

I. Scope, Contract Conclusion and General Provisions

1. Subject Matter and Scope

- 1.1. The following terms and conditions ("Terms") govern the legal framework for services and legal relations of Mensch und Maschine Deutschland GmbH, Argelsrieder Feld 5, 82234 Wessling, as well as the companies of the Mensch und Maschine Group (hereinafter referred to as "MuM") and companies as defined in § 14 BGB (hereinafter the "Customer"). Within the meaning of these legal provisions, an entrepreneur is any natural person, legal entity or juridical partnership, who at the time of contract conclusion exercises or prepares oneself for the exercising of their commercial or independent professional activity.
- 1.2. The GTCs shall also apply - in their wording valid at the time of contract conclusion - for all future transactions to be conducted between MuM and the Customer and for any pre-contractual negotiations, even if they do not refer thereto explicitly. As far as General Terms and Conditions of the Customer vary from these GTCs or contradict them, the terms of the Customer are not considered as the provisions agreed-upon and, as such, they shall be expressly rejected.
- 1.3. The applicable GTCs and any changes thereto are available on the website <http://www.mum.de/agb> and can be saved and printed out.
- 1.4. The services provided by MuM and legal relationships with MuM are made exclusively, unless additional, expressly agreed comparable deviating specific regulations are made in text form or other agreements have been confirmed in writing on the basis of these terms and conditions. The general provisions of these GTCs shall apply only if no more specific parts of these general terms and conditions or more specific regulations govern certain management areas somewhat differently, whereby the following shall be applicable in an order of priority - descending from special to general:
 1. Individual agreements concluded between MuM and the Customer, if they are made in writing or otherwise, must be confirmed in writing by MuM.
 2. License agreements for the use of certain software/End-User License Agreements (hereinafter referred to as "EULA"), including the license conditions of the respective manufacturer of possible included third-party software and open source software.
 3. Contracts for support and maintenance of software of the MuM companies (hereinafter "MuM Software Service Contract") and/or third-party software (agreements referred to generically as "subscription" on third-party software, "maintenance contract" or "subscription").
 4. Parts II. III. and IV. of these GTCs.
 5. Parts I and V. of these GTCs.

2. Contract Conclusion, Prices and Terms of Payment

- 2.1. The presentation of goods or services by MuM does not constitute a binding offer, but merely involves the solicitation of an offer by the Customer. Only the order of particular goods or a service by the Customer shall constitute a binding offer per §145 BGB. The Contract between MuM and the Customer is established when MuM accepts this offer within 14 days by sending an order confirmation (in writing or by email) or by shipment or provision of the ordered goods, software, service performance, access data or license keys.
- 2.2. The Customer is obligated to pay those prices mentioned in the order confirmation to MuM; as far as the order confirmation does not explicitly list prices, the general price index that is valid in each case when ordering from MuM shall apply. The prices are quoted separately from the severally stated shipment and transportation costs as well as separately from the applicable VAT. Remuneration is due with the entry of each invoice at the customer - at the latest with the receipt of the service performance or the start of an agreed settlement period - and is payable to MuM within 8 days. Regardless of a reminder, the customer is considered to be in arrears no later than the expiration of 30 days after the due date and receipt of an invoice. If the time of receipt of the invoice is uncertain, then the Customer is considered in arrears, without a reminder, in any case no later than 30 days after receipt of the service provision or the start of an agreed settlement period.
- 2.3. MuM is specifically authorised to make their own performance dependent upon (partial) advance payments if (a) the service provision will be abroad, (b) justified doubts about the solvency of the Customer have been made or (c) if there is not business connection to the Customer.
- 2.4. MuM issues the invoice (i) for the release of the software upon its delivery if the prerequisites of paragraph 2.3 have been fulfilled prior to delivery and then at the beginning of each respective agreed settlement period; (ii) for maintenance and support services at the beginning of the agreed service provision and accounting period and (iii) for training and seminars prior to the commencement of such training or seminar. If no settlement period has been agreed, then this shall amount to one year from the release of the software or one year from the commencement of the contract for continuing obligations, particularly in the case of subscription or software service contracts.

3. Ownership and Reservation of Rights

- 3.1. All rights to the software and or services provided by MuM, including associated texts and documentation, and other performance results of intellectual creation, including all copyright works, and of all patents,

Inventions, discoveries, training materials, concepts and experiences of all kinds and all rights to other work results, especially design, name, trademark and software rights, rights to use copyrights, design rights or rights under registered design, related rights under copyright law (including all stages of development) and other intellectual property (collectively abbreviated as "protected rights") are, with respect to the Customer in terms of time, space and content, solely and irrevocably remain with MuM, including the right to use for all known and unknown types of usage, with respect to reproduction, distribution, change and evaluation, editing and development as well as for granting of rights, including exclusive rights, to third parties.

- 3.2. MuM shall grant the Customer only such rights as have been expressly listed in the license agreement for the software (EULA) in conjunction with the corresponding license verification and they shall, moreover, reserve all the protected rights.
- 3.3. Unless expressly agreed otherwise, a transfer of proprietary rights to the Customer requires a simple, non-transferable and non sub-licensable usage license, limited in terms of time, space and content by the purpose of the contractual relationship underlying the user license. A permanent transfer of rights protected by MuM is excluded, unless this is explicitly agreed in writing to the license conditions and the license certificate.
- 3.4. Brands, company logos other signs or protective notes, copyright notices, serial numbers as well as identification features may not be removed or altered. This shall apply in equal measure to printouts.

4. Extended Reservation of Title

- 4.1. MuM keeps the title to goods, documents, software, data media, documentation and training materials (hereinafter referred to as "goods") until all agreed payments from the underlying contractual relationships with the Customer have been received. In the event Customer conduct that is not in conformity with the Contract, particularly in the case of a delay in payment, MuM shall be entitled to reclaim the goods following a reasonable period of time; the Customer shall be then obliged to surrender the goods. Repossession of goods by MuM does not constitute withdrawal from the Contract. In the event of seizures or other interventions by third parties, the Customer must notify MuM immediately in writing so that MuM may bring an action under § 771 ZPO (Code of Civil Procedure). If third parties are unable to reimburse MuM, the court and extrajudicial costs pursuant to § 771 ZPO, the Customer is liable for the losses incurred.
- 4.2. The Customer shall be entitled to resell the goods over the ordinary course of business; they shall, however, transfer to MuM - already at this point in time - all claims amounting to the final invoice amount (including value-added tax), which have been accrued by them from the resale from their buyers or third parties, irrespective of whether the goods were resold without or after processing. The Customer shall remain authorised for the collection of this receivable even after their assignment. MuM's right to collect the claim itself shall remain unaffected; however, MuM hereby undertakes not to collect the receivable as long as the Customer duly fulfills their payment obligations and is not in default. If this is the case, then MuM may demand that the Customer informs the of the assigned claims and their debtors, providing all information necessary for the collection, handing over the relevant documents and informing the debtors (third parties) of the assignment.
- 4.3. Processing or restructuring of the goods by the Customer shall always be undertaken on behalf of MuM. If the goods are processed with other items not belonging to MuM, be they inextricably associated or mixed with them, MuM shall thus acquire joint ownership of the new item in proportion to the value of the goods to the other processed items at the time of processing or mixing. If this mixing or combining takes place in such a way that the Customer's item is to be regarded as the main item, it is agreed that the Customer must proportionately transfer MuM co-ownership of that item in question. The Customer shall then confer the sole or joint ownership to MuM. The same provisions shall apply as for reserve goods as for the object created by a processing or mixing process.

5. Claims for defects

- 5.1. The Customer must examine the delivered goods and software immediately upon delivery and at the latest within five working days, in particular investigating their completeness and operability of the fundamental program functions. Defects identified or identifiable by the Customer must be reported to MuM in writing within a further five working days, whereby they ought to be clearly described in this communication. For defects that cannot be established during the investigation, the legal regulations on the matter apply. If a complaint notification does not follow in due time, the goods or software displaying the relevant defect is considered approved and the customer's warranty claims are to that extent excluded; however, this does not apply fraudulently concealed defects. The timely dispatch of a complaint is considered timely notification of the defect.
- 5.2. Remarks and explanations, technical data, specifications and performance data contained in public statements (e.g., advertising), in promotional materials or on the MuM website and in its documentation are only descriptions and not statements, representations or warranties in the legal sense, unless this be made in writing and is characterised by the explicit literal use of the term "guarantee".
- 5.3. MuM shall not be held liable in cases where the Customer has made changes to the services rendered by MuM, unless these changes have borne no influence on the emergence of the defect.
- 5.4. To the extent that a defect is not attributable to MuM after investigation of a liability for a required defect review (apparent deficiency), the Customer can be charged with the services for verification and troubleshooting services provided by MuM at the applicable rates

plus the expenses incurred, unless the Customer could not recognise the apparent deficiency, even with required due diligence.

- 5.5. Customer warranty claims shall expire one year after the statutory commencement of the limitation period. This does not apply to fraudulently concealed defects that expire within the statutory period, and for explicit guarantees that expire at the end of the specified warranty period.

6. Liability

- 6.1. MuM shall only be liable for outside of claims for defects without limitation for damages for any legal reason if these were caused by wilful or grossly negligent actions by legal representatives, senior employees or subcontractors of MuM or fall within the scope of application of a guarantee or assurance expressly indicated by MuM (i.e. using the term "guarantee").
- 6.2. In addition, MuM is also liable for damage resulting from culpable breach of contract, which enable the proper execution of the contractual relationship in the first place, and which provide an avoidance of the realised loss. In these cases, the liability is limited in individual cases and overall damage that is typical and foreseeable under the contract, and to double the amount of the contract for that service fee. Claims for loss of profit, compensation for wasted expenditure, claims for damages by third parties, as well as other indirect and consequential damages, however, are excluded in these cases.
- 6.3. Contributory negligence, a violation of the duty to mitigate damages, benefit sharing (including claims for insurance benefits) or omission of contractually offered collaborative action on the part of the Customer are to be taken into account therein. In particular, MuM shall not be held liable for the loss of data and its recovery if the customer has failed to implement security measures. Moreover, liability for loss of data shall be limited to the typical recovery effort, which would have occurred with regular and risk-appropriate production of backup files.
- 6.4. The time limit for claims for damages against MuM is 12 months after the end of the year in which the claim arose and the service recipient became aware of the circumstances on which the claims were based and the identity of the party responsible for the damage, or would have become aware of it without gross negligence.
- 6.5. The above limitations on liability do not apply to wilful or fraudulent conduct, to claims due to product liability, and to damages arising from injury to life, limb or health.
- 6.6. If the liability on the part of MuM is limited or excluded, this shall also apply to its legal representatives, employees and vicarious agents.
- 6.7. In the case of property rights violations - notwithstanding any other compensation claims - MuM must undertake modification at their own discretion and expense in relation to the relevant performance
- 6.7.1. and by prior arrangement with the Customer; the purpose of these changes is to ensure - respecting the interests of the Customer - that a copyright infringement no longer exists or
- 6.7.2. that the Customer has purchased the necessary rights.

7. Offsets and right of retention

Offsetting and rights of retention by the Customer are excluded, unless the counterclaim of the Customer is undisputed or legally established.

II. Special Provisions for Software Licensing

8. Subject of Software Licensing

- 8.1. Constituting the subject of software release is the non-exclusive, temporary or permanent release of computer programs, user manuals and other relevant accompanying material (collectively: "software") to the Customer, once they have paid their dues as per the order confirmation, the license verification for the software and the provisions of the EULA for the software.
- 8.2. Unless expressly agreed otherwise, the software is limited in time for one year from the delivery; it is further spatially limited and confined to the territory of the country in which the Customer has purchased the license, and it is non-transferable and non-sub-licensable.
- 8.3. Unless otherwise agreed, MuM shall supply the software in its current wording at the time of delivery in accordance with the performance specifications in the documentation. The documentation may be provided electronically and it constitutes a part of the software. The source code shall not be delivered to the Customer but it shall remain with MuM.
- 8.4. Unless it has been expressly agreed to in writing with MuM, the Customer shall not be entitled to the following:
- Editing the software or any part thereof. This shall also apply to the correction of errors, unless error correction is carried out upon MuM's instructions;
 - Making the software available to the public;
 - Granting sublicenses to lend, rent or lease the software.
- 8.5. The Customer is only entitled to create a backup copy as well as the right to use a copy by meeting the legal requirements and limited to the statutory purpose and scope in accordance with § 69d para. 2 and subsection 3 of the Copyright Act.

- 8.6. As far as the legal requirements are met for this purpose and limited to the statutory purpose and scope according to § 69e Para. 1 Copyright Act, the Customer is permitted to run a decompilation of software; incidentally, reverse engineering and disassembling is inadmissible. Prior to the decompilation, the Customer shall be required to submit a written request to MuM for disclosure of interface information that would also entail an indication of the legal requirements and a deadline applicable in each case. After expiry of a set, reasonable time limit, the Customer can decompile the software.

- 8.7. The Customer shall not be entitled to remove the existing protection mechanisms of the software to facilitate an authorised use, or bypass them, unless this is necessary for a trouble-free usage. Copyright notices, serial numbers or other features serving the identification of the software may not be removed or changed.
- 8.8. The Customer should notify MuM in writing of any change that may have an impact on its use authorisation or compensation before implementing it.
- 8.9. The Customer is aware that the software may have been developed using third-party software and/or open source software and its components. Rights to third-party software shall be granted to the Customer only to the extent in which they are necessary for its use together with the software from MuM. The Customer accepts the validity of the manufacturer of the third-party software and open source software and commits to observing the license conditions and covenants to MuM, the license terms taken in the product description or the associated system with reference to the manufacturer of third-party software and open source license terms, and exempts MuM from all claims arising from the Customer's breach against this license, unless it the Customer, his legal representatives or agents are not at fault. Upon Customer request, prior to the conclusion of the contract, MuM will provide the Customer relevant license conditions for the manufacturers of the third-party software and open source license terms for encryption addition. In the cases where the respective open-source license so requires, the Customer may also request to receive a copy of the open-source software on a data carrier if he covers the postage costs.

9. Delivery of the Software

- 9.1. MuM shall deliver the software to the Customer by allowing for retrieval on a MuM website or by delivery of a data carrier to the delivery address specified in the order, whether in the Federal Republic of Germany, Austria or Switzerland. MuM shall disclose the activation code to the Customer and, optionally, other passwords, so that they can install the software by themselves. The notification shall be made in accordance with the software delivery, either by email or in writing. If the order confirmation does not specify the type of delivery, MuM shall provide the customer with the software in a machine-readable form, including retrievable documentation on a website.
- 9.2. MuM is entitled to perform partial deliveries if such a solution is reasonable for the Customer.
- 9.3. When shipping the software on data carriers, the Customer bears the shipping and transportation costs (including special dispatches by express, courier, etc.). The software is provided for download at the expense of MuM; the customer bears the cost of the call.
- 9.4. The risk of accidental damage to the goods, in particular the loss of data carriers in mail, shall be borne by the Customer. MuM shall purchase transport insurance with the transporter upon the Customer's request, in their interest and on their behalf.
- 9.5. The information specified by MuM regarding delivery dates is to be understood as estimated delivery times. Provided that MuM and the Customer agreed to binding delivery dates in writing delivery, the timing is crucial for compliance, whereby MuM provides the software on the website for viewing or transfers the data carrier by delivery agent.
- 9.6. As long as MuM is waiting for the Customer's participation or information from them, or is experiencing temporary delivery impediments due to force majeure or the performance of their services is hampered due to unforeseen events which are beyond MuM's control (e.g., operational disruptions, strikes, lockouts, delays in delivery from the manufacturer of third-party software), then the delivery and performance deadlines shall be extended by the duration of the hindrance and an appropriate start-up period after the removal of said hindrance shall be determined. For the duration of the aforementioned downtime, MuM does not violate any obligations. If a performance on the part of MuM's is permanently hindered due to circumstances beyond their control, MuM will immediately inform the Customer of such unavailability and they shall immediately refund the Customer for any already reimbursed compensatory measures; further claims against MuM shall not be possible after this reimbursement with regard to the affected obligation.
- 9.7. The presentation of the software and the granting of rights to the software are subject to condition precedent by the entry of default on the part of the Customer with full compliance of his compensation obligations from the underlying contractual relationship. Upon the occurrence of the conditions subsequent or when MuM makes its retention of title, the software is to be made unusable in intangible form by the Customer upon delivery and return it upon delivery to MuM in tangible form. Upon request, they must confirm the destruction in writing to MuM.
- 9.8. If it is agreed in the order that MuM will install the software, this occurs for separate compensation and in accordance with the following provisions:
- The installation of the software may only occur by MuM or by a third party commissioned by MuM.
 - The date for the installation has to be agreed jointly.
 - The Customer shall provide MuM with the hardware and software necessary for the installation and provide the software environment at their own

expense.

- MuM or a third party contracted by MuM will assist the customer in installing the software as an additional service. On order form, a flat fee for the installation can be arranged, otherwise the installation services will be charged to the Customer for actual expenses accrued. Begun work hours or work days will be proportionately calculated based on 8 hours/day.
- The remuneration for the installation will be paid together with the first remuneration for the software transfer.

9. Services for training, individual implementation or customisation of the software require a conclusion of a separate written contract, to which conclusion there is no mutual entitlement.

10. Dissemination of the Software to Third Parties

10.1. If this is not expressly agreed otherwise in the license conditions and the license certificate, the Customer may not provide a temporary supply of software, the software itself, its use or the exercise of rights under the temporary license to third parties in return for payment without charge or sublicense, in particular not by way of leasing (e.g., application service provision, software as a service, etc.) or of leasing. According to the provisions of these GTCs, a third party is any other company, i.e. any other natural or legal person that is not identical with the Customer.

10.2. If a perpetual, permanent transfer of the software was agreed, a transfer is allowed, provided the reproduction of the software has been placed for sale on the market with the consent of MuM within the European Union or another signatory to the Agreement on the European Economic Area; but in this case, the leasing right also remains solely with MuM. In the event of such a sale, the Customer must ensure that they completely and totally cease their use of the software, at the latest at the time of handing it over to the new buyer and that they have not retained any copies of the software. This has to be confirmed by the Customer on MuM request in writing. Solely due to the sale of the software by the Customer, MuM is not required to perform services due to a software service contract, a subscription, a service contract or a subscription to the purchaser or offer corresponding services to him.

11. Software Defect Rights and Performance Interruptions

11.1. The Customer and MuM hereby acknowledge and agree that it is not possible to develop the software in such a way that it would be free of errors for all application conditions. MuM will provide a service description for the software, which indicates the intended use and service conditions of the software. Strict liability for initial defects shall be excluded with regard to temporary release of the software.

11.2. The Customer has informed himself responsibly about the essential features of the software and carries the risk that the software meets their needs and wishes. For the software provided in the Customer version, MuM ensures suitability for the contractual use in accordance with the then applicable provision and the service description available to the Customer before the conclusion of the contract and, if necessary, the supplementally made written agreements between MuM and the Customer. In the case of significant deviations from the service description, MuM has the right to choose between replacement and repair, unless this is not associated with unreasonable effort. In the case of replacement, MuM is also authorised to deliver a version with at least equivalent functionality and delivery of a new program, unless this is unreasonable for the Customer. For example, this might be the case if the Customer would have to buy a different operating system, or hardware with higher capacity.

11.3. If MuM is not in the position to perform a repair or a replacement delivery, then MuM will indicate the workaround options to the Customer. As far as these are reasonable for the Customer, they shall be regarded as supplementary performance.

11.4. If MuM cannot succeed in eliminating significant deviations from the service description within a reasonable period of time through subsequent delivery or subsequent improvements or work around them so that the Customer is able to use the software according to the contracted agreement, then the Customer can demand a reduction in the license fees or withdraw from the contract or terminate the license for the software without notice. If the Customer chooses to withdraw from the Contract, he shall render the software unusable in intangible form at the time of delivery and return it to MuM in a tangible form. Upon request, they must confirm the destruction in writing to MuM.

11.5. A defect does not exist if a feature existing at the time of the initial installation is later no longer available due to an update, a new release or any other change in the Customer's operating system or the system or hardware environment, unless it constitutes an essential function of the software.

11.6. The Customer is obliged to provide MuM verifiable documents regarding the type and occurrence of deviations from the service description and cooperate in the identification of errors.

11.7. All warranty claims that have been caused by deviations from the operating conditions provided for the software and specified in the service description shall be excluded.

11.8. If a third party asserts rights against the Customer that may give rise to a defect of title, the Customer must inform MuM thereof in writing without delay. The Customer shall authorise MuM already at this moment in time - to the extent permitted by law - to represent them in extrajudicial proceedings against third parties. MuM may exercise discretionary use of this authorisation. If, however, MuM chooses to exercise this use, the Customer may not recognise the claims of third parties without the prior written consent of MuM. MuM shall release the

Customer to an appropriate figure in the case of the cost of defending against claims lodged by third parties. III. Provisions for Software Service Contracts

12. Subject of Subscription or Software Service Contracts

12.1. The subject of the agreements of the software service contract, the subscription of maintenance contract or a subscription is the care, maintenance and support of certain software overall performance description pursuant to the order confirmation and the respective agreement.

12.2. To the extent that the Customer is responsible, as part of software contract service agreements, subscription, the maintenance contract or the subscription to the already licensed software new versions, updates, upgrades, software troubleshooting, hot fixes, patches, service packs, or other additional software, these Terms and Conditions shall apply in general, but particularly Sections I., II. and V., for this additional software.

13. Contract term

13.1. Unless expressly agreed otherwise, the agreed subscription and software service contracts (whether leased or for purchase) are concluded indefinitely. They may be terminated by either party with a notice of 3 months before the end of each contract year.

13.2. The right to exercise extraordinary termination for good cause remains unaffected.

IV. Special Provisions for Seminars and Training Courses

14. Subject of Seminar and Training Agreements

14.1. The seminar or training agreement includes the presentation and imparting of certain content by MuM to participants. Other services, such as the accommodation of the participants or lunch during the event are not due without prior agreement.

14.2. The content of the seminar, as well as the time and place, shall be governed by the respective seminar announcement.

15. Registration, Number of Participants and Reservation of Implementation.

15.1. The number of participants for seminars or training agreement is limited. If no more places are available during Customer registration, MuM will try to offer an alternative date. Otherwise, the Customer's booking shall be made binding with the MuM approval in accordance with Section 2.1 of these GTCs.

15.2. In the event that the number of participants is insufficient, or if there is a shortage of teachers, or the venue is closed due to force majeure or other circumstances beyond MuM's control, MuM shall reserve the right to postpone the booked seminar or training event to another date or cancel it altogether. MuM will report any cancellations or necessary changes to the booked seminar or training event to the Customer immediately and refund any already paid fees to the Customer immediately. Further Customer claims shall be excluded except in cases of wilful or grossly negligent conduct on the part of MuM or by MuM's vicarious agents.

15.3. MuM shall send the Customer an invoice for the course fee prior to the seminar or training session. If the invoice amount is not received by MuM within 8 days after the receipt of the invoice, MuM shall then send a payment reminder with a period of one week for payment. Should the invoice amount not be received even after the expiry of that period, MuM shall be entitled at any time to withdraw from the Contract and award their seminar spot to another participant. In case of withdrawal due by MuM because of overdue seminar fees, MuM is entitled to request reimbursement from the Customer for its own processing costs amounting to EUR 30.00 if the Customer can prove that no or considerably minimum damages have occurred.

16. Cancellations and Designation of a Substitute Participant by the Customer

16.1. If the Customer is not able to participate in the booked seminar or training event, they may appoint a substitute participant up to 3 days before the booked date by fax, letter or email. The substitute participant shall then take part in the seminar instead of the Customer. However, the Customer remains obligated as a contractual partner of MuM and is required to pay the agreed course fee and must reach an agreement with the replacement participant regarding the internal cost balancing.

16.2. If the Customer cancels participation in a seminar or training event, irrespective of the reason for cancellation, he has an entitlement to reimbursement of the registration fee. The cancellation must be provided in writing and it shall be effective only upon receipt by MuM.

16.3. In the event of Customer cancellation, MuM may require a lump-sum (flat fee) payment for damages in the following amount after the normal course of events:

- 0% of the participation fee in case of cancellation of earlier than 8 weeks in advance, however processing costs of EUR 30.00.
- 50% of the participation fee if cancelled 8 to 5 weeks before the course starts.
- 70% of the participation fee if cancelled 4 to 3 weeks before the course starts.
- 100% of the registration fee in case of absence without cancellation two weeks or less before the commencement of the course.

However, the Customer is expressly permitted to prove that MuM has suffered no, or significantly less damage than the said flat fee.

17. Documents and Copyrights

17.1. The documents issued by MuM to a training or seminar are protected under copyright laws and may not - not even in part - be utilised without the consent of MuM

in any form. MuM solely provides the Customer personally with the protected rights to the documentation and in accordance with Section 3.3 of these GTCs, to the extent necessary for the fulfilment of the purpose of the training or seminar event in question.

17.2. The documents provided by MuM are to be used solely to support the transfer of knowledge during the training or seminar events. Any liability for the accuracy, completeness and topicality is excluded.

17.3. Films and sound recordings are not permitted in MuM training courses or seminars.

V. Final Provisions

18. Modification of the GTCs

18.1. MuM has the right to modify these GTCs at any time. MuM will inform the Customer in time of the change.

18.2. For the provision of software, as well as the imparting of seminars and trainings, these GTCs shall apply in their valid wording at the time of the conclusion of the Contract.

18.3. For continuing obligations, particularly software contracts service contracts, subscriptions, maintenance and subscriptions, the following applies:

18.3.1. The change in the GTCs shall be deemed approved by the Customer if they do not object thereto within one month after the receipt of the change notification or if they do not terminate the Contract. In the event of the Customer's objection, MuM is entitled to the notice of termination. In providing information about the change, MuM shall in particular draw attention to the opportunities for objection and termination, the notice period and the legal consequences, in particular with regard to the failure to object. Together with the change notification, the Customer also receives the ordinary termination of on the part of MuM, which is subject to the stipulation that the Customer objects to the change.

18.3.2. MuM shall be entitled to transfer to a third party the contractual relationship with the Customer, whether in its entirety or partially with a notice period of one month to the effect that the third party in question bears all the rights and obligations instead of MuM. In such a case, the Customer is entitled to

resolve the case by terminating the contract with MuM within one month after receipt of the notice, without reason in the contract.

19. Other provisions

19.1. MuM is authorised to include the Customer by name in their reference list.

19.2. These terms and conditions and - unless expressly agreed otherwise - the contractual relationships between MuM and the Customer are subject to German law to the exclusion of those rules of private international law (IPR) that refer to a different legal system. The application of the UN Sales Law to this Contract shall be excluded.

19.3. If any provision of these GTCs proves to be or becomes invalid, the validity of the remaining provisions shall not be affected thereby. The Parties hereby undertake to replace the void provision - by means of concluding a separate agreement - with a valid one that reflects most closely the meaning and the economic purpose of the invalid provision. The above provision applies in case of loopholes accordingly.

19.4. The place of performance and jurisdiction for merchants, legal persons of public law or public law special funds, for persons who have no general jurisdiction in Germany, as well as those who after conclusion of the contract moved abroad or are habitually resident or whose domicile or habitual residence at the time of a complaint is unknown, shall be the seat of the Mensch und Maschine Group, with which the affected contract exists.