

bi excellence software GmbH

General Terms and Conditions for BI EXCELLENCE Cloud Services (2016)

APPLICABILITY

Except as otherwise agreed, in any contractual relations in which bi excellence software GmbH (hereinafter referred to as "BI EXCELLENCE") provides Cloud Services including Support, as well as related Consulting Services, to another company or public-law entity or special fund, these General Terms and Conditions for Cloud Services (or "Cloud GTC") apply. They apply to precontractual relations accordingly.

Article 1

DEFINITIONS

1.1 "Customer Data" means any content, materials, data, personal data and information that Authorized Users enter into the production system of a Cloud Service or derive from its use of and store in the Cloud Service (e. g. Customer-specific reports). Customer Data and its derivatives will not include BI EXCELLENCE's Confidential Information.

1.2 "Authorized User" (or "Named User") means a person at Customer or its Affiliates or Customer's or its Affiliates' Business Partners to whom Customer grants access credentials to use the Cloud Service.

1.3 "Cloud Materials" mean any materials provided by BI EXCELLENCE to Customer before or in the course of performance under the Agreement, including the materials produced delivering support or Consulting Services for Customer. Cloud Materials include materials created in cooperation with Customer, but do not include the Customer Data, Customer Confidential Information or the Cloud Service.

1.4 "Cloud Service" means any distinct on demand solution provided and supported by BI EXCELLENCE under an Order Form.

1.5 "Consulting Services" means related professional services, such as implementation, configuration, or training services, agreed as applicable in the Order Form.

1.6 "Documentation" means BI EXCELLENCE's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

1.7 "Supplement" means the product specific supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

1.8 "Business Partner" means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer or its Affiliates.

1.9 "Subscription Term" means the term of a Cloud Service subscription identified in the applicable Order Form, including the Initial (Subscription) Term and all Renewal Terms.

1.10 "Usage Metric" means the standard of measurement for determining the permitted use volume and calculating the applicable fees due for a Cloud Service as set forth in the Order Form.

1.11 "Order Form" or "Agreement" means an agreement between BI EXCELLENCE and Customer on Cloud Services and (where applicable) related Consulting Services referencing the present Cloud GTC (and other documents).

1.12 "BI EXCELLENCE Policies" means the operational guidelines and policies applied by BI EXCELLENCE to provide and support the Cloud Service as incorporated in an Order Form.

1.13 "Affiliate" means any legal entity that is affiliated with another company within the meaning of the German Stock Corporation Act (AktG), section 15.

1.14 "Confidential Information" means all information which BI EXCELLENCE or Customer protect against unrestricted disclosure to others or that are deemed confidential according to the circumstances of their disclosure or their content, including the Agreement. In any case, the following information is considered to be Confidential Information of Customer: the Customer Data, Customer marketing and business requirements, Customer implementation plans, and/or Customer financial information; and Confidential Information of BI EXCELLENCE: the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and information regarding BI EXCELLENCE

research and development, product offerings, pricing and availability.

Article 2

USAGE RIGHTS

2.1 During the Subscription Term, BI EXCELLENCE grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for running Customer's and its Affiliates' internal business operations and in accordance with the Agreement, in particular the terms of the product-specific Supplement, the BI EXCELLENCE Policies and the Documentation. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2 Customer may permit Authorized Users to use the Cloud Service within the contractually agreed scope. In particular, usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be shared or used by more than one individual at a time, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for the acts and omissions of its Authorized Users, Affiliates, and Business Partners as for its own acts and omissions and shall oblige them to adhere to the contractual provisions for the use of the Cloud Service, Documentation and the Cloud Materials. Customer is otherwise not allowed to sublicense, license, sell, lease rent or otherwise make any Cloud Service or Cloud Materials available to third parties.

2.3 Acceptable Use Policy: When using the Cloud Service, Customer shall not: (a) copy, translate, disassemble, decompile, reverse engineer, or otherwise modify, in full or in part, or make any derivative works of the Cloud Service, the Documentation or Cloud Materials (except to the extent permitted by mandatory law); however, the Documentation may be copied to the extent necessary for internal purposes; (b) use the Cloud Service in breach of applicable law, in particular Customer will not transmit any content or data that is unlawful or infringes any intellectual property rights of third parties; (c) circumvent or endanger the operation or security of the Cloud Service.

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2.4 Customer will monitor its use of the Cloud Service and report to BI EXCELLENCE in writing without undue delay any use that goes beyond what is contractually agreed, in particular any use in excess of the Usage Metrics and volume. In this case, Customer must sign an Extension Agreement that documents the additional use and additional fee. Such fees shall accrue from the date the excess use began. BI EXCELLENCE may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5 BI EXCELLENCE can temporarily suspend Customer's access (in particular user names and passwords) to the Cloud Service to prevent damages, if it is sufficiently probable that the continued use of the Cloud Service in breach of contract by Customer, the Authorized Users, or a third party using Customer's access data may result in harm to the Cloud Service, other BI EXCELLENCE customers, or the rights of third parties in such a way that immediate action is required to avoid damages. BI EXCELLENCE will notify Customer of the suspension without undue delay. If circumstances allow, Customer shall be informed in advance in writing or by email. BI EXCELLENCE will limit the suspension in time and scope as reasonably possible under the circumstances.

2.6 The Cloud Service may include integrations with web services made available by BI EXCELLENCE-Partners or third party providers on external websites that are accessed through the Cloud Service and subject to terms and conditions with those third parties. BI EXCELLENCE shall provide only technical access to the content of such integrated websites. The content of such websites is the sole responsibility of these third parties.

Article 3

BI EXCELLENCE RESPONSIBILITIES AND OBLIGATIONS

3.1 BI EXCELLENCE provides the Cloud Service agreed in the Order Form in accordance with Section 2. BI EXCELLENCE provides support as agreed in the Order Form and (if agreed) the Consulting Services. The quality and functionality of the agreed performance that BI EXCELLENCE is obliged to provide is conclusively agreed in the Order Form and the documents referred to therein. BI EXCELLENCE is not obliged to perform additional services or provide additional service features. If Customer

is provided with a free-of-charge Cloud Service, BI EXCELLENCE shall provide no support for this Cloud Service and has no obligation to provide any particular service level. BI EXCELLENCE may cease providing access to such free-of-charge Service at any time. This Section 3.1 supersedes any conflicting term in these Cloud GTC.

3.2 Unless otherwise stipulated in the Supplement, BI EXCELLENCE will maintain an average monthly system availability for the production system of the Cloud Service as defined in the Service Level Agreement referenced in the Order Form ("SLA"). In the event of BI EXCELLENCE's breach of the SLA Customer may claim a service credit as detailed in the SLA in the form of a contractual penalty ("Vertragsstrafe", German Civil Code, Section 339). Customer will follow BI EXCELLENCE's credit claim procedure. When the validity of the service credit is confirmed by BI EXCELLENCE in writing or by email, Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due. Contractual penalties paid shall be offset against any Customer claims for damages. In the event BI EXCELLENCE fails to meet the SLA (i) for four consecutive calendar months, or (ii) for five or more calendar months during any twelve months period, or (iii) at a system availability level of least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing BI EXCELLENCE with written notice within thirty days after the failure. Termination will become effective at the end of the calendar month in which BI EXCELLENCE has received the termination notice.

3.3 BI EXCELLENCE uses reasonable security technologies in providing the Cloud Service. As a data processor, BI EXCELLENCE will implement and maintain technical and organizational measures for the processing of personal data in the Cloud Service in accordance with applicable data protection law, as agreed in the Data Processing Agreement for BI EXCELLENCE Cloud Services referenced in the Order Form.

3.4 The features of the Cloud Service and the BI EXCELLENCE Policies may be enhanced and may be adapted by BI EXCELLENCE to reflect technical advances and to allow for the Cloud Service's continuing compliance with applicable mandatory law ("Continuous Modification"). BI

EXCELLENCE will provide information about Continuous Modifications within a reasonable period of notice. In the event that a change may negatively affect the justified interests of Customer so that Customer can no longer reasonably be expected to adhere to the agreements in the Order Form, Customer can terminate the affected Cloud Service in writing with a notice period of one month before the announced change is scheduled to take effect.

3.5 BI EXCELLENCE may use anonymous information relating to use of the Cloud Service and Consulting Services to prepare analyses. Analyses do not contain personal data nor Customer Confidential Information. Examples of analyses include: improve systems and technical resources and support, research and development of Cloud and Consulting Services, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other Customers. BI EXCELLENCE may provide non-anonymous benchmarking services with Customer's prior written consent.

Article 4

CUSTOMER DATA AND PERSONAL DATA; CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

4.1 Customer is responsible for the content of the Customer Data and entering it into the Cloud Service. Subject to Section 11, Customer grants to BI EXCELLENCE a nonexclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for BI EXCELLENCE to provide and support the Cloud Service (including without limitation preparing backup copies or performing penetration tests); (ii) to verify Customer's compliance with the provisions set forth in Section 2.

4.2 Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data protection law.

4.3 Customer shall maintain appropriate security standards for use of the Cloud Service by the Authorized Users. Customer is solely responsible for determining the suitability of the Cloud Service for Customer's business processes and for complying with all applicable legal provisions regarding Customer Data and its use of the Cloud Service. Free of charge, Customer must provide the collaboration

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required in connection with the provision of the Cloud Service and the support and Consulting services by BI EXCELLENCE, including, for example, infrastructure and telecommunications equipment for Cloud Service access. BI EXCELLENCE points out that Customer's collaboration is a necessary precondition for BI EXCELLENCE's correct performance of its obligations. Customer bears all consequences and costs resulting from breach of its duties. Section 8 also applies.

4.4 During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations and prerequisites (e. g. as described in the Documentation), in which case BI EXCELLENCE and Customer will agree on a reasonable method to allow Customer access to Customer Data. Before the Subscription Term expires, Customer may use BI EXCELLENCE's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service. Following the end of the Subscription Term, BI EXCELLENCE will delete or overwrite the Customer Data remaining on servers hosting the Cloud Service unless applicable mandatory law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

Article 5 REMUNERATION, PAYMENT, TAXES

5.1 Customer will pay BI EXCELLENCE the fees agreed in the Order Form. No cash discounts shall be granted. Payments are due 14 calendar days from the date of the invoice. Any fees not paid when due shall accrue interest at the applicable statutory interest rate. If Customer is still in default of payment after a reasonable extension period set by BI EXCELLENCE has passed, BI EXCELLENCE can deny full or Page 3 of 5 General Terms and Conditions for BI EXCELLENCE Cloud Services (2016) partial access to the Cloud Service temporarily until payment has been received. Customer may offset only claims or claim rights of retention that are uncontested or have been finally determined by the court.

5.2 All agreed fees are subject to statutory value-added tax.

5.3 During the Subscription Term of the Order Form, Customer may agree on an increase of

units of an agreed Usage Metric by executing an addendum to the relevant Order Form ("Extension Agreement"). The term of each Extension Agreement shall be co-terminous with the then-current term of the Order Form irrespective of the effective date of Extension Agreement and all fees shall be prorated accordingly. Upon renewal of the Order Form, the renewal term for all increases in Usage Metric added to the Order Form prior to renewal shall be the same as specified in the Order Form.

5.4 The recurring fee agreed in the Order Form applies for the Initial Subscription Term agreed therein. The fee applicable for a Renewal Term corresponds to the fees for the preceding Initial or Renewal Term, unless BI EXCELLENCE increases the fees as follows:

(a) Subject as is set out below, BI EXCELLENCE may at its discretion adjust the recurring fees with effect from the start of a renewal term by giving two months' written notice of the fee adjustment to Customer:

(b) The change applied to the fees must not be greater than the change in the index under section (c) below ("Discretionary Applicable Change"). For the first fee adjustment under the contract, the Discretionary Applicable Change is the change from the published index as it stood when the contract was concluded to the index as it had most recently been published when the fee adjustment notice was given. If the fee has already been adjusted in the past, the Discretionary Applicable Change is the change from the index that had been most recently published when the previous fee adjustment notice was given to the index that had most recently been published when the new fee adjustment notice is given.

(c) The index used to determine the Discretionary Applicable Change is the index of mean gross monthly salaries of fulltime employees in Germany in the information technology services sector (currently published in the quarterly figures by the German Federal Statistics Office at "Fachserie 16, Reihe 2.4, Gruppe J 62"). If that index is discontinued, the applicable index will be the index published by the Federal Statistical Office that most closely reflects changes in average gross monthly earnings in that sector.

(d) If Customer does not object to the fee change at least one month prior to the expiration date of the preceding contractual term and thus reject a renewal at this increased fee, the changed fee shall be deemed to have been agreed if the Service is renewed automatically for the renewal period. BI EXCELLENCE must draw attention to this in the fee adjustment notice.

Article 6 TERM, TERMINATION

6.1 The Subscription Term is as stated in the Order Form. Each Order Form initially runs for the Initial Subscription Term defined therein ("Initial Subscription Term"). At the end of the Initial Subscription Term, it automatically renews by the renewals defined therein (each a "Renewal Term"), unless the Order Form is terminated by one of the parties in accordance with Section 6.2.

6.2 Ordinary (partial) termination of the Order Form is excluded during the Initial Subscription Term or any Renewal Term. Customer may terminate any Order Form by written notice at least one month in advance of the expiration of the Initial Subscription Term or current Renewal Term. BI EXCELLENCE may terminate any Order Form by written notice at least six months prior to the expiration of the Initial Subscription Term or current Renewal Term. Extraordinary termination rights and the right to termination for just cause remain unaffected. Notice of termination must be given in written form. The provisions in Section 12.1 concerning notices setting limited extra time also apply. BI EXCELLENCE reserves the right to terminate for just cause in particular where Customer is repeatedly or seriously in breach of major contractual obligations (in particular in Sections 2, 4 and 11).

6.3 In the event of termination by Customer, Customer shall be entitled to a pro-rata refund of prepaid fees for the period of time of termination to the end of the original term for the relevant Cloud Service.

6.4 At the end of the contract, (i) Customer's access to the Cloud Service shall cease, (ii) Customer's right to use the Cloud Service and all BI EXCELLENCE Confidential Information will end and (iii) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement. Termination of

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individual Order Forms shall leave other Order Forms and agreements unaffected.

Article 7

WARRANTIES BY BI EXCELLENCE

7.1 BI EXCELLENCE warrants, for the Subscription Term, that the Cloud Service meets the specifications agreed in the Supplement and the Documentation and that the Cloud Service where used by Customer as contractually agreed does not infringe any thirdparty right. BI EXCELLENCE will remedy any defects as to quality and defects in title in the Service in accordance with Section 7.4. If BI EXCELLENCE has failed to remedy the defect at the end of an additional time period of a reasonable length set in writing by Customer, and the suitability of the Cloud Service is consequently reduced to a more than just insignificant degree, Customer has the right of termination, which must be communicated in writing. If the suitability of the Cloud Service for use in accordance with the Agreement is reduced to a more than just insignificant degree, Customer is entitled to reduce the remuneration by an appropriate amount. Section 9 applies for damage compensation due to defects. No-fault liability as provided in the German Civil Code, Section 536a (1) Alt. 1 for defects that existed at the time of contract execution is excluded.

7.2 For Consulting Services provided as works ("Werkleistung"), BI EXCELLENCE warrants that the Consulting Service corresponds to the agreed service description by remedying defects in accordance with Section 7.4. If defects have not been remedied at the end of an additional time period of a reasonable length set by Customer in writing, Customer is entitled to reduce the payable remuneration in the Order Form for the Consulting Service concerned by an appropriate amount or to withdraw from the Order Form with respect to the Consulting Service. Section 9 applies for damage compensation due to defects.

7.3 If BI EXCELLENCE fails to properly provide Consulting Services which are not subject to acceptance, or if – with regard to Consulting Services or the Cloud Service – BI EXCELLENCE is otherwise in breach in an area other than liability for defects as to quality and defects in title, Customer must give notice of this failure or breach to BI EXCELLENCE in writing and set an additional time period of a reasonable length, during which BI

EXCELLENCE has the opportunity to properly perform its duty or otherwise remedy the situation. Section 9 applies with regard to compensation for damages.

7.4 BI EXCELLENCE shall remedy defects in Consulting Services that are subject to acceptance and in the Cloud Service by providing Customer with either a new Consulting Service or Cloud Service, that is free of defects or, at its election, by eliminating the defects. One of the ways BI EXCELLENCE may eliminate a defect is to indicate to Customer a reasonable way to avoid the effect of the defect. In the event of defects in title, BI EXCELLENCE shall elect to (i) procure for Customer the right to use the Cloud Service or Consulting Service in accordance with the contract, or (ii) replace the Cloud Service or Consulting Service or change it such that the accusation of breach no longer stands, whereby Customer's contractual use is not unreasonably impacted, or (iii) Page 4 of 5 General Terms and Conditions for BI EXCELLENCE Cloud Services (2016) terminate the Order Form to this extent and reimburse the Customer's remuneration paid in advance for the term remaining after the date of termination, and to pay damages subject to the limitations of Section 9.

7.5 Customer must give notice of every breach to BI EXCELLENCE in writing without delay and with a detailed description of the reason.

7.6 Warranty rights resulting from defects as to quality and defects in title in Consulting Services subject to acceptance expire one year after acceptance. Warranties for the Cloud Service apply accordingly to the support services.

Article 8

THIRD-PARTY CLAIMS

If a third party claims that Customer's use of the Cloud Service or Cloud Materials in accordance with the terms and conditions of the Agreement infringes its intellectual property rights, Customer must fully inform BI EXCELLENCE in writing without delay. If Customer ceases to use the contractual Cloud Service or Cloud Materials to mitigate loss or for other just reason, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer shall conduct court proceedings with the third party only with BI EXCELLENCE's agreement or shall authorize BI EXCELLENCE to assume sole conduct of the

dispute. This applies mutatis mutandis in cases where a third party makes claims against BI EXCELLENCE that are due to acts by Customer, the Authorized Users, or third-party provider access.

Article 9

LIMITATION OF LIABILITY

9.1 BI EXCELLENCE is liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows:

(a) In cases of intent, BI EXCELLENCE's liability extends to the full loss; in cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

(b) In other cases, BI EXCELLENCE is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this Section 9.1 (b) is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfillment.

9.2 Liability in cases under Section 9.1 (b) is limited to EUR 100.000,00 per incident, and to a total per contract year of the fee that was paid in the contract year for the Cloud Service (or Consulting Service respectively) concerned, but at least EUR 300.000,00.

9.3 Contributory fault (e. g. breach of Section 4 duties) may be claimed. The limits of liability in Section 9.1 do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz).

9.4 All claims against BI EXCELLENCE in contract, tort, or otherwise for loss or wasted anticipatory expenditure are barred after a period of one year. That period begins at the point in time specified in the German Civil Code, Section 199 (1). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this

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subsection 9.4 do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title (Section 7).

Article 10 IP RIGHTS

10.1 Customer may only use the Cloud Service, Cloud Materials, Documentation and Consulting Services to the extent contractually agreed. As between Customer and BI EXCELLENCE, all rights therein, that are not expressly granted to Customer, are reserved to BI EXCELLENCE including without limitation if those were created to address a requirement of or in collaboration with Customer.

10.2 Except as stated otherwise in the Agreement, Customer retains all rights in and related to the Customer Data as between Customer and BI EXCELLENCE.

Article 11 CONFIDENTIALITY

11.1 Both parties undertake forever to protect the other party's Confidential Information acquired before and in connection with contract performance, as confidential to the same extent they protect their own Confidential Information, and not less than a reasonable standard of care. Confidential Information of the other party may only be shared with or disclosed to third parties who are under obligations of confidentiality substantially similar to those in Section 11 and only to the extent this is necessary to enable the receiving party to exercise its rights or perform its obligations under the Agreement. Any reproduction of any Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original, as far as this is technically feasible.

11.2 Section 11.1, above shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; (b) is generally available to the public without a breach of the Agreement by the receiving party or is lawfully received free of restriction from a third party having the right to furnish such Confidential

Information; (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or (d) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Neither party shall use the name of the other party in publicity activities without the prior written consent of the other. However BI EXCELLENCE may use Customer's name in customer listings (reference listings) or, at times mutually agreeable to the parties, as part of BI EXCELLENCE's marketing efforts (including reference calls and stories, press testimonials, site visits, Partner Marketing activities).

Article 12 MISCELLANEOUS

12.1 Except in emergencies, a limited time fixed by Customer pursuant to the law or contract must not be less than ten working days. Where a failure to comply with a fixed time limit entitles Customer to be released from the contract (e. g. by termination or claim for damages in lieu of performance) Customer shall first threat in writing the consequence of failure to comply with that time limit when setting the limited time.

12.2 Amendments and additions to the Agreement and any contractually relevant declarations as well as declarations influencing a legal relations, especially without being limited to termination notices, reminders, or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written-form requirement can also be met by exchange of letters or (except in the case of termination notices) with an electronically transmitted signature (facsimile transmission, e-mail transmission with scanned signatures). Except in that respect, however, the provisions in the German Civil Code, Section 127 (2) and (3) do not apply.

12.3 The Cloud Service, Cloud Materials, and Documentation are subject to the export control laws of various countries, in particularly the laws of the Federal Republic of Germany. Customer shall not hand over the Cloud Service, Documentation, or Cloud Materials to governmental authorities for licensing considerations or other official approval without BI EXCELLENCE's prior written consent, and shall not export the Cloud Service, Documentation, or Cloud Materials to countries

or to natural or legal persons for which export bans apply according to the relevant export laws. Furthermore, Customer is responsible for complying with all applicable legal provisions of the country in which it is headquartered, and of other countries in respect of the use of the Cloud Service, Documentation, and Cloud Materials by Customer and its Authorized Users. BI EXCELLENCE hereby gives express notice that, in accordance with the export control laws of various countries, in particular the laws of the Federal Republic of Germany, and as a result of trade sanctions and embargos applicable to BI EXCELLENCE, BI EXCELLENCE may be obliged to restrict, temporarily withdraw, or terminate Customer's access to the Cloud Service, Cloud Materials, Documentation, and other BI EXCELLENCE materials.

12.4 System notifications and information from BI EXCELLENCE relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, electronically to the contact person named in the Order Form.

12.5 These Cloud GTC can be changed with regard to the provision and support of the Cloud Service, in accordance with the sentences below provided that the change does not have any impact on the contractual content that is material for the equivalency of Cloud Services and support and their remuneration between the parties and provided that such change is reasonably acceptable for Customer. BI EXCELLENCE will inform Customer about the change of the Cloud GTC in writing. If, in this case, Customer does not expressly disagree in writing within four weeks after receipt of the change notice, the change will be deemed to be effected and from this point in time, the changed version of the Cloud GTC is binding for the existing agreements between BI EXCELLENCE and Customer. BI EXCELLENCE will draw attention to this consequence in the change notice.

12.6 Without BI EXCELLENCE's prior written consent, however subject to the provisions of the German Commercial Code (HGB), Section 354a respectively, Customer may not assign or transfer the Agreement or any of its rights or obligations to a third party

12.7 German law applies exclusively to all claims in contract, in tort, or otherwise, and the UN sales laws convention is excluded. The



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conflict-of-law rules shall not apply. If Customer is a merchant, a juristic person under public law, or separate fund under public law, the sole place of jurisdiction for all differences arising out of or in connection with the Agreement shall be Mannheim.

September 2016
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