, especially fire, ingress of water, power blackouts and interruptions / destruction of lines for data transmission.

(4) The Parties shall observe – without any limitation or reservation – all applicable laws, statutes, regulations, ordinances of any local, state, federal, national or other jurisdictional locality. This includes all laws applicable to the export and import of products and services, compliance with export/sanction control regulations, laws governing payments to government officials in the jurisdictions where both Parties operate and other similar, comparable or equivalent laws, applicable to the performance under this Agreement.

(5) ASC may execute this Agreement either by itself or may transfer it to a certified business partner, whereupon all rights and obligations under this Agreement shall pass to the latter.

(6) The terms and conditions herein and, if applicable, a framework agreement, constitute the entire Agreement between the Parties. They supersede any and all other agreements, oral or written, relating to such subject matter that may have been entered into between the Parties prior to the date of this Agreement. To the extent there is a conflict between this Agreement and other documentation, the terms of this Agreement shall govern.

(7) ASC retains the right to adjust these Terms of Use from time to time and in its sole discretion.

(8) Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining terms. The Parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.

(9) This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the access rights to the Service granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, in each case located in the city of Wilmington and County of New Castle, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

The provisions of the United Nations Convention on the International Sale of Goods do not apply to this Agreement, or any legal act executed thereunder.