

Terms and Conditions for Support and Maintenance

1. Scope

- 1.1** These Terms and Conditions apply to all support and maintenance services (“**Support Services**”) ordered by the Customer from Nexus by way of individual agreements (“**Individual Contracts**”). These General Terms and Conditions govern the business relationship between the Customer and Nexus (the “**Parties**”), even if not explicitly agreed upon in the individual case.
- 1.2** To the extent an Individual Contract does not contain any explicit deviating stipulations, the stipulations of these Terms and Conditions shall apply to all Delivery Services rendered by Nexus to the Customer. For the avoidance of doubt, any deviating stipulations in an Individual Contract shall prevail over these General Terms and Conditions.
- 1.3** Any general terms and conditions of the Customer that deviate from or supplement the provisions of these Terms and Conditions shall not become part of any Individual Contract unless agreed by both Nexus and the Customer in writing.
- 1.4** Nexus’s offers are non-binding, unless explicitly stated otherwise in the respective offer; therefore, the respective Individual Contract is concluded if the Customer accepts Nexus’ offer and Nexus has confirmed the order by way of an order confirmation (as a rule in writing).
- 1.5** Specific performance obligations shall only arise in connection with Individual Contracts.
- 1.6** Nexus provides support for Nexus Software licenced respectively leased to the Customer and, if explicitly agreed in the Individual Contract, for other (standard or individual) software (“**Third Party Software**”). Any such software shall be referred to as “**Supported Software**”. Nexus provides further support for hardware (“**Supported Hardware**”).
- 1.1** Nexus shall only be obliged to provide Support Services with regard to the Supported Software in its current version,

considering the most recent Major or Minor Releases Upgrade or Update.

- 1.1.1** A “**Major Release**” refers to a major change of the Supported Software in functionality or architecture, characterized by a higher first version number, e.g. when version 1.5 is replaced by version 2.0;
- 1.1.2** A “**Minor Release**” refers to enhancements to the Supported Software characterized by higher second digit in the version number, e.g. when version 1.0 is replaced by version 1.1.

For a period of twelve (12) months after making available the current Major or Minor Release the previous version of the Software will be continued to be supported.

- 1.2** The use of a new version of the Supported Software may require an adaptation of the software or hardware environment (e.g. the operating system). The adaptation of the environment is not part of the Support Service. To the extent new minimum system requirements apply, Nexus shall inform the Customer accordingly. The Customer shall ensure that such requirements are complied with to the extent reasonable.
- 1.3** Nexus does not warrant that Major or Minor Releases are backwards compatible with previous releases and/or other existing systems of the Customer. The Customer is entitled to request a confirmation of compatibility from Nexus and shall provide Nexus with the required information with regard to its systems with regard to which it wishes a confirmation of compatibility.

2. Support Services

- 2.1** The Support Services shall comprise of the following:
- 2.1.1** Remote diagnosis in case of defects of the Supported Software via telephone or remote system access, in case of hardware diagnosis via telephone;

- 2.1.2** Support and consultation via telephone and email (hotline) in case of defects of the Supported Software pursuant to Section 10 below; and
- 2.1.3** Provision of new versions of the Supported Software, by way of Major or Minor Releases as soon as such new version is available and has been released for delivery by Nexus or the licensor of Third Party Software. The timing of such releases shall be determined by Nexus or the licensor of Third Party Software, respectively, within its reasonable discretion.
- 2.2** In particular, the Support Services do not include services
- 2.2.1** required due to the use of the Supported Software in a new hardware or software environment;
- 2.2.2** required due to Customer's interference with the Supported Software, and
- 2.2.3** in connection with the interoperability of the Supported Software with other computer programs than those supported by the Supported Software (cf. the current list on the Nexus' website under <https://doc.nexusgroup.com>).
- 2.3** Any services beyond the provisions of these terms and conditions and any applicable Individual Contract, like e.g. the provision of non-included releases or further program components, shall be rendered by Nexus on the basis of specific agreements and against separate remuneration.
- 3. Major and Minor Releases**
- 3.1** Thirty (30) calendar days after the download of a Major or Minor Release by the Customer, the rights of use in the respective previous version of the Supported Software shall expire. However, if the Customer without undue delay, but not later than fourteen (14) calendar days after being informed about the availability of the Major or Minor Release, notifies Nexus in writing that it does not wish to use these, or in case the Major or Minor Release is defective, it shall remain entitled to use the previous version.
- 3.2** If a new Major or Minor Release is provided, the Customer shall de-install the old version and delete existing copies of the former version. The Customer may retain the old version for documentation and emergency purposes only.
- 4. Rights of Use with regard to Major and Minor Releases**
- 4.1** Within the scope of the licensing model agreed under the respective Individual Contract, Nexus shall grant to the Customer the permanent, non-sublicensable and non-exclusive right to run the Nexus Major or Minor Releases for its own purposes on its own computers and, to the extent required for running the Nexus Software and for backup purposes as per Section 4.4, to copy it. Apart from such right, no further rights of use in the Nexus Software are granted to the Customer. In particular, Nexus reserves its rights with respect to any change, copy, distribution, and publishing of the Nexus Software. The Customer warrants that only the named users will get access to the Nexus Software. The Customer shall instruct its employees to comply with the provisions of these General Terms and Conditions.
- 4.2** The Customer shall be entitled to print out and copy the user documentation for its own purposes. Any forwarding to or sharing with third parties is not permissible.
- 4.3** Nexus warrants that the Nexus Software is free of any third-party rights that would restrict or exclude its contractually agreed use. Should the contractual use of the Nexus Software be affected by third-party industrial property rights, Nexus shall be entitled to reasonably modify the Nexus Software in such a way that it no longer falls under the protection of such rights while at the same time preserving its essential usage functions, or to obtain authorisation that the Nexus Software may be used without restrictions without additional costs.
- 4.4** In the event the Customer was not provided with a backup copy, it shall be entitled to make one (1) machine-readable copy of the Nexus Software for backup purposes, ensuring that such copy is labelled as a

“backup copy” in machine-readable form or plain writing. The Customer shall ensure that no backups or copies of the computer program are made within the scope of other data backups.

- 4.5** The removal of serial numbers, copyright notices or other programme identification features is prohibited. The same applies with respect to the suppression of the on-screen display of such features.

5. Modifications (Major and Minor Releases)

- 5.1** The Customer is not permitted to reconstruct the source code of the Nexus Software (decompiling) or to modify the program in any way.

- 5.2** Should the Customer need information on interfaces in order to ensure interoperability with another program, it shall be entitled to reconstruct the source code of the Nexus Software (decompiling) or to modify the program in any way, if Nexus, despite a written request by the Customer, has stated that it is unwilling or unable to provide the required information. If Nexus declares its willingness to provide the required information, the Parties shall conclude a separate agreement on the provision of such information.

- 5.3** If the Customer performs any of the actions pursuant to Section 5.1, only the Customer and its employees shall be entitled to use the information gained solely for internal purposes of the Customer. Every other use, in particular the use for commercial purposes or the forwarding to third Parties, shall require the prior written consent of Nexus. Nexus shall not withhold such consent unreasonably.

6. Obligation to Notify Defects (Major and Minor Releases)

- 6.1** The Customer shall examine the Nexus Software with respect to completeness and possible defects immediately but not later than seven (7) calendar days after download of the Nexus Software, including a test of the functionality of the programme components, and shall notify any defects to Nexus without undue delay but not later than fourteen (14) calendar days after download of the Nexus Software. If the Customer fails to provide the

above notice, the Nexus Software shall be deemed approved, with the exception of defects which were not recognisable by such examination. In case such defect becomes apparent later, the Customer shall provide notice without undue delay after the discovery; otherwise the Nexus Software shall be deemed approved also with respect to such defect.

- 6.2** A notice of defects shall state the asserted defects as detailed as possible, indicating the circumstances of the environment, the installation, performed functions, the detected defect pattern, the effects of such defect on the functionality of the Nexus Software, and any on-screen defect messages (qualified defect message).

7. Claims for Defects (Major and Minor Releases)

- 7.1** Nexus shall assume warranty obligations in case of defects of the Nexus Software pursuant to the provisions of this Section 7.

- 7.2** The nature and quality of the Nexus Software is conclusively described in the program specifications described at <https://doc.nexusgroup.com>. Nexus does not assume any guarantee with respect to the nature and quality and/or durability of the Nexus Software nor any other guarantee, unless it has explicitly assumed a specified guarantee under an Individual Contract.

- 7.3** Nexus shall not be liable for any defects resulting from the use of a hardware and software environment that does not meet the system requirements described at <https://doc.nexusgroup.com>. The Customer may not assert any claims for defects resulting from a program modification which was not carried out, arranged for or approved by Nexus. If the Customer installs the Nexus Software itself, it may not assert any claims for immediate or subsequent defects occurring in connection with the installation, unless the defect results from incorrect installation instructions by Nexus.

- 7.4** Nexus shall remedy any material defects and/or defects of title upon receipt of a timely and reasonable notice as per Section 6 by the Customer. Nexus may, at its own discretion, remedy the defect either by rectification or delivery of a new copy of the Nexus Software

(right to subsequent performance) within a reasonable period of at least four (4) weeks. In particular, Nexus shall be entitled to remedy defects by delivery of new program packages (patches, updates) that are free of the reported defect. Where reasonable, such program packages shall be installed by the Customer. Otherwise, Nexus shall install the package via remote access. In the latter case, the Customer shall grant to Nexus the required remote access to the installation environment of the Nexus Software. If reasonable for the Customer, Nexus may, as a means of rectification, provide a workaround solution for the period until final remedy of the defect.

- 7.5** If subsequent performance fails, the Customer will be entitled to request an adequate decrease of the agreed purchase price. The Customer shall not be entitled to rescind the respective Individual Contract.
- 7.6** In the event of a new delivery, Nexus shall be entitled to deliver a new program version with an equivalent range of functions, unless this is unacceptable for the Customer, e.g. because it would require another operating system or substantially more powerful hardware. An initial training or user instruction for a modified program shall, in principle, not be deemed unacceptable for the Customer.
- 7.7** If the Individual Contract provides that Nexus shall carry out the installation upon instruction of the Customer, warranty rights shall become time-barred after one (1) year of completed installation of the Nexus Software by Nexus. Otherwise, the Customer's claims for defects shall become time-barred one (1) year from the date of the download of the Nexus Software by the Customer. In the event of a wilful concealment of defects, statutory warranty provisions shall apply.
- 7.8** The Customer shall reimburse Nexus for all expenses incurred by Nexus due to the Customer's request to rectify a defect if it turns out after inspection that no defect of the Nexus' services exists and the Customer could have realized that no defect exists after reasonable verification.

8. Protection of the Nexus Software and Audit (Major and Minor Releases)

- 8.1** The Customer shall protect the access to the License key, the Nexus Software and any access information against any unauthorised third-party access.
- 8.2** Nexus reserves the right to request a written report from the Customer on the current usage and number of installed licenses which the Customer has to provide within seven (7) calendar days upon written request.
- 8.3** Upon seven (7) calendar days' prior written notice, Nexus shall, itself or through an appointed third party, be entitled to review the proper contractual use of the Nexus Software, in particular the details of the Customer's use of the Nexus Software, which are relevant under the agreed licensing model ("**Software Audit**"). Software Audits may only be conducted once per calendar year, unless Nexus has reason to believe that the Customer is in breach of the Individual Contract. The Customer shall provide all required documents and support the review of its use of the Nexus Software. Nexus shall be entitled to carry out the audit on the premises of the Customer during normal business hours. To facilitate the review of compliance with the licensing provisions, the Customer shall grant Nexus (or a third party commissioned by Nexus) access to all relevant business premises, to furnish all required and requested information and documents, to grant access to such computers on which the Nexus Software is installed, and, upon request, grant all required access rights to such computers, including administrator rights. Nexus procures not to unreasonably disturb the operational procedures of the Customer. After termination of the audit, Nexus shall inform the Customer in writing of the respective results.
- 8.4** Should the Customer intend to use the Nexus Software beyond the extent agreed under the respective Individual Contract, it shall acquire the required rights of use against payment of the applicable licence fee. Should the Customer culpably exceed its rights of use significantly (e.g. a continuous unpermitted use of more than 10%), it undertakes to pay to Nexus a contractual penalty. The contractual penalty shall amount to 50% of the licence fee payable for such additional

use. The obligation to pay respective licence fees shall remain unaffected. Nexus shall not be obliged to state its entitlement to contractual penalties upon acceptance of the licence fee.

9. Customer’s obligations to cooperate

9.1 The Customer shall reasonably cooperate with Nexus with respect to the Support Services and shall in particular

9.1.1 not modify the Supported Software or have it modified by third parties without Nexus’s explicit consent in writing;

9.1.2 inform Nexus immediately of all defects of the Supported Software, including, where possible, a detailed description of such defects, upon request provide Nexus with system error notifications, system protocols, test results, and other means to illustrate the defect, and be available for further information;

9.1.3 provide suitable test data upon request of Nexus should any tests become necessary. This shall not apply if the Customer allows Nexus to carry out such tests in the system of the Customer or if the Parties agree that the tests are to be carried out by the Customer;

9.1.4 notify Nexus in textual form (e.g. by email) of any relevant changes to the software and hardware environment as well as to the location where the program is installed. Nexus shall be entitled to refuse continuation of maintenance at any new location provided that the new location does not allow Nexus to provide the services in the same manner and at the same costs as before.

9.2 If reasonably requested by Nexus, other servicing activities of the Customer’s IT system shall be suspended or discontinued during support and maintenance services hereunder.

9.3 The Customer shall ensure the availability of a current backup of its data at any time.

9.4 The Customer shall provide Nexus with the required access for remote servicing of the Supported Software as described on Nexus’s website under <https://doc.nexusgroup.com>.

9.5 Unless otherwise agreed, upon Nexus’s request the Customer shall make available a test environment to Nexus.

10. Helpdesk

10.1 The Customer shall contact the helpdesk as instructed by Nexus on <https://doc.nexusgroup.com> and only as follows: The Customer may appoint up to ten (10) employees as “**Customer Helpdesk Contact**” by registering them with Nexus (by stating any relevant information (e.g. software version) or serial number, device name and location in case of hardware of the products which shall be subject to the Support Services and the Customer’s identity and location). The Customer shall ensure that Customer Helpdesk Contacts are familiar with the Supported Software, Hardware and the IT environment of the Customer. The helpdesk shall only be contacted by Customer Helpdesk Contacts.

10.2 Nexus shall respond to service requests in accordance with the response times stated under Section 11. within the following maintenance times: Monday to Friday, except on Swedish and/or German public holidays, regional holidays and on 24 and 31 December of each year (“**Business Days**”), from 8.30 am to 4.30 pm (“**Business Hours**”).

11. Response Time and Restore Time

11.1 Nexus undertakes to respond to service requests within the below response times and to inform the Customer about the preliminary defect analysis and possible workaround steps for emergency relief.

11.1.1 Standard Support

	Response Time	Restore Time
Severity A	2 hours within Business Hours	A Hot Fix will be issued as soon as a correction is available

	Response Time	Restore Time
Severity B	24 hours within Business Hours (equates to 3 business days)	A Hot Fix might be delivered as soon as a correction is available
Severity C	40 hours within Business Hours (equates to 5 business days)	Not applicable

* The defect classes used in this table are defined below in Section 11.4.

11.1.2 Premium Support

	Response Time	Restore Time
Severity A	One hour within 24/7	2 Business Days
Severity B	4 hours within Business Hours	5 Business Days
Severity C	16 hours within Business Hours (equates to 2 business days)	20 Business Days

* The support hotline for premium support is available 24/7: 24 hours a day, 7 days a week, 365 days a year for incidents with the severity level A. The defect classes used in this table are defined below in Section 11.4.

11.2 The “**Response Time**” according to Section 11.1 commences upon receipt of the service request by Nexus according to Section 10. The service request shall at least include information regarding the affected software component, the entered data, the current software and hardware environment and the mal-function of the Supported Software and has to be submitted in accordance with Section 10. The Response Time is suspended during times at which the Customer does not comply with its related co-operational obligations pursuant to this Agreement. The Response Time shall only run during Business Hours; service requests received outside Business Hours are deemed to be received at the beginning of the next Business Hours period. The actual Response

Time shall end upon Nexus’s response to the Customer pursuant to Section 11.1.

11.3 The Restore Time according to Section 11.1 commences upon the expiration of the Response Time. The actual Restore Time shall end upon rectification of the defect or by a reasonable work-around. Section 11.2 shall apply accordingly. Prerequisites for being compliant with the Restore Time are:

11.3.1 Customer has an up-to-date backup available

11.3.2 System is set up with high availability (e.g. with automated failover capability)

11.3.3 Nexus has remote access to the production environment

11.3.4 Case is reproducible preferable in the Nexus reference environment too, or at least in a Customer’s environment

11.4 Defects shall be classified as follows:

11.4.1 “Severity A”: System failure or major disruption of the Supported Software that causes key functionality to be unusable.

11.4.2 “Severity B”: Disruption of the system functionality or degradation of system performance to the extent that the usability of the Supported Software is severely affected.

11.4.3 “Severity C”: Disruption of the system functionality or minor degradation of system performance but not to the extent that the usability of the Supported Software is severely affected.

Should the Customer disagree with Nexus’s classification of a defect, the Customer shall object in textual form without undue delay.

12. Supported Hardware

12.1 Nexus shall assume the maintenance of the Supported Hardware specified in the Individual Contract. The maintenance includes troubleshooting to ensure the

- operational readiness of the Supported Hardware. Unless otherwise agreed, Nexus does not guarantee its uninterrupted operational readiness. Supported Hardware maintenance is carried out in the branches of Nexus.
- 12.2** There are three support models: the “Send-In-Model”, the “Full-Service-Model” and the “Extended Full-Service-Model” (**Annex 12.2**).
- 13. Hardware shipping**
- The costs of packaging, dispatch and transport insurance are in any case to be borne by the Customer.
- 14. Provision of replacement hardware**
- 14.1** Depending on the maintenance model, Nexus can provide the customer with rental equipment of equivalent functionality.
- 14.2** The Customer is not entitled to claim rental equipment of the identical type. The Customer is, however, entitled to the continuation of production, although the work process may deviate from the routine procedure. For example, the Customer must accept that the printing and co-ordination of ID badges during the hardware repair period must be carried out in two separate steps.
- 14.3** The replacement hardware will be delivered within the period specified in the respective maintenance model (see Section 12). The Customer must return the rental hardware to Nexus immediately after receipt of the original Supported Hardware. If the Customer does not return the rental hardware immediately, Nexus is entitled to charge the Customer a hardware rental fee for the period between receipt of the repaired Supported Hardware and the dispatch of the rental hardware to Nexus.
- 14.4** The costs for packaging, dispatch and transport insurance shall in any case be borne by the Customer.
- 15. Remuneration**
- 15.1** The remuneration for the Support Services to be rendered is set forth in the Individual Contract.
- 15.2** To the extent the Individual Contract does not provide the applicable rates for such Support Services in whole or in part, Nexus's price lists applicable at the time of the conclusion of the Individual Contract shall apply.
- 15.3** Travelling time and costs will be remunerated and invoiced to the Customer separately.
- 15.4** Nexus shall only be entitled to reasonably adjust the agreed remuneration once per calendar year in order to reflect changes of the underlying cost of service. Any increase shall not exceed 3% per year.
- 15.5** Support Services will be invoiced to the Customer on a yearly basis in advance unless otherwise specified in Individual Contract. Nexus shall charge the remuneration as agreed in the respective Individual Contract plus VAT as applicable. For the avoidance of doubt, any taxes applicable to the Customer which apply in connection with the business relationship between the Customer and Nexus (e.g. sales taxes or source taxes) are to be borne by the Customer.
- 15.6** The Customer shall pay the due remuneration in full within thirty (30) calendar days from receipt of the respective invoice.
- 15.7** If it turns out in case of a service request by the Customer that there is no defect or malfunction for which Nexus is responsible and the Customer could have realized that no defect or malfunction for which Nexus is responsible exists after reasonable verification, the Customer shall compensate Nexus for its reasonable costs incurred due to the notification, such as Nexus's investigation costs.
- 16. Term and termination**
- 16.1** The Individual Contract shall enter into force upon acceptance of the offer by the Customer and the pertaining order confirmation of Nexus.
- 16.2** The Individual Contract for Support Services shall have a minimum term of twelve (12) months. After expiry of such minimum term, the Individual Contract shall automatically be renewed for respective one (1) year periods, unless one of the Parties terminates the

Individual Contract by giving three (3) months' notice prior to expiry of the contractual term.

16.3 Each of the Parties may terminate the agreement by termination for good cause without notice in case of a compelling reason if the terminating Party, taking into account all the circumstances of the specific case and weighing the interests of both Parties, cannot reasonably be expected to continue the contractual relationship until the agreed end or until the expiry of a notice period. If the compelling reason consists in the breach of a duty under the contract, as a rule, the contract may be terminated only after the expiry without result of a period specified for relief or after a warning notice without result. Good cause shall in particular mean that:

- (a) Performance under the contract becomes legally or factually impossible or economically unreasonable for reasons not attributable to the terminating Party.
- (a) The respective other Party, despite prior warning, fails to fulfil its material contractual obligations within a reasonable deadline. A violation of material contractual obligations shall in particular include a delay in payment on the part of the Customer in the amount of two monthly payments. The right to termination shall continue to exist if only partial payment of the arrears is effected.
- (a) Fulfilment of the obligations under this agreement is jeopardised due to deterioration of the financial situation of the respective other Party. Deterioration of the financial situation shall in particular mean a repeated delayed performance for more than ten (10) days by the respective other Party, or an unsuccessful enforcement attempt at the respective other Party.

16.4 All terminations shall require the written form.

17. Withholding of Performance and Set-off

17.1 The Customer shall be entitled to withhold or refuse performance with regard to claims that are undisputed or have been acknowledged by a final court decision or which are counterclaims from the same contractual

relationship with Nexus. Other withholding rights are excluded.

17.2 The Customer shall only be entitled to set-off claims against those claims of Nexus if the Customer's claims are undisputed or have been acknowledged by a final court decision or are counterclaims from the same contractual relationship with Nexus. Other set-off rights are excluded.

18. Force Majeure

18.1 Malperformance shall not constitute a breach of contract to the extent it is caused by unpreventable occurrences, in particular epidemics and pandemics, earthquake, deluge, flooding, fire, explosion, blackout, embargos, governmental restrictions, riots, terrorist attacks, war or other military action, civil unrest, rebellion, vandalism, sabotage, strike at Nexus's or sub-supplier's plant, or other causes not attributable to the affected Party ("**Force Majeure**"). The obligations of the affected Party shall be suspended for the duration of Force Majeure.

18.2 The performance period shall be extended by the delay caused by the occurrence of Force Majeure plus an adequate restarting period.

18.3 In the event concrete indications exist that the impediment of performance due to Force Majeure will continue for more than one hundred and twenty (120) calendar days, either Party shall be entitled to terminate in writing any Individual Contract. If a one-off Individual Contract has not yet been performed, each of the Parties shall be entitled to rescind from the contract. All further rights shall be excluded in case of Force Majeure.

19. Liability

19.1 All rights of the Customer to claim damages or compensation for wasted expenditure shall, regardless of their legal nature, be subject to this Section 19.

19.2 Nexus shall be fully liable for damages caused by an intentional violation of its obligations.

19.3 Nexus shall also be fully liable for damages caused by a grossly negligent violation of its

- obligations, with the following exception: If the violation has been committed by a simple vicarious agent and has caused other damage than damage to life, body or health, Nexus' liability shall be limited to the foreseeable typical damage (as provided for in Section 19.5).
- 19.4** In case of simple negligence (i.e. not gross negligence), Nexus shall be liable as follows:
- 19.4.1** Nexus shall be fully liable for damages (i) to life, body or health, (ii) caused by a violation of a contractual guarantee or (iii) in case of claims under the Product Liability Act.
- 19.4.2** In all other cases than those addressed in Section 19.4.1, Nexus shall only be liable for the violation of such obligations that are material for the proper implementation of the Individual Contract and on the fulfilment of which the Customer relies and regularly may rely (essential duties). In such cases, liability shall be limited to the foreseeable typical damage as provided for in Section 19.5.
- 19.4.3** Nexus liability for simple negligence in all other cases not addressed in Sections 19.4.1 and 19.4.2 is excluded.
- 19.5** The Parties agree that the foreseeable typical damage shall not exceed the annual remuneration in case of an Individual Contract for Support and Maintenance with a term exceeding one year or the overall contract value in case of shorter ongoing Individual Contracts for Support and Maintenance, as the case may be.
- 19.6** Unless explicitly agreed otherwise, the Customer shall be responsible to back-up its data in accordance with current technical standards. If any data is destroyed or lost, Nexus' liability shall be limited to such amount that would have been required for the recovery or replacement of such data if the Customer had made proper backups. Recovery expenses shall extend to the actually incurred additional costs for recovery and/or replacement of the data.
- 19.7** All other liability of Nexus shall be excluded. The limitations of liability and exclusions of liability pursuant to this Section 19 shall not affect the liability of Nexus pursuant to the mandatory statutory provisions of the Product Liability Act, due to the fraudulent concealment of a defect or the assumption of a contractual guarantee for the quality of an item.
- 19.8** The provisions of this Section 19 shall also apply in favour of Nexus' vicarious agents in case the Customer raises claims directly against any of them.
- 20. Marketing**
- Each Party shall be entitled to reference the name and trademark and/or the logo of the respective other Party on its website and in presentations for the term of the contractual relationship, unless the other Party objects in writing.
- 21. Confidentiality**
- 21.1** The Parties undertake not to disclose to any third party confidential information of the respective other Party of which they gain knowledge within the scope of negotiating and implementing any Individual Contract, and to likewise bind their respective employees within the scope of the applicable employment law to secrecy.
- 21.2** Confidential information within the meaning of these Terms and Conditions is all information (whether in writing, electronically, orally, digitally embodied or in any other form) which is transferred from the holder to the recipient or to a person associated with the recipient within the meaning of Sects. 15 ff. AktG (German Stock Corporation Act) within the aforementioned scope. Confidential information includes, in particular, trade secrets, products, manufacturing processes, know-how, inventions, business relationships, business strategies, personnel matters, digitally embodied information (data), as well as any documents and information of the holder which are subject to technical and organizational secrecy measures and which are marked as confidential or are to be considered confidential due to the nature of the information or the circumstances of the transmission.

- 21.3** This obligation does not apply to such confidential information,
- 21.3.1** which were demonstrably already known to the other Party when the Individual Contract was concluded or which subsequently become known to the other Party by third parties, without this infringing any confidentiality agreement, statutory provisions or official orders.
 - 21.3.2** which are publicly known at the time of the conclusion of the Individual Contract or are made publicly known thereafter, unless this is based on a breach of the Individual Contract.
 - 21.3.3** which must be disclosed by virtue of statutory obligations or by order of a court or authority. To the extent permissible and possible, the Party subject to the disclosure obligation shall give prior notice to the other party and the opportunity to take action against the disclosure.

22. Enticement of Employees

- 22.1** If the Customer hires an employee of Nexus, which is or has been assigned to provide services to the Customer, Nexus is entitled to charge a commission as follows:
- 22.1.1** In case an employee is hired during the term of this contract 120,000.00 plus VAT;
 - 22.1.2** In case an employee is hired within three (3) months after the end of term of this contract 40,000.00 plus VAT;
 - 22.1.3** In case an employee is hired thereafter but within six (6) months after the term of this contract 30,000.00 plus VAT;

In case the Customer hires an employee of Nexus, the Customer has to pay the above commission, unless the Customer proves that it did not actively entice away the respective employee.

23. Applicable law and Place of Jurisdiction

- 23.1** These Terms and Conditions and any Individual Contract shall exclusively be governed by German law. The regulations of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall be excluded.
- 23.2** If the Customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Düsseldorf. The same applies if the Customer is an entrepreneur within the meaning of Sect. 14 BGB. Priority statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

24. Miscellaneous

- 24.1** All changes, amendments, supplements or substantiations to the provisions of these Terms and Conditions as well as special guarantees and arrangements shall require the written form. The aforesaid also applies to any amendments of this Section 24.1.
- 24.2** Should a provision of these Terms and Conditions or any Individual Contract be or become invalid, this shall not affect the validity of the remaining provisions.
- 24.3** Any oral agreements shall be confirmed in writing.