

### **1. Contractual basis of Services from Hypersoft**

1.1 The following General Terms and Conditions (hereinafter "GTC") apply to all - including future - contracts of the contracting party (customer) with Hypersoft Trading GmbH (hereinafter "Hypersoft"). The GTC also apply if Hypersoft provides the service in knowledge of deviating or conflicting conditions.

1.2 Customer recognizes the validity of these GTC by his consent, e.g. with his registration or confirmation on the Hypersoft website. For consent not granted via the website, the inclusion for deliveries and services applies if Hypersoft has pointed out the validity of its terms and conditions in the context of offers or delivery confirmations.

1.3 The agreement of GTC of the customer is excluded. Any other deviating provisions of the customer are also not agreed by the fact that the customer makes his order by including his customer terms and conditions or by the Hypersoft offer and Hypersoft GTCs conflicting regulations.

1.4 The individual ancillary agreements, changes or additions to the contract conditions contrary to the Hypersoft GTC require a written agreement. In the event that individual deviating agreements are made by consensus and mutual declarations of intent, they will take precedence over the Hypersoft GTC.

1.5 The services are provided exclusively for merchants, entrepreneurs, traders and legal entities (including those under public law).

1.6 The services, offers or declarations of intent of Hypersoft are not aimed at consumers or minors. If the other party is a minor or a consumer, it must notify Hypersoft immediately.

### **2. Offer and order confirmation**

2.1 Offers from Hypersoft are not binding. A contract is only concluded by the written order confirmation of Hypersoft or implied by their performance.

2.2 If the order constitutes an offer within the meaning of § 145 BGB, Hypersoft is entitled to accept it within a period of two weeks. This is a binding offer for the client during the Hypersoft Acceptance Period.

2.3 Hypersoft reserves all proprietary rights, copyrights and other proprietary rights to all illustrations, calculations, drawings and other documents. Customer may only pass these on to third parties with written consent from Hypersoft, irrespective of whether Hypersoft has marked these as confidential, these documents have the meaning of strictly confidential.

### **3. Delivery dates**

3.1 Delivery dates and deadlines arise exclusively from the order confirmation of Hypersoft or a written contract countersigned by Hypersoft. They are not binding unless Hypersoft has confirmed them in writing as binding.

3.2 For the adherence to the delivery dates and for the passing of risk the time is decisive, in which Hypersoft hands over the subject of the contract to the transporter, for software the time applies, in which the software is available on the Internet and Customer is informed about it.

3.3 In accordance with section 9 the delivery dates are extended by the period in which Hypersoft is prevented from providing the services due to circumstances for which it is not responsible (labor disputes, force majeure or other disturbances beyond the control of Hypersoft) and an appropriate start-up period after the end the disability.

3.4 Partial deliveries are permitted provided that the delivered parts are usable in isolation. Each partial delivery can be invoiced separately.

### **4. Payment terms**

4.1 Hypersoft will charge the compensation according to the contract. Decisive for the interpretation of declarations of intent is the Hypersoft offer. In the absence of an offer, Hypersoft's general price list applies at the time of ordering.

4.2 The Hypersoft prices are calculated with the headquarters of Hypersoft in Hamburg as point of delivery. They are net prices plus applicable duties, taxes, fees and other charges. They do not include additional costs such as insurance, special packaging, delivery costs or travel expenses. These are calculated separately according to agreement or according to market prices.

4.3 Agreed prices are only binding if the service is fulfilled by Hypersoft within four months after the conclusion of the contract; For later services, the general Hypersoft list prices valid at the time of provision of the service apply. Hypersoft reserves the right to change the general price list at any time.

4.4 Payments are due on the day of receipt of the invoice at customer and payable without deduction within 14 days. Payment of the service must be made in advance, but no later than upon delivery, if the invoice is available at these times since 14 days.

4.5 All claims of Hypersoft shall be due for payment immediately if the terms of payment are not met by the customer or after the conclusion of the contract there is a material deterioration in the financial circumstances of the customer. Outstanding deliveries and services are in these cases only executed against advance payment or security deposit. If advance payments are not made by the customer, Hypersoft is entitled to withdraw from the contract in whole or in part.

4.6 If the customer is in default of payment for more than four weeks, Hypersoft is entitled to discontinue all services to the customer and / or terminate current contracts without notice.

4.7 Insofar as the customer is in default of payment, the outstanding amount shall bear interest at a rate of nine percentage points above the applicable base interest rate. This does not affect the assertion of further rights. Hypersoft reserves the right to assert further damages caused by delay.

4.8 In case of overtime, excess deliveries or other additional expenses or additional services, Hypersoft shall be entitled to a corresponding additional remuneration on the basis of the relevant contract and without a relevant contract, Hypersoft is entitled to charge based on the generally valid prices of Hypersoft.

4.9 Hypersoft is entitled to request a deposit for rental items. The amount of the deposit is the contractually agreed net rent for six months.

### **5. Place of performance, transfer of risk**

5.1 The place of performance is the registered office of Hypersoft in Hamburg.

5.2 In the event of a shipment, the risk for the item passes to the transport person to the customer when it is handed over by Hypersoft.

5.3 Specific instructions on the nature of the shipment require a written agreement to be effective.

### **6. Retention of Title**

6.1 Hypersoft reserves the ownership of a delivered object of purchase until full payment of the same (reserved goods).

6.2 In case of breach of contract by Customer, including default of payment, Hypersoft is entitled to reclaim the reserved goods.

6.2 Customer must treat the retained goods with care, adequately insure them and, if necessary, service them.

6.3 Customer may dispose of the reserved goods only with the consent of Hypersoft. In the event of Hypersoft's consent to the resale of the goods subject to retention of title, however, Customer hereby assigns to Hypersoft all claims arising from such resale, regardless of whether they are made before or after any processing of the reserved goods delivered subject to retention of title.

6.4 Without prejudice to Hypersoft's power to collect the claim itself, the customer remains authorized to collect the claim even after the assignment has been made. In this context, Hypersoft undertakes not to collect the claim as long as and to the extent that the customer meets its payment obligations, no petition for the opening of insolvency or similar proceedings is filed and no suspension of payments exists.

6.5 As long as the purchase price has not been completely paid, the customer must inform the third party of the retention of title of Hypersoft, in the event of third party access to the reserved goods. In the case of a creditor access, such as judicial execution or seizure, Hypersoft is to be informed immediately by the customer.

6.5 Insofar as the above-mentioned securities exceed the claims to be secured by more than 10%, Hypersoft is obligated to release the securities after its selection at the request of the customer.

### **7. Domiciliary rights of the customer and possession rights of Hypersoft**

7.1 In case of late payment of more than 4 weeks, Hypersoft may also retrieve the buy- or lease-object against the will of the customer.

7.2 The property right and ownership of the customer is in this respect behind the ownership and ownership of Hypersoft back.

7.4 The costs and damages associated with the possession of the reserved goods shall be borne by the customer.

## **8. Offset, Retainer**

8.1 Customer shall be entitled to offset only insofar as Customer's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement.

8.2 Customer is entitled to claim retainer rights only to the extent such counterclaims are based on the same transaction or work order.

## **9. Force Majeure**

9.1 Events of force majeure which significantly impede or render impossible a performance or obligation of a party entitle the affected party to postpone the fulfillment of this obligation or obligation by the duration of the hindrance and a reasonable start-up period

9.2 Force majeure shall be equal to industrial disputes in the parties' factories, labor disputes in third companies, delays in the supply of subcontractors and similar circumstances directly or indirectly affecting the parties.

9.3 If, due to the nature of the hindrance, it is not to be expected that the service will be provided within a reasonable time, each party shall be entitled to withdraw from this contract in whole or in part because of the unfulfilled part of the service.

## **10. Duties**

10.1 The Hypersoft service requires the timely and proper fulfillment of the customer's obligations. Defenses based on non-performance of the contract are reserved.

10.2 In case of default in acceptance or other breach of duties to cooperate by the Customer Hypersoft is entitled to claim any resulting damage including but not limited to additional expenses, if any. Further claims are reserved.

10.3 The risk of accidental loss or accidental deterioration of the goods or other services in the event of default in acceptance passes to the customer in this case with the time of default of acceptance or other violation of cooperation obligations.

10.4 In the event that Hypersoft designed or implemented prices of the customer in a web site of the customer, the customer must immediately check the website and to notify Hypersoft about any incorrect prices.

10.5 Hypersoft reserves the right to change the ordered item by customer, if these other items are made in the same or better manner of quality.

10.6 The right of exchange in accordance with 10.5 applies in particular if Hypersoft suppliers can no longer produce or deliver the ordered items.

10.7 If the replacement items offered or delivered by Hypersoft pursuant to Sections 10.5 and 10.6 are more expensive than the items originally ordered by the customer, the customer has the right to refuse to fulfill the contract with the replacement items. In this case, both parties are entitled to withdraw from the contract.

10.8 The delivery of the ordered products depends of the condition that Hypersoft is able to buy these products on the base of regular prices, terms and conditions on the open market or its supplier. In the case that this condition fail, Hypersoft is not obligated to deliver and can cancel the order.

10.9 The customer is obliged to at least daily data backup. Prior to maintenance work and other measures, such as updates or release changes, data backups must also be carried out by the customer.

10.10 Customer bears the risk, in particular of malfunctions or performance impairments, if he does not conclude a maintenance contract with Hypersoft after the period of warranty.

10.11 Hypersoft will provide documentations about the products electronically on its website. The Customer support with documentations in paper form is not mandatory or an obligation of Hypersoft.

10.12 Product installations or instruction in the use of the Hypersoft Products are subject to a fee and require a separate contract, such as a service contract for training, installation of software or a maintenance contract.

10.13 Customer commits himself to the proper accounting and to the monthly audits of the cash accounts by a extra ordinary qualified tax consultant or auditor. Customer has to notify Hypersoft with undue delay about noticeable dysfunctions.

10.14 Customer undertakes to return rental items at the contractually agreed time, at the place of performance, without defects which exceed the contractually or usually permitted use of the rental item.

10.15 Customer may only use hardware and software authorized by Hypersoft for the rental items.

10.16 Customer must follow the hardware- and software maintenance instructions from Hypersoft.

## **11. Warranty**

11.1 The following regulations are not intended to justify any claims of the customer that exceed the legal scope, but to restrict them in a legally permissible manner.

11.2 Customer is obliged to immediately notify in writing any defects in the service of Hypersoft from the time of the possibility of taking notice.

11.3 Services performed in the presence of the customer must be reprimand by the customer immediately at the time the service is performed.

11.4 A prerequisite for warranty rights of the customer is its immediate and proper fulfillment of all inspection and complaint obligations.

11.5 Any excess or short deliveries or defects must be reported by the customer to Hypersoft immediately. The customer must also report any damage to Hypersoft immediately and take damage mitigation measures.

11.6 If the customer omits the immediate notification of damage or reasonable measures to mitigate damage, these breaches of duty will be credited against the customer's claim as to the nature and extent of the damage and reduction.

11.7 The notice of defects should describe the defect as precisely as possible and make the error reproducible. The minimum information is the item description with device number, the error message of the device itself, the cause of the defect, the effects of the defect, frequency of occurrence of the defect, the period of existence of the defect, the environmental factors (heat, cold or moisture), uninterruptible power supply, age of the device and the time and type of the last maintenance. Possible operating errors or changes made to the settings based on the factory settings.

11.8 Warranty claims, other than leasing, shall be time-barred after 12 months of the legal statutory limitation period.

11.9 Completed remedies are to be formal accepted by the customer at the request of Hypersoft.

11.10 Without acceptance, remedial measures from Hypersoft are accepted as accepted by the customer after 10 working days without renewed notification of defects by the customer.

11.11 A service of the company is considered to be accepted, in particular, if it is used for more than two weeks without notification of defects or if it could have been used by the customer.

11.12 Hypersoft does not warrant to the customer that the subject matter of performance is free from third-party rights, unless it assures this property in writing.

11.13 In the case of defects in a purchased item, the customer has the right to subsequent performance in the form of remedying the defect or delivery of a defect-free item. If the subsequent performance fails three or more than three times, the customer is entitled to reduce the purchase price or to withdraw from the contract.

11.14 The parts of a thing exchanged as part of a subsequent performance are the property of Hypersoft and must be returned by the customer without delay.

11.15 Misrepresentation of defect-notification, which the customer has made grossly negligent or even deliberate, oblige the customer to reimburse all expenses incurred by Hypersoft due to the unjustified notification of the defect.

11.16 If it is not possible to remedy a defect for Hypersoft or if the expense is not commensurate with the impairment of use, Hypersoft has the right to develop a workaround for the fulfillment of the customer's warranty and to limit the warranty of this workaround.

11.17 If the defective object is a software, the supplementary performance can also be effected by providing a download, transfer or installation of a new program version or a workaround.

11.18 If the defect does not affect the functionality or only negligibly, then Hypersoft shall be entitled, under exclusion of further warranty rights, to remedy the defect by delivering a new version or an update as part of its version, update and upgrade planning.

11.19 Hypersoft does not assume any warranty in the event of a breach of contractual agreements by the customer, unauthorized changes in the subject matter of the service or if the defect is due to operational wear or normal wear or negligence, such as wear and tear improper use or operating error of the customer.

11.20 Customer is obliged to back up the data. Hypersoft assumes no warranty for loss of data of Customer that would not have occurred if Customer had at least performed a daily backup or had ordered relevant services of Hypersoft. Likewise, a warranty of Hypersoft is excluded if Customer u.a. did not perform proper data backup prior to configuration change, repair, maintenance, or maintenance.

11.21 Any changes or additions to the object of purchase or leasing made by the customer or by third parties shall void Hypersoft's warranty, unless the customer proves that the change or extension is not the cause of the defect.

11.22 Hypersoft is not responsible for defects caused by improper operation, operating conditions or the use of unsuitable equipment by the customer.

11.23 Hypersoft does not warrant for any damage or other prejudice to the Customer, such as changes in the law, changes in administrative regulations or changes in the auditing practice of the tax and revenue office or financial advisers, which would not have occurred through regular updates based on the conclusion of a current software maintenance agreement or other standard maintenance contracts with Hypersoft.

11.24 Maintenance or support agreements do not extend the legal warranty.

11.25 Customer is obligated to send products with a defect back to Hypersoft immediately.

11.26 On request of Hypersoft the customer shall make the objects of the warranty available to Hypersoft at the place of performance.

## **12. Liability**

12.1 For damages caused to the customer by Hypersoft, Hypersoft shall be liable to the customer in accordance with the following provisions.

12.2 Hypersoft is liable in accordance with the statutory provisions for damages caused intentionally or through gross negligence on the part of Hypersoft. Hypersoft is also liable in case of injury to life, body or health in accordance with the statutory provisions.

12.3 In all other cases, Hypersoft is only liable in case of breach of a material contractual obligation. Significant contractual obligations are those obligations which are essential for the fulfillment of the proper performance of the contract as such and on the compliance of which the customer may regularly rely. In these cases liability is limited to the replacement of foreseeable, usually occurring damages. The parties do not expect any more ordinary and foreseeable damage than a ceiling of the total amount of all purchases between customer and Hypersoft within the twelve calendar months preceding the loss event. If the contract has not yet existed for twelve months at the time of the event, then the contractually expected sales within the first twelve month are to be assumed.

12.4 In cases in which the liability of Hypersoft is excluded or limited by the above provisions, this also applies to its vicarious agents, employees or legal representatives.

## **13. License, rights to the work result**

13.1 Hypersoft grants its customers licenses and related software products only for a limited period of time. If no limited period of time is specified in the contract, the granting of rights is one year.

13.2 Only under the condition, expressly and in written form agreed, Customer purchase a simple license of Hypersoft software, with the right to use in accordance with section 13.3 followings and section 14.2 followings.

13.3 After payment of the license fees Hypersoft grants the customer a simple, revocable and non-exclusive license to use the licensed Hypersoft software in Germany, Switzerland or Austria. All uses beyond a simple right to use the software are subject to approval by Hypersoft in writing and by individual agreement. The obligation to consent relates in particular to the duplication of the program. This does not apply to the creation of a backup copy of the software, which may, however, only be used to restore functionality, but not even productively. Customer may not, without the consent of Hypersoft, modify licensed Software, create derivative works of licensed Software, or otherwise sell like a reseller the granted rights without the prior written consent of Hypersoft.

13.4 The use of the software provided to the Customer is limited to the operating locations of the Customer or its franchisees. The use of the license by service providers or other third parties is excluded. The license use is limited to the use of the software by the customer and his employees. The use of the software by third parties is excluded. If the customer wishes to conclude a contract with a third party ("service provider") for the provision of data processing services for the customer and the service provider intends to install and use the products at locations of the service provider for the purpose of providing services to the customer, these services are required License usage of Hypersoft's consent.

13.5 Each license is secured with a license key. The license key together with the Hypersoft customer number and the customer data serves as the license holder and may not be passed on to third parties without changing ownership. All information about the program licenses purchased will be held by Hypersoft under the Hypersoft customer number and in conjunction with the license key. Per license key, a Hypersoft Suite system (one server and a number of network workstations dependent on the licenses purchased) may be installed, activated and used.

13.6 The proprietary rights to the Licensed Software, in particular all copyrights, patents, trademarks, service marks, trade secrets and other proprietary rights, remain the property of Hypersoft, including in the event of modifications.

13.7 To the extent that Customer requires customization of the Hypersoft Software for its special needs, Hypersoft will do so on the basis of the contractual agreements. Hypersoft's rights to its software are not affected by any customization of the Hypersoft software. Hypersoft grants the customer a simple right to use the software adaptation.

13.8 Hypersoft has the right to incorporate custom software customizations or enhancements into its standard software.

13.9 The commissioning of services or work by Hypersoft shall not transfer to the customer any intellectual property or, in particular, any copyright on the Hypersoft Software or other objects protected by copyright or industrial property rights. The customer is obliged to acquire the necessary licenses for operating the software or any use of it.

13.10 Customer generally only receives a simple right to use the contractually agreed service and the work results. The obligation to acquire the required Hypersoft licenses remains unaffected.

13.11 The acquisition of intellectual property by the customer due to the ordering of work or services for the programming of individual software is rejected by Hypersoft.

13.12 To the extent that Hypersoft Products contains third-party software codes, the third-party software code may be used only with the product unless otherwise specified in the documentation.

13.13 To the extent that Hypersoft Products contains third-party software codes, the Documentation and the terms & conditions regarding third-party software codes, shall prevail over the contractual agreements between the Customer and Hypersoft.

13.14 Hypersoft may supply the customer with products from third parties free of charge. Such products are provided legally separate from Hypersoft products and are subject to the license terms of the copyright holder. Hypersoft assumes no warranty for defects and damages of free third-party products.

13.15 The use of Hypersoft products and other services, in particular the Apps, is restricted to the contractual purpose and understanding of Hypersoft in the time by conclusion of Agreement.

## **14. Transfer of the license**

14.1 The transfer of a rented license or the relevant software to a third party is not permitted without the written consent of Hypersoft.

14.2 A purchased original license from Hypersoft may be transferred by the customer, and only to the extent permitted by law, without the consent of Hypersoft, to a third party.

14.3 The consent of a license transfer from Hypersoft requires at least the conclusion of a software maintenance contract with the third party for twelve months after the transfer.

14.4 The "Hypersoft Performer" bundle is excluded from the transfer of the software and the software license. Here the use of the software is bound to the hardware, so that only the hardware is sold and the associated licenses are mandatory co-assigned. Separation of hardware and software is prohibited for Hypersoft Performer products.

14.5 Hypersoft may charge a processing fee for the new installation in the support and maintenance system by transferring the license.

## **15. Export control regulations**

15.1 The products supplied by Hypersoft and their technical know-how are only intended for use and to remain in the Federal Republic of Germany.

15.2 The customer undertakes to observe all relevant German and foreign legislation before any intended export. The customer is also responsible for compliance with all relevant German and foreign export control regulations by his customers and exempts Hypersoft in this respect from the liability.

15.3 For foreign customers and legal transactions with foreign countries, the products supplied by Hypersoft and their technical know-how are only intended for use and to remain in the respective country of delivery.

15.4 Customs duties are payable by the customer.

## **16. Privacy**

16.1 Customer as a Controller in the meaning of GDPR is responsible for the lawful processing of its data, such as customer, supplier or employee data, by Hypersoft.

16.2 Customer as a Controller in the meaning of GDPR warrants to Hypersoft that the data transmitted or made available to Hypersoft will be collected and processed in a lawful manner. The order processing takes place within the Hypersoft group of companies with the help of automatic data processing. Customer hereby agrees that Hypersoft may use its data under the Debt Relationship for business purposes within Hypersoft Group of Companies.

16.3 Insofar as customer shares its personal data (such as name, address or e-mail address) collected on the Hypersoft websites or in the customer portal is not required by the customer or required by law, the customer voluntarily agrees to the processing of its personal data (consent). The consent to data processing can be revoked by the customer at any time with effect for the future. Legal and contractual regulations or authorizations for data processing remain unaffected by the revocation.

16.4 In the event that customer uses the Hypersoft websites, it gives consent to the use of cookies, under the condition that customer become transparent informed about purpose and manner of cookies.

16.5 Hypersoft may use the personal data of the customer for purposes of marketing or for newsletters. The customer can revoke its consent to this at any time with effect for the future.

16.6 Hypersoft is entitled to - to the extent permitted by law - for the purpose of deciding on the creation, implementation or termination of the contract to examine the risk of default on the part of the customer.

16.7 In that regard, probability values for the future behavior of the customer are collected and processed. Address data of the customer are also used to calculate these probability values.

16.8 Hypersoft will use the services of credit reference agencies or other third parties for the purposes of the audit and will, for this purpose, transmit or request data from the customer.

16.9 Hypersoft may disclose Customer's information to third parties if and to the extent necessary to perform this Agreement (such as for shipping, billing or customer service).

16.10 Upon request, Hypersoft will, upon request, provide the customer with information about the processed personal data concerning the customer. The customer has the legal right to demand the deletion, correction or blocking of his data.

16.11 Customer has awareness about insecurities and agrees to the risk that the data transmission via Internet (for example, in the communication by email) have security lacks and information can be known unauthorized from third parties.

16.12 Customer agrees that Hypersoft is permitted to use all types of cookies.

16.13 Customer is entitled and obliged to request information from Hypersoft if the information regarding the processing of personal data should not be understandable.

16.14 Hypersoft is entitled to request additional remuneration for data protection services on behalf of the customer, based on the general price list or an individual offer.

#### **17. Jurisdiction / applicable law**

17.1 Customer is an entrepreneur, a legal entity under public law or special fund under public law, for this reason the place of business of Hypersoft, Amtsstraße 9, 22143 Hamburg, is agreed as the place of performance, point of service and exclusive place of jurisdiction. The same applies if Customer does not have a general place of jurisdiction in Germany.

17.2 The German law applies.

#### **18. General final Rules**

18.1 Should individual provisions of the above conditions or parts of these be ineffective, the validity of the remaining provisions shall remain unaffected thereby. An ineffective provision of these terms and conditions shall be replaced by the valid provision which most closely approximates the invalid provision in its economic result.

18.2 Customer may transfer his rights and obligations under this contract to third parties only with the written consent of Hypersoft.

18.3 Hypersoft may change these terms and conditions with an announcement period of four weeks. If the customer does not object to the change immediately, the change is considered approved.

18.4 Hypersoft can announce the full text of the changed terms and conditions by the announcement of a hyperlink, under which the full text on the Internet can be called up, highlighting the changes.

18.5 Hypersoft has the right to engage subcontractors to provide the services under this Agreement.

18.6 Hypersoft is entitled at any time during the normal business hours of the customer to make inspection and audit visits to the customer and its branches. As part of the controls, Hypersoft has the right in particular to check the number of existing licenses. Hypersoft may also use an electronic program scan to count installed licenses and system environments (including processor units) and number of user. An access denial entitles Hypersoft to terminate all contracts with the customer without notice and to block the use of Hypersoft's licenses.

18.7 Customer grants Hypersoft the right to use this cooperation as a reference and to publish this reference also in media such as the Internet.

18.8 If a settlement of this contract in German conflicts with the translation in English, the German version shall prevail over the English version.

#### **19. Special terms and conditions for the use of the customer area on the website**

19.1 The special terms and conditions for the use of the customer area and applications apply in addition to the general terms and conditions. In case of conflict, the special terms and conditions take precedence over the general terms and conditions in the regulatory hierarchy.

19.2 Customer undertakes to provide the personal data and other data or data requested by Hypersoft truthfully and completely and to notify Hypersoft without delay of any changes. Customer may not use pseudonyms or artist names. Priority must be given to the name or the company of the business license or commercial register. Each customer may register only once and create only one user profile.

19.3 Notifications of Hypersoft shall be deemed to have been received if they are sent to the address given in the registration area, fax, electronic customer mailbox or e-mail address. Customer is therefore in his own interest to keep his delivery addresses in Customer profile up to date.

19.4 Customer undertakes to keep the access data (consisting of login and password) secret and to prevent the unauthorized use by third parties. If Customer becomes aware of the misuse of his access data, he will notify Hypersoft immediately. In case of misuse Hypersoft is entitled to block access to Customer area. Customer is liable for any misuse of access data for which he is responsible.

19.5 Customer is responsible for ensuring that the technical requirements for access to the Hypersoft customer area are met and available for the duration of the contract.

19.6 Customer is prohibited from processing or distributing unlawful, racist, offensive, insulting or offensive content against compliance, law and jurisdiction.

19.7 Customer is required to perform periodic backups on non-Hypersoft data records so that all data is secured in a separate customer backup.

19.8 If data is transmitted to Hypersoft, the customer will make backup copies. As far as this is contained in the respective offer, the servers are regularly backed up. In the event of any loss of data, the customer is obliged to return the relevant data to Hypersoft free of charge again.

19.9 Customer is obliged to carry out a complete data backup before any change or maintenance happen.

19.10 Hypersoft has the right to terminate the contractual relationship of Hypersoft Suite and other applications ordinary with a notice period of three month. Excluded are different terms and conditions about contract periods and termination rules agreed between the Parties.

19.11 Hypersoft reserves the right to change or discontinue the services offered, for example in the customer portal or websites.

19.12 Customer undertakes to regularly visit the Hypersoft website at <https://documentation.hypersoft.de/> and to take note of the service changes communicated there.

19.13 Hypersoft is entitled at any time to change these terms and conditions, including all information such as conditions of use, service descriptions, price lists, etc. If the customer does not object within two weeks of notification of a change, but at the latest on the date of entry into force of an amendment, this will become an effective part of the contract. If the customer objects on time, Hypersoft may terminate the contractual relationship with a notice period of two weeks under consideration for the current billing period. If Hypersoft does not cancel, the contract will be continued under the old conditions.

#### **20. Published content**

20.1 Customer is obliged to mark the content he has posted on the Internet as his own or third-party content and to present his full name and address.

20.2 Customer is obliged to inform Hypersoft immediately if third parties object to the contents of Customer, in particular such as warnings or motions to authorities and courts.

20.3 Further obligations may arise from the provisions of the Telecommunications Act and the Telemedia Act. The customer undertakes to check and fulfill this on his own responsibility.

20.4 Customer undertakes not to publish any content that violates third parties in their rights or otherwise violate applicable law. The deposit of erotic, pornographic, extremist or anti-moral content is inadmissible. Hypersoft is entitled to block the access of Customer in the event that this was violated. The same applies in the event that Customer publishes content that is likely to hurt third parties in their honor, to offend or discredit persons or groups of people. This also applies in the event that an actual legal claim should not be given. Hypersoft is under no obligation to review the contents of Customer.

20.5 The sending of spam mails is prohibited. This includes in particular the sending of unauthorized, unsolicited advertising to third parties. When sending e-mails, it is also prohibited to provide false sender details or to disguise the identity of the sender in any other way. In case of non-compliance Hypersoft is entitled to block access.

20.6 Insofar as Hypersoft provides services free of charge, these may be discontinued at any time after prior notice or made subject to a charge.

20.7 Hypersoft is only obligated to process the data supplied by the customer insofar as they meet the requirements arising from the performance specifications or the contract. A substantive and legal review by Hypersoft does not take place; rather, the customer is responsible for this.

20.8 Hypersoft rejects the transmission of data by data carriers. Transmitted data media of all kinds - in particular paper, USB sticks or hard drives etc. become the property of Hypersoft.

#### **21. Use of applications**

21.1 Hypersoft provides apps to the customer. The use of the apps is only permitted for the own business purposes of the registered customer in the hotel and catering trade.

21.2 Any use of the app beyond the presentation of own products and services is prohibited.

21.3 The App may not be duplicated or edited. The customer is granted only a simple right of use, with the standard functions for processing content.

21.4 For free apps, only one app is allowed per registered customer.

21.5 Customer guarantees that Customer pages designed by him and / or their use do not violate the rights of third parties. This applies in particular with regard to brand names, company and name rights as well as industrial property rights. Customer also assures that the design and / or use of the Hypersoft apps violates neither criminal and / or fines regulations nor violates other legal regulations.

21.6 Customer shall indemnify Hypersoft and any other companies and persons involved in the provision of services and ongoing support from claims for damages by third parties as well as all expenses resulting from the unlawful use of a Hypersoft application or other rights by Customer or with Customer's approval completely free.

21.7 Insofar as the customer makes use of the possibility of forwarding his customer page to another internet presence, this is done on his own responsibility. The customer guarantees that neither this forwarding itself nor the contents on the local internet presence as well as on all other destinations of forwarding (for example by means of further links) violates valid legal provisions, rights of third parties or good morals.

21.8 Hypersoft is not obligated to monitor the forwarding of Customer's users or end customers made by the customer to an internet presence itself and / or the contents on the local internet presence as well as all other destinations of redirections (for example by continuing so-called "links") to the violation of legal provisions Regulations and / or good morals and / or rights of third parties to examine or monitor.

21.9 Customer agrees to all measures Hypersoft has to take to comply with enforceable orders of authorities or enforceable decisions of national or international competent courts.

#### **22. Cancellation, blocking, prohibition of use**

22.1 Upon termination of the Agreement, Hypersoft may delete Customer's Account and all data stored therein. The customer already agrees to the deletion of this data.

22.2 During the Term of the Agreement, Hypersoft may block the Customer's Hypersoft Account, including access to Customer Content, delete Content and prohibit use of Hypersoft services.

22.3 Hypersoft also has the right, in case of exceeding the data volume, to reduce the volume by deleting data.

22.4 In the event of, Customer has the intention to avoid deletion of data, Customer has to close with Hypersoft relevant agreements, e.g. under conditions of GoBD or other duties of archiving and documentation.