# MAXQDA Standard Software: General Terms & Conditions (GTC) and End User License Agreement (EULA)

## § 1 Subject matter

1. Depending on the purchase of the licence in accordance with §§ 5-6 of these GTC, the subject matter of this contract is the temporary or permanent provision of the MAXQDA standard software in the selected functional scope against or without payment (e.g. demo licence) together with the corresponding granting of the rights of use described in §§ 10, 11. The customer has no claim to the transfer and use of the source code of the software.

2. The provider of goods and services under this Agreement is VERBI Software. Consult. Sozialforschung GmbH, Invalidenstr. 74, 10557 Berlin (hereinafter referred to as "VERBI").

3. Subject to explicit contrary provisions in these GTC/EULA, VERBI is the manufacturer und author of the standard software "MAXQDA" and its product family (hereinafter referred to as "the Software"). Product information, support and warranties are provided by VERBI.

4. The customer is informed that the MAXQDA standard software uses open source components for its operation. These open source components are listed conclusively at https://www.maxqda.com/open-source-software, naming the applicable licence in each case. The customer expressly agrees to the use of these open source components in connection with the operation of the Software and undertakes to observe the licence conditions reproduced at https://www.maxqda.com/open-source-software when using, processing and passing on the open source components.

5. The owed quality and the scope of functions of the Software selected by the customer are conclusively defined in the functional descriptions, which are available at https://www.maxqda.de/produkte.

6. The MAXQDA standard software and its related product family are distributed - apart from VERBI directly - through VERBI's resellers. If the MAXQDA standard Software and the related product family are used by a reseller, this results in a direct contract between this reseller and the customer. In this case, the customer cannot assert contractual claims arising from the contract with the reseller against VERBI, but exclusively against the reseller.

## § 2 General - Scope

These VERBI GTC/EULA govern the legal relationship between VERBI and the customer.

## § 3 Conclusion of contract (offer / order, confirmation and acceptance)

1. Product presentations, in particular on the VERBI website, do not constitute an offer to conclude a contract.

2. Information provided by VERBI by telephone is non-binding.

3. The customer has the option of concluding a contract for the purchase of usage rights to the MAXQDA standard software via the shop integrated on the VERBI website. To do this, the customer first selects the corresponding product on VERBI's website. After selecting the product, the customer is automatically redirected to the website of VERBI's e-sales partner cleverbridge GmbH. The General Terms and Conditions of cleverbridge GmbH and cleverbridge, Inc., available at https://shop.maxqda.com/107/?scope=optandc&id=NMzXPfVl9N, apply to the conclusion of the contract via the webshop. The serial number for activating the Software as well as the download link will be provided to the customer by cleverbridge immediately after conclusion of the contract.

4. If the customer acts as an entrepreneur (§ 14 BGB), the customer can also send VERBI a request for the conclusion of a contract for the acquisition of usage rights to the MAXQDA standard software or the associated product family. In response to an enquiry sent to VERBI by the customer, VERBI will prepare a binding offer for the conclusion of a contract for the acquisition of usage rights to the MAXQDA standard software or the associated product family and send this to the customer. The customer declares acceptance of VERBI's offer by signing and returning the signed offer.

## § 4 Information of the customer

1. The customer is obligated to truthfully and completely provide the information required by VERBI for the proper execution of the contract. This information results either from the offer sent by VERBI in accordance with § 3 or the information provided as part of the order in accordance with § 3. Additional costs incurred by VERBI, e.g. due to incorrect/incomplete address information, shall be borne by the customer.

2. The customer warrants that he/she selects the correct type of licence entitlement (§ 6) or discount level (only for commercial users, see § 5) when placing the order. If an incorrect, more favourable licence entitlement/discount level is selected, VERBI is entitled to demand the difference.

## § 5 Discount Levels

VERBI offers special discounts for various customer groups. The customer undertakes to ensure that the licence is only made available to the authorised group of persons in each case. § 5 only applies insofar as the customer acts as an entrepreneur (§ 14 BGB).

### 1. Education

Training licences can only be used by universities, universities of applied sciences and other

schools as well as persons belonging to these by contract.

## 2. Reduced

Discounted licences may be claimed by all other public institutions, non-profit associations and non-governmental organisations not already mentioned under item 1, as well as persons belonging to them by contract.

## 3. Commercial

Commercial licences are valid for all purchasers provided that none of the criteria for discounted licences or educational licences apply to them.

# § 6 Forms of licence acquisition

## 1. Purchase

1.1 Purchase licences are available exclusively for entrepreneurs as defined by § 14 BGB (German Civil Code) (non-private customers) such as universities, research institutions, other companies or entrepreneurs.

1.2 The purchase of a licence entitles the user to use the Software for an unlimited period of time. Purchase licences include all services listed under § 12.

## 2. Students / doctoral candidates

2.1 Student / doctoral candidate licenses are personal licenses that can only be purchased for time-limited use by student / doctoral candidate who have proven their student / doctoral candidate status during the ordering process (as required there). The recipient of the invoice and the delivery must be the student / doctoral candidate with his/her private address.

2.2 Student / doctoral candidate licenses may only be used by this student / doctoral candidate and may not be sold or given away. The purchase is limited to one license per person. The use is limited to private purposes (e.g. studies, qualification work, etc.). Use for professional activities or commercial purposes is not permitted. The purchase of student / doctoral candidate licenses by institutions is not permitted.

2.3 Student / doctoral candidate licenses entitle the holder to use the software for a limited period of time in accordance with the product descriptions on the website www.maxqda.de and include all the services listed under § 12 for the term of the agreement.

2.4 Student / doctoral candidate licenses are valid for exactly 2 years from the date of purchase. Semester licenses are valid for exactly 6 months from the date of purchase. Both licenses can be extended with the purchase of another student / doctoral candidate licenses if required.

2.5 Student / doctoral candidate licenses (12 months) may be used by the student / doctoral candidate on two private computers. The two installations may not be used simultaneously and in no case by other persons. The semester license (6 months) may be used by the student / doctoral candidate on one private computer. Both licenses can be transferred to a new computer at any time with a license move.

## 3. Subscription and private license

3.1 The subscription is available exclusively to entrepreneurs within the meaning of § 14 BGB (non-private customers) such as universities, research institutions, other companies or entrepreneurs.

3.2 In the case of a subscription, the leased number of MAXQDA licences is available to the customer for the term of the contract at the subscription rate listed on the invoice.

3.3 Consumers may purchase a personal licence. This personal licence may only be used for purposes which can predominantly neither be attributed to the commercial nor the independent professional activity of the customer. Use by institutions and companies is prohibited.

3.4 Private licences entitle the customer to use the product for a limited period of time in accordance with the product descriptions for the term of the contract from the date of conclusion of the contract.

3.5 In the case of an agreed annual payment, both the subscription and the private licence shall be automatically renewed for a further year unless notice of termination is given by either party 2 months before the end of the term. In case of agreed one-time payment, no automatic renewal of the contract takes place. The subscription and the private licence include all services listed under § 12. In addition, they will be converted to any new version of the Software free of charge (free upgrade).

## 4. Free licences

4.1 The customer has the option to activate and use a free trial version limited to 14 days.

4.2 VERBI also provides a reader version of the Software - MAXQDA Reader - for free download on the VERBI website. The Reader version has a limited range of functions.

4.3 In addition, there is a free licence for participants of teaching courses. The teaching licence is a free time-limited MAXQDA licence and can only be applied for by teachers for the duration of their official courses at VERBI. The respective course must be listed on the university's website / course catalogue. The student participants of the respective course will each receive their own MAXQDA licence for installation on their private computers for the duration of the course, for which the provisions of these GTC/EULA on free licences apply, insofar as they are aimed at

consumers. The licence may only be used within the framework of the seminar. The use of the teaching licence is not permitted for the preparation of qualification theses, such as bachelor's, master's or diploma theses.

### 5. Updates and Upgrades

5.1 Licence holders of a MAXQDA licence receive programme updates (bug fixes) within the purchased programme version free of charge. If updates are available, they can be downloaded via a function of the Software.

5.2 Registered licence holders of a purchase licence (available to entrepreneurs (§ 14 BGB) only) receive a one-time reduction on the new price (upgrade price) for the number of already existing licences when a new version of MAXQDA is released. The entitlement to purchase an upgrade must be proven by providing the serial number(s). The upgrade right expires if the licence holder has not exercised his/her right to upgrade for two programme versions in succession.

5.3 VERBI is entitled to create updates to the Software at its own discretion.

5.4 Users of free licences are not entitled to updates of the Software they use.

## § 7 Delivery, delivery period

1. The delivery of the ordered goods takes place in accordance with the respective delivery information on VERBI's website. The customer receives access to a website with a download link. The installation of the Software requires the entry of a serial number, which is sent to the customer by e-mail.

2. Orders will usually be processed within one week of receipt.

3. If Software is offered to the customer electronically in the form of a download link for downloading the Software from VERBI's servers, the customer shall be obliged to collect the Software ("Holschuld"). After receiving the necessary data, the customer alone decides whether and when to download the Software.

## § 8 Copyright

1. The Software product is protected by German copyright law and international copyright treaties as well as by other laws and treaties on intellectual property.

2. The ownership and copyright exploitation rights in the Software product (including but not limited to images, photographs, animations, video, audio, music, text and "applets" contained in the Software product), the printed accompanying material and all copies of the Software product are owned by VERBI.

3. The Software product shall be treated as any other copyrighted material except that a copy of the Software product may be made for backup or archival purposes. By possessing, installing or using the Software, the customer does not acquire any rights to the intellectual property of the Software apart from the rights of use granted to him/her on the basis of these GTC/EULA.

## § 9 Activation of the Software

1. When purchasing a MAXQDA licence, the customer receives a serial number. This represents the key to using the Software in accordance with the licence rights acquired.

2. In order to use the Software, the customer must activate it with his/her serial number. VERBI expressly points out that an internet connection is mandatory for activating the Software. Activation requires the transmission of various information about the computer used by the customer and the system environment in which the Software is to be operated. This information may also contain personal data, as explained in the separate data protection declaration.

## § 10 Scope of use of the Software

1. The temporal scope of the rights to use the Software transferred to the customer depends on which licence the customer has acquired. If the customer has selected a purchase licence, the customer shall receive a simple, non-exclusive right of use to the Software downloaded by the customer or delivered to the customer to the extent granted in these GTC/EULA. If the customer has chosen a time-limited licence or a licence free of charge, the rights of use shall be granted for a limited period of time for the term of the underlying agreement.

2. The rights to use upgrades, if provided, shall be granted to the customer in accordance with the underlying licence type. If the customer has received and activated an upgrade, the rights of use for those parts of the standard Software which are replaced by the upgrade shall expire at the time of installation and activation of the respective upgrade. Any right of the customer to resell the replaced Software shall also expire at this time.

3. The customer is entitled to use the Software in accordance with the provisions of the respective licence type (§ 6) - subject to full payment of the remuneration. Furthermore, the customer is entitled to make a backup copy of the Software. This must be marked as such. VERBI may demand that all other unlawfully produced or distributed copies or copies intended for unlawful distribution be destroyed.

4. The customer may not alter or remove any copyright, trademark, proprietary or other notices affixed to the data carriers, in the programme or on the documentation. The symbols integrated in the Software may only be used within the framework of the normal, contractual use of the Software. Separate use or exploitation of the symbols is expressly prohibited.

5. The customer is not entitled to reverse engineer, decompile or disassemble the Software product. However, this shall only apply to the extent that the applicable law, notwithstanding this limitation, does not expressly permit such a possibility. The Software product is licensed as a single product. The customer is not entitled to separate its components in order to use them on more than one computer.

6. Special obligations apply with regard to the Foxit PDF SDK, which is an integral part of MAXQDA: The intellectual property rights of the PDF SDK belong to Foxit. The customer is not entitled to use, make available to others, modify or reverse engineer individual components or the entirety of the Foxit PDF SDK outside of MAXQDA.

7. Licence holders of a purchase licence (available to entrepreneurs (§ 14 BGB) only) are only entitled to permanently transfer the rights to use the Software (including all previous versions and backup copies) provided that all documentation and media are transferred and no copies are retained by the customer. In the event of transfer of the Software to a third party, the customer shall immediately cease any further use of the Software and completely remove the programme from his/her computer.

VERBI points out that in the event of a transfer of the rights of use in the aforementioned sense, there is no obligation on the part of VERBI to also provide support services to the purchaser of the Software and/or to supply upgrades for the Software, unless the purchaser concludes a separate agreement on this with VERBI. The leasing of the Software is not permitted.

8. Holders of other licences are not entitled to transfer the rights to use the Software.

9. The customer's rights to the Software expire and immediately revert to VERBI if the customer violates the above terms and conditions of use. Notwithstanding other rights, VERBI is entitled to revoke the customer's rights of use if there is a serious breach of the terms and conditions of these GTC/EULA. In both cases, the customer is obliged to destroy all copies of the Software product and its components or to hand them over to VERBI. The customer must confirm this by e-mail.

## § 11 Terms of Use by Licence Type

### 1. Single user licences

The single user licence may be used by the authorised person. This person may install the licence on two devices. The two installations may not be used simultaneously and in no case by other persons.

### 2. Network licences

2.1 Network licences are only available to entrepreneurs as defined by § 14 BGB (German Civil

Code) (non-private customers) such as universities, research institutions, other companies or entrepreneurs.

2.2 Network licences are server-based licences that allow simultaneous use of the Software in the amount of the number of licences purchased, starting with 5 licences. The installation and use of the "MAXQDA Netlic Manager" software developed by VERBI is required to manage the network licences. This software is provided by VERBI free of charge and installed on a server computer of the customer in a Windows environment (Windows 8 or higher). Network licences are issued to a group of the customer's institution defined by the customer for use in accordance with the number of licences purchased. The total number of authorised users may be twice the number of licences purchased (concurrent use). Under no circumstances may the Software be used by an unlimited number of persons. The use of other types of network licences shall be negotiated directly with VERBI in each case - the terms of use shall be regulated individually in each case.

## § 12 Support services

1. VERBI offers licence holders of a paid MAXQDA licence free online support at its own discretion to an extent to be determined by VERBI; users of a free licence are not entitled to the support services. Online support provides technical assistance with questions about the functions as well as difficulties with the installation and activation of the Software product. Online support does not provide consulting or research advice. Before using the support, the information provided by VERBI (instructions, manuals, FAQs, etc.) must be consulted.

2. VERBI offers free online support for the use of the current version of the Software. Support for older versions is no longer provided.

3. Further individual support services (consulting) are subject to a charge and require a separate agreement with VERBI.

4. In the event of serious breaches of the GTC/EULA, VERBI reserves the right to refuse support services to the extent permitted by law. This does not apply if support services for the purchased licence are part of the main service owed in accordance ("geschuldete Hauptleistung") with these GTC/EULA.

## § 13 Data protection

The customer has taken note of the data protection declaration for the use of the software.

## § 14 Warranty - Limitation of Liability

1. Warranty is only granted if the Software is installed according to the system requirements described on the VERBI webpage (http://www.maxqda.com/products/system-requirements).

VERBI is therefore not required to ensure that the Software's functions meet the specific requirements of the customer or work in conjunction with components in the customer's specific hardware configuration. The selection, installation and use of the Software as well as the desired results are the responsibility of the customer.

2. Any warranty or liability is excluded for consequences resulting from alterations made by the customer or a third party to the Software or through improper handling or incorrect operation of the Software.

3. VERBI does not accept any liability for the loss of data or damages to systems due to the use of the product, unless VERBI caused the loss intentionally or through gross negligence and the customer had taken reasonable precautions to ensure that a data backup was carried out according to the latest technological standards and at appropriate intervals (at least once per day), so that the data could reasonably be reconstructed.

4. VERBI is liable without limitation for intent and gross negligence as well as for slight negligence in the event of damage resulting from injury to body, life or health. In other cases of slight negligence, VERBI is only liable in the event of a breach of such obligations that make the reasonable and proper performance of the contract possible in the first place and on the fulfilment of which the customer accordingly relies and may rely (cardinal obligations) and only limited to compensation for the foreseeable, typically occurring damage. Other claims for damages are excluded. Furthermore, limitations and exclusions in this clause do not apply to claims by the customer in the event of fraudulent concealment of a defect by VERBI due to the absence of an assured characteristic, the breach of a warranty promise and claims in accordance with §§ 1, 4 of the Product Liability Act (Produkthaftungsgesetz).

5. VERBI is not liable to the customer for delays in performance resulting from force majeure, namely circumstances beyond VERBI's control. The same applies if VERBI is unable to provide its service in accordance with these GTC/EULA due to a lack of information or cooperation from the customer.

6. Insofar as VERBI's liability is excluded or limited, this also applies to the personal liability of VERBI's employees, representatives and vicarious agents.

## § 15 High-risk activities

The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, High Risk Activities). VERBI GmbH expressly disclaims any express or implied

warranty of fitness for High Risk Activities.

# § 16 Special conditions for entrepreneurs

The following provisions are aimed exclusively at entrepreneurs within the meaning of § 14 BGB (non-private customers) such as: Universities, research institutions, other companies or entrepreneurs.

## 1. Scope of application

1.1 These GTC/EULA apply exclusively; VERBI does not recognise any terms and conditions of the customer that conflict with or deviate from these GTC/EULA unless VERBI has expressly agreed to their validity in writing. These GTC/EULA also apply if VERBI executes the customer's order without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these GTC/EULA.

1.2 All agreements made between VERBI and the customer for the execution of an order must be recorded in writing or in text form (e.g. by e-mail or fax).

## 2. Prices and terms of payment for orders outside the webshop

2.1 Unless otherwise indicated, the prices stated in VERBI's offer at the time of the order apply to the delivery.

2.2 Orders from European countries must be placed in EURO; orders in US dollars are not permitted. Irrespective of the place of the order, the above provisions shall apply in the same way to deliveries to European countries. Orders as well as deliveries in US dollars are only permitted from American, South and East Asian, Oceanic and African countries.

2.3 Unless otherwise stated, the prices quoted are exclusive of VAT (which shall be shown separately on the invoice at the statutory rate on the date of invoicing), but inclusive of shipping or transport costs to the agreed place of delivery.

2.4 Payment of the purchase price is due immediately after conclusion of the contract. Payments must be made by the methods listed on the website; other methods of payment require the prior consent of VERBI. With the exception of purchases on account, payment is made before delivery. Annual licences must be paid for in full in advance for the entire licence period. If the customer has purchased products or services with recurring payment obligations (subscriptions), the prices are due at the agreed interval.

2.5 The deduction of cash discount is subject to a prior separate agreement.

2.6 In the case of purchases on account, the invoice amount shall be paid without deduction immediately upon receipt of the invoice, unless otherwise stated in the order confirmation. The

customer shall bear any costs of money transfer itself.

2.7 Should the customer be in default of payment, VERBI is entitled to demand interest on arrears and a further lump sum of EUR 40.00, unless the customer can prove that no damage or lower damage has been incurred. The interest rate shall be 9 (nine) percentage points higher than the given base rate. If VERBI is able to prove higher damages caused by the default, VERBI is entitled to claim these damages. Any lump sum already claimed under this provision shall be credited towards the claim for damages.

2.8 The customer shall only be entitled to offset rights if his counterclaims have been legally established or acknowledged by VERBI. The customer is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

2.9 If the customer is in default of acceptance or if they violate other cooperation obligations, VERBI is entitled to demand damages incurred, including possible additional charges. In this case, the risk of accidental loss or accidental deterioration of the contractual item also passes to the customer at the time at which the latter is in default of acceptance.

## 3. Restrictions to the Transfer of Usage Rights and Right of Revocation

3.1 In the event that permanent rights of use to the standard software are to be transferred to the customer, VERBI reserves the right to delay the transfer of said usage rights to the customer until VERBI has received the full sum stated in the delivery contract, including additional costs (e.g. exchange costs, financing costs, interest, etc.). Until to this point, the customer is only granted temporary rights, which can be revoked by VERBI in accordance with the following provisions.

3.2 Until the time of the transfer of permanent rights of use pursuant to Paragraph 1, the customer shall be obligated to notify VERBI immediately in the event of seizure or other interventions by third parties so that VERBI may bring an action pursuant to § 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to reimburse VERBI for the judicial and extrajudicial costs of a prevailing complaint pursuant to § 771 ZPO, the customer shall be liable for the failure incurred by VERBI.

3.3 A serious breach by the Customer of the GTC/EULA entitles VERBI to revoke the contract with the Customer. The parties agree that a serious breach is given in particular if the Customer uses the license contrary to the terms of use in in § 11.

## 4. Warranty and limitation of liability

In addition to § 14, the following provisions on warranty and limitation of liability shall apply to the acquisition and use of the Software:

4.1 The customer is not entitled to remedy defects itself and to demand reimbursement of the expenses required for this unless the customer has properly notified VERBI of the defect and provided VERBI with the information required to reproduce the defect and VERBI has not remedied the defect within a reasonable period of time.

4.2 Claims for compensation for damages and expenses for reimbursement shall become statute barred at the completion of 12 months. This 12-month period begins at the earliest with the notification of the defect by the Customer and at the latest at the end of the year in which the Customer recognized the defect or could have recognized it without negligence.

4.3 VERBI is not liable for damage that has not occurred to the Software itself; in particular, VERBI is not liable for lost profits of the customer that are attributable to the use of the products.

## 5. Miscellaneous

5.1 VERBI is entitled to name the customer as a reference on the website for the purpose of external presentation. This can also take place in the use of the logo (corporate identity), with which the customer agrees. VERBI reserves the right to name the reference up to 3 calendar years after termination of the contract.

5.2 In the case of contracts with merchants, legal entities under public law or special funds under public law, the place of performance for delivery and payment and the place of jurisdiction shall be the registered office of VERBI in Berlin.

# § 17 Special conditions for consumers

The following provisions are directed exclusively at consumers within the meaning of Section 13 of the German Civil Code (BGB) (private customers), i.e. customers who, in accordance with these GTC/EULA, acquire rights of use for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity.

## Withdrawal policy

### 1. Right of withdrawal

1.1 You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

1.2 To exercise the right of withdrawal, you must inform us, (VERBI Software. Consult. Sozialforschung GmbH, Invalidenstr. 74, 10557 Berlin, Tel.: +49 (0)30 206 22 5922, Fax: +49 (0)30 206 22 59 29, E-Mail: cs@maxqda.com), of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

1.3 To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## 2. Effects of withdrawal

2.1 If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

2.2 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## 3. Important note

According to Section 356 para. 5 of the German Civil Code (BGB), in the case of a contract for the supply of digital content that is not contained in a tangible medium, the right of withdrawal becomes extinct if

1. VERBI began with the performance of the contract,

2. the consumer had expressly consented to VERBI beginning with the performance of the contract prior to expiry of the withdrawal period,

3. the consumer had acknowledged that by their consent, they would lose the right to withdraw from the contract upon the performance of the contract having commenced, and

4. VERBI has provided the consumer with a confirmation of the contract.

VERBI begins with the execution of the contract in the sense described above at the time when the consumer starts a download process.

## 4. Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract).

> To: VERBI Software. Consult. Sozialforschung GmbH Invalidenstr. 74 10557 Berlin e-mail: cs@maxqda.com:
>
> I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as applicable

## § 18 Final provisions

1. The law of the Federal Republic of Germany shall apply. The provisions of the Vienna UN Convention for the International Sale of Goods (CISG) of 11.04.1980 on contracts for the international sale of goods (UN Sales Convention) shall not apply. The statutory provisions on the limitation of the choice of law and on the applicability of mandatory provisions of the state in which the customer has his/her habitual residence as a consumer shall remain unaffected.

2. The rights and obligations arising from an agreement concluded between the parties on the basis of these GTC/EULA may not be transferred to third parties without the prior written consent of VERBI. § Section 354a of the German Commercial Code (HGB) remains unaffected if the customer acts as an entrepreneur (Section 14 BGB).

3. Should a provision in these GTC/EULA or a provision within the scope of other agreements be or become invalid, this shall not affect the validity of all other agreements or provisions. The statutory provision shall apply in place of the invalid provision.

4. VERBI is entitled to unilaterally amend these GTC/EULA if there is a valid and objectively justified reason for doing so. Such a reason exists if

1. a change in the legal situation (e.g., due to changes in the law or binding supreme court rulings) makes this necessary,

2. technical innovations or developments make it necessary to adjust the contractual provisions in order to ensure the performance of the contract,

3. gaps or ambiguities are identified in the provisions that were not foreseeable at the time the contract was concluded and that could significantly impair the performance or interpretation of the contract.

Changes to prices or the main performance obligations are not covered by this reservation of changes. Under no circumstances may the changes significantly shift the contractual balance between the parties to the detriment of the customer.

The customer will be informed of any intended changes by email at least four weeks before the planned coming into effect of the new provisions, with notification of the full content of the changes. The right of objection and the significance of the deadline shall be expressly pointed out. If the customer does not object by the end of the deadline, the changes shall be deemed accepted. In the event of an objection, the previous GTC/EULA shall remain valid; the right of both parties to ordinary termination shall remain unaffected.

5. The language of the contract shall be German. These GTC/EULA have been drawn up in German and English. The German version shall be authoritative. The English version is for information purposes only.