

General Terms and Conditions of Business and Delivery of Macaw GmbH

Version 1.3 from 01.08.2023

Valid for the German companies of the Macaw Group listed below:

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info@macaw.net

Macaw Germany Cologne GmbH

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Macaw netzkern GmbH

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Table of contents

Chapter 1 - General provisions	4	Chapter 2 - Processing of personal data.....	13
Article 1 Applicability of the General Terms of Delivery.....	4	Article 24 General	13
Article 2 offers	4	Article 25 Safety	14
Article 3 Price and payment	4	Article 26 Personal data breaches	14
Article 4 Term of the contract.....	5	Article 27 Confidentiality	14
Article 5 Confidentiality	5	Article 28 Obligations upon termination.....	14
Article 6 Data protection and data processing.....	5	Article 29 Rights of data subjects and audit rights.....	15
Article 7 Security.....	6	Article 30 Subprocessors	15
Article 8 Retention of title, reservation of rights and suspension	6	Chapter 3 - Software as a Service (SaaS).....	16
Article 9 Risk transfer	7	Article 31 Provision of SaaS	16
Article 10 Intellectual Property.....	7	Article 32 Warranty	16
Article 11 Performance of services.....	8	Article 33 Commencement of service; payment.....	16
Article 12 Duty to provide information and other duties to cooperate.....	8	Article 34 Additional provisions	17
Article 13 Project and Steering Groups.....	9	Chapter 4 - Software	17
Article 13a Obligations of the client.....	9	Article 35 Right of use and restrictions on use.....	17
Article 14 Deadlines and delivery dates.....	9	Article 36 Delivery and installation	18
Article 15 Dissolution and termination of the contract.....	10	Article 37 Acceptance / Acceptance.....	18
Article 16 Liability of Macaw	10	Article 38 Availability.....	19
Article 17 Force majeure	11	Article 39 Payment for the right of use	19
Article 18 Service Level Agreement.....	11	Article 40 Changes in the software.....	20
Article 19 Backups	12	Article 41 Warranty	20
Article 20 Amendments and additional work	12	Chapter 5 - Development platforms and software solutions	20
Article 21 Transfer of rights and obligations	12	Article 42 Specifications and development of software and / or websites.....	20
Article 22 Non-disclosure of personnel	12	Article 43 Agile software/website development.....	21
Article 23 Applicable law and disputes.....	12	Article 44 Delivery, installation and acceptance	22

Article 45 Right to use	22	Chapter 9 - Education and training	25
Article 46 Payment	22	Article 60 Registration and cancellation	25
Article 47 Guarantee.....	22	Article 61 Implementation of training courses	25
Chapter 6 - Software maintenance and support	23	Article 62 Price and payment	26
Article 48 Maintenance services.....	23	Chapter 10 - Hosting, Housing & Domain Services	26
Article 49 New versions of software.....	23	Article 63 Hosting services.....	26
Article 50 Support services	23	Article 64 Notice and takedown.....	27
Article 51 Payment.....	24	Article 64a Domain Reservation, Selection of Domain Names, Customer's Duty of Examination.....	27
Chapter 7 - Consulting and support	24	Chapter 11 - Web design and software visualization	27
Article 52 Provision of consulting and advisory services.....	24	Article 65 Provision of visualization services	27
Article 53 Reporting.....	25	Article 66 Design drafts	28
Article 54 Payment	25	Chapter 12 - intentionally released.....	28
Chapter 8 - Secondment services.....	25	Chapter 13 - Final provisions	28
Articles 55 to 59.....	25		

These General Terms and Conditions of Business and Delivery (GTC for short) apply to the following companies:

Macaw GmbH, Macaw Germany Cologne GmbH, Macaw netzkern GmbH,

all hereinafter referred to as "Macaw". The Client is hereinafter referred to as the "Client".

Chapter 1 - General provisions

Article 1 Applicability of the General Terms of Delivery

- 1.1 These General Terms and Conditions of Delivery apply to all offers and contracts on the basis of which Macaw supplies goods to the Clients and / or provides services of whatever kind and under whatever name.
- 1.2 Deviations from and additions to these GTC shall only be valid if agreed in writing between the parties or agreed in writing in an individual assignment.
- 1.3 The applicability of any terms and conditions of purchase or other terms and conditions of the Client is expressly excluded.
- 1.4 If and to the extent that Macaw provides the Client with products or services of third parties or grants access to such products or services, the license or sales terms of the third parties shall apply to the relationship between Macaw and the Client with respect to the products and services instead of the provisions of these GTC that deviate from these license or sales terms, provided that the Client has been advised by Macaw of the applicability of the license or sales terms of the relevant third parties and has been given reasonable opportunity to take note of such terms.
- 1.5 If and to the extent that the aforementioned third party terms and conditions are for any reason deemed or declared inapplicable to the relationship between the Client and Macaw, these T&Cs shall continue to apply in full.
- 1.6 If any provision of these GTC is void or declared void, the remaining provisions of these GTC shall remain in full force and effect. In this case, Macaw and the Client will coordinate to agree on new provisions that will have the same effect as far as possible and replace the void or null and void provisions.
- 1.7 Without prejudice to the provisions of Article 1.4, in the event of a conflict between the Agreement

concluded between the Parties and / or the agreements made elsewhere and these GTC, the provisions of the Agreement concluded between the Parties and / or the agreements made elsewhere shall apply. In the event of a conflict between provisions in chapters of these GTC, the provisions of the earlier chapter shall apply, unless expressly deviated from.

Article 2 offers

All quotations and other communications from Macaw are subject to change unless otherwise stated in writing by Macaw. The Client warrants that the information provided to Macaw by the Client or submitted to Macaw on the Client's behalf and on which Macaw has based its quotation is accurate and complete, except for obvious typographical errors.

Article 3 Price and payment

- 3.1 All prices are exclusive of value added tax (VAT) and other product and service specific levies imposed by the government. All prices quoted by Macaw are in Euros and the Client must pay in Euros.
- 3.2 The Client cannot derive any rights or expectations from an estimate or budget prepared by Macaw unless the parties have agreed otherwise in writing. An available budget communicated to Macaw by the Client shall only be deemed to be a (fixed) price agreed between the parties if this has been expressly agreed in writing.
- 3.3 If, according to the contract, the Client consists of several natural and/or legal persons, each of these natural and/or legal persons shall be jointly and severally liable to Macaw for the performance of the contract.

3.4 Information from Macaw's records shall be deemed conclusive evidence with respect to the service provided by Macaw (e.g., with respect to the number of hours worked) and the amounts owed by the Client for the provision of such service, without prejudice to the Client's right to prove otherwise.

3.5 Macaw is entitled to increase the prices and rates for services shown in the overview at daily or hourly rates once per calendar year in accordance with the index figure for the annual development of the consumer price index for Germany plus a fixed percentage of 2.9%. The basis for this is the officially determined, general rate of change from the previous year in percent.

3.6 Without prejudice to the provisions of Article 3.5, Macaw shall at any time be entitled to adjust its prices and tariffs in the interim if Macaw of products or services, such as a supplier of software or hardware, changes its prices and tariffs. Macaw will notify the Clients accordingly. If the Client does not wish to agree to the adjustment referred to in this paragraph, the Client shall have the right to terminate the Agreement in writing within thirty days of notification of the adjustment, such termination to be effective on the date the new prices and/or rates would take effect. This right of termination shall expressly not apply in the event of a price or tariff adjustment within the meaning of Article 3.5.

3.7 The Parties shall record the date or dates on which Macaw invoices the Client for the service agreed in the Contract. The amounts owed must be paid by the Client within thirty days from the date of the invoice by transfer to a bank account specified by Macaw. The Client may not defer payment.

3.8 If the Client fails to pay any amount due or fails to pay it on time, the Client shall owe the statutory interest for commercial contracts on the outstanding amount if a demand for payment or IN DEFERRENCE has been made. If the Client fails to pay the amount due even after a demand for payment or IN DEFERRENCE, Macaw shall be entitled to give the claim to a collection agency for assignment, and the Client shall pay all reasonable judicial and extrajudicial costs and any costs charged by outside experts. The foregoing is without prejudice to Macaw's other legal and contractual rights.

Article 4 Term of the contract

4.1 If and to the extent that the contract concluded between the parties is a continuing obligation, the contract shall be concluded for the agreed term. If no term has been agreed, a term of one year shall apply.

4.2 The term of a fixed-term contract is tacitly extended, in each case by the originally agreed period with a maximum term of one year, unless the Client or Macaw terminates the contract in writing with three months' notice prior to the expiry of the current term.

Article 5 Confidentiality

5.1 The Client and Macaw shall ensure that all information received from the other party that the receiving party knows or reasonably should know is confidential is kept secret.

This confidentiality obligation shall not apply if and to the extent that one of the parties is required by a court decision or a statutory provision based on a government order to disclose the information in question to a third party, or if and to the extent that this is necessary for the proper performance of the Agreement. The party receiving the confidential information may use it only for the purpose for which it was provided. Information shall in any case be deemed confidential if it has been designated as such by one of the parties.

5.2 The Client acknowledges that software provided by or through Macaw is always confidential in nature and that such software contains trade secrets of Macaw, its suppliers or the manufacturer of the software.

Article 6 Data protection and data processing

6.1 Where deemed relevant by Macaw for the performance of the Agreement, the Client shall inform Macaw in writing, upon request, of the manner in which the Client complies with its legal obligations regarding the protection of personal data.

6.2 The Client shall indemnify Macaw against claims from persons whose personal data are or have been processed or for whose processing the Client is legally responsible, unless the Client proves that the facts on which a claim is based are attributable to Macaw.

6.3 The Client is responsible for the data he/she processes in the course of using a Macaw service. The Client warrants to Macaw that the content, use and / or processing of the data is not unlawful and does not

infringe any right of a third party. The Client indemnifies Macaw against all claims of third parties, which are raised for whatever reason in connection with this data or the performance of the contract.

6.4 If Macaw performs work in relation to the Client's, its employees' or Users' data as a result of a request or competently issued order from a public authority or in connection with a legal obligation, all costs associated with such work may be charged to the Client.

6.5 If Macaw provides services to the Clients as a data processor within the meaning of the legislation on the protection of personal data, then the chapter "Standard clauses for processing" shall also apply.

Article 7 Security

7.1 If Macaw is required under the Agreement to provide any form of information security, such security shall comply with the security specifications agreed in writing between the Parties. Macaw does not warrant that the information security provided will be effective in all circumstances. If the Contract does not provide for an expressly defined method of security, the security provided shall be of a standard that is not unreasonable in light of the state of the art, the cost of implementation, the nature, scope and context of the information to be protected known to Macaw, the purpose and normal use of its products and services, and the likelihood and severity of foreseeable risks.

7.2 The access or identification codes, certificates or other security means provided to the Client by or because of Macaw are confidential and must be treated as such by the Client and may only be disclosed to authorized personnel within the Client's own organization. Macaw shall have the right to change access or identification codes and certificates. Client is responsible for managing authorizations and providing and revoking access and identification codes in a timely manner, for which Client must have an adequate password management system in place. Client shall ensure that temporary access and identification codes are replaced with another access or identification code upon first use. Access and identification codes that come standard with the Software shall be changed by Client upon first use. The Client shall ensure that an access or identification code is changed immediately if there is any suspicion that the code in question has become known to a third party without authorization.

7.3 If the security or its testing relates to software, equipment or infrastructure not provided to the Client by Macaw itself, the Client warrants that all necessary licenses or permits for the provision of the intended

services have been obtained. Macaw shall not be liable for any damages incurred in connection with the provision of such services.

Clients shall indemnify and hold Macaw harmless from any and all claims brought for any reason related to the provision of these services.

7.4 Macaw is entitled to adjust the security measures from time to time if this is necessary due to changed circumstances.

7.5 The Client must adequately secure its systems and infrastructure and keep them adequately secured.

7.6 Macaw may issue instructions to the Client in relation to security to prevent or minimize incidents or the consequences of incidents that may affect security. If the Client fails to comply with such instructions from Macaw or any competent authority, or fails to do so in a timely manner, Macaw shall not be liable and the Client shall indemnify Macaw against any damages that may arise as a result.

7.7 Macaw may at any time take technical and organizational measures to protect equipment, files, websites, provided software, software or other works to which the Client is granted direct or indirect access, including in connection with any agreed restriction on the content or duration of the right to use such items. The Client may not remove or circumvent such technical measures or have them removed or circumvented.

Article 8 Retention of title, reservation of rights and suspension

8.1 All Articles delivered to the Client shall remain the property of Macaw until all amounts owed by the Client to Macaw under the agreement entered into between the parties have been paid in full to Macaw. A Client acting as a reseller may sell and deliver all items subject to Macaw's retention of title, provided that this is customary in the ordinary course of the Client's business.

8.2 The consequences under property law of the retention of title to an item intended for export shall be governed by the law of the country of destination,

provided that such law contains more favorable provisions for Macaw.

8.3 The granting or transfer of rights to the Client, if any, shall be subject to the Client having paid all amounts owed under the Agreement.

8.4 Macaw may withhold any information, documents, software and/or files received or created under the Agreement, notwithstanding any existing obligation to surrender or transfer, until the Client has paid all amounts owed to Macaw.

Article 9 Risk transfer

The risk of loss, theft, misappropriation or damage of items, information (including usernames, codes and passwords), documents, software or files created for, provided to or used by the Client in the course of the performance of the Contract shall pass to the Client at the time when the Client or an auxiliary person of the Client comes into actual possession of said items and information.

Article 10 Intellectual Property

10.1 All intellectual property rights in the software, websites, files, databases, equipment and training, testing and investigative materials, as well as in other materials such as analyses, designs, documentation, reports and quotations, including related preparatory materials, developed or provided to the Client under the Contract, shall be and remain the exclusive property of Macaw, its licensors or its suppliers. The Client shall only have the rights of use granted to it under these Terms and Conditions, specified in the agreement concluded between the parties in writing and enshrined as mandatory provisions in the law.

A right granted to the Client is non-exclusive and cannot be transferred, pledged or sublicensed.

10.2 If Macaw is willing to commit to transfer an intellectual property right, such commitment can only be made in writing. If the parties agree in writing that an intellectual property right relating to software, websites, files, equipment, know-how or other works or materials specifically developed for the Client is transferred to the Client, Macaw's right or option to use and/or operate the parts, designs, algorithms, documentation, works, protocols, standards and the like on which said developments are based, either for itself or for third parties and without any restriction for other purposes, shall remain unaffected. Macaw also has the right to use and / or operate, either for itself or for third parties and without any limitation, the general

principles, ideas and programming languages used for the production or development of a work for other purposes. The transfer of an intellectual property right also does not affect the right of Macaw to complete, either for itself or for a third party, developments similar to or derived from the developments that have been or will be completed for the Client.

10.3 The Client shall not be entitled to remove or alter, or cause to be removed or altered, any indications of confidentiality or any copyright, trademark, trade name or other intellectual property rights in the Software, the Sites, the Files, the Equipment or the Materials.

10.4 Macaw shall indemnify the Client against all claims of third parties based on the allegation that software, websites, files, devices or other materials developed by Macaw itself infringe any intellectual property right of such third party in force in the Netherlands, on condition that the Client immediately notifies Macaw in writing of the existence and content of the claim and leaves the settlement of the claim, including all agreements made in this respect, entirely to Macaw. The Client will provide Macaw with the necessary powers of attorney and information and will assist Macaw in defending any such claim. This indemnification obligation will not apply if the alleged infringement involves (i) works or materials that Client has provided to Macaw for use, modification, adaptation or maintenance, or (ii) modifications that Client has made or commissioned to the Software, Sites, files, Equipment or other works or materials without the written consent of Macaw. If it is irrevocably determined by a court of law that any software, websites, files, equipment or other materials developed by Macaw itself infringe any intellectual property right of a third party that is in force in the Netherlands, or if in Macaw's opinion there is a good chance that such infringement exists, Macaw will use its best efforts to ensure that the Client can continue to use or make functionally equivalent use of the delivered software, websites, files, equipment or materials. Any other or further obligation to indemnify on the part of Macaw due to infringement of a third party's intellectual property right is excluded.

10.5 The Client warrants that the provision of equipment, software, website materials, files and/or other materials, designs and/or other works to Macaw for the purpose of use, maintenance, processing, installation or integration does not infringe any third-party rights, including ownership of the relevant licenses. Client shall indemnify and hold harmless Macaw from any claim by a third party that such

provision, use, maintenance, processing, installation or integration infringes any right of such third party.

10.6 Macaw is never obliged to perform any data conversion.

10.7 Macaw is entitled to use the Clients' figurative mark, logo and name in its external communications.

Article 11 Performance of services

11.1 Macaw shall perform its Services with care and to the best of its knowledge and belief, where applicable in accordance with the agreements and procedures agreed with the Client in writing. All Services of Macaw shall be provided on a best efforts basis, unless Macaw has expressly promised a result in the written contract and the result in question has been defined in the contract with sufficient determinability.

11.2 Macaw shall not be liable for any loss or expense resulting from the use or misuse of any access or identification code, certificate or other security device, unless such misuse is the direct result of willful misconduct or negligence on the part of Macaw's management.

11.3 If the Contract was concluded with a view to performance by a specific person, Macaw shall be entitled at any time to replace such person with one or more persons having the same and / or similar qualifications.

11.4 Macaw is not obliged to follow the Client's instructions in the performance of its Services, in particular if such instructions modify or supplement the content and scope of the agreed Services. However, if such instructions are followed, the work in question shall be paid for in accordance with Macaw's usual rates.

Article 12 Information and other cooperation obligations

12.1 The Parties acknowledge that the success of the Information and Communication Technology Work depends on good and timely cooperation between the Parties. The Client shall always provide all reasonably required cooperation in a timely manner.

12.2 The Client warrants that the information, designs and specifications provided to Macaw by the Client or provided to Macaw on the Client's behalf are accurate and complete. If the information, designs or specifications provided by the Client contain obvious

inaccuracies to Macaw, Macaw will contact the Client to resolve the matter.

12.3 In connection with continuity, the Client shall appoint one or more contact persons to act in this capacity for the duration of Macaw's work. The Client's contact persons must have the necessary experience, specific knowledge of the subject matter and an adequate understanding of the objectives that the Client wishes to achieve.

12.4 The Client bears the risk in the selection of items, goods and / or services to be provided by Macaw. The Client must always exercise the utmost care to ensure that the requirements that the service must meet are accurate and complete. Information referred to on websites and in offers and promotional materials is not binding on Macaw unless Macaw has expressly stated otherwise.

12.5 If the Client uses employees and / or auxiliary persons in the execution of the order, these employees and auxiliary persons must have the required knowledge and experience. If Macaw's employees perform work at the Client's location, the Client must provide the necessary facilities in a timely manner and free of charge, such as a work room with computer and network facilities. Macaw shall not be liable for any damages or costs due to transmission errors, malfunctions or unavailability of these facilities, unless the Client proves that such damages or costs are due to intent or negligence of the management of Macaw.

12.6 The workspace and facilities must comply with all legal requirements. The Client indemnifies Macaw against claims of third parties, including Macaw's employees, who are harmed in the course of the performance of the Contract due to acts or omissions of the Client or due to unsafe situations in the Client's organization. The Client shall make the applicable corporate, information, and safety rules in its organization known to the employees assigned by Macaw prior to the commencement of the work.

12.7 The Client is responsible for the administration, including the verification of the settings, and the use of the Products and/or Services provided by Macaw, as well as for the way in which the results of the Products and Services are used. The Client is also responsible for the appropriate instruction of the Users and for the use by the Clients.

12.8 The Client shall provide the required devices, infrastructure and support software itself and shall install, organize, parameterize and tune the required software and support software on its devices itself and, if necessary, modify and update the devices, the other software and support software and the operating environment used thereby and establish the interoperability requested by it.

Article 13 Project and Steering Groups

13.1 If both parties are involved in a project or steering group through one or more of their assigned employees, the provision of information shall be made in the manner agreed upon for the project or steering group.

13.2 Decisions made in a project or steering group in which both parties are involved shall be binding on Macaw only if

- decisions are made in accordance with what has been agreed.
- between the parties in this regard in writing or, in the absence of written agreements in this regard,
- When Macaw has accepted the decisions in writing.

Macaw is never obliged to accept or execute a decision if, in its opinion, it cannot be reconciled with the content and / or proper performance of the contract.

13.3 The Client warrants that the persons it has designated to participate in a project or steering group are authorized to make decisions that are binding on the Client.

Article 13a Obligations of the Client

13a.1 The Customer shall provide Macaw with all content to be included exclusively as a copy; the Customer shall be responsible for securing the originals.

13a.2 The Client shall be solely responsible for the production of the content. He shall ensure that the content does not infringe the rights of third parties (copyrights, industrial property rights, trademarks, patents, etc.).

13a.3 Upon Macaw's request, the client shall submit the relevant release declarations of the copyright holders. The client irrevocably indemnifies Macaw against any

claims of third parties in an unlimited amount, including any legal costs.

13a.4 All of the Client's materials will be retained by Macaw after the completion of the Order, at which time the materials will either be returned or destroyed as determined by the Client.

13a.5 In particular, the Client shall also provide all texts, images, graphics, logos and tables to be included in the form specified by Macaw. The client is obligated to provide the corresponding content and information at the latest after completion of the concept phase. After creation of the concept, which meets the contractual requirements, the client has to release the draft by written declaration.

Article 14 Deadlines and delivery dates

14.1 Macaw shall use reasonable efforts to, comply as far as possible with the deadlines and delivery periods or dates stated by it or agreed between the parties, whether or not they are fixed deadlines and / or dates. The interim periods and delivery dates stated by Macaw or agreed between the parties are always considered target dates, are not binding on Macaw and are always considered indicative.

14.2 If it is foreseeable that the deadline will be exceeded, Macaw and the Client will consult on the consequences of exceeding the deadline in terms of further planning.

14.3 In all cases, i.e., even if the parties have agreed fixed deadlines and delivery dates or dates and delivery periods, Macaw shall only be in default by missing a deadline after the Client has given Macaw written notice of default and a reasonable period of time has elapsed which the Client has granted Macaw to remedy the breach. The IN DEFERENCE must describe the breach as fully and in as much detail as possible to allow Macaw to respond appropriately.

14.4 If it has been agreed that the Work under the Contract will be performed in phases or sprints, Macaw shall be entitled to postpone the commencement of the Work in a particular phase or sprint until the Client has approved in writing the results of the previous phase or sprint.

14.5 If Macaw delivers an agreed delivery item and the contracting party does not carry out a formal acceptance within 14 days after delivery, it shall be assumed that the acceptance has been implied.

14.6 Macaw shall not be bound by any date or delivery date or deadline or delivery period, whether final or not,

if the parties have agreed on a change in the content or scope of the Contract (additional work, a change in the specifications, etc.) or a change in the approach to the performance of the Contract, or if the Customer fails to perform its obligations under the Contract, or fails to perform them on time or in full. The necessity or occurrence of additional work during the performance of the Contract shall never be a reason for the Client to terminate or cancel the Contract.

Article 15 Dissolution and termination of the contract

15.1 Each party shall only be entitled to terminate the contract due to an attributable non-performance if the other party culpably fails to fulfill essential contractual obligations in any case after a written warning, as detailed as possible, setting a reasonable deadline for remedy. Essential contractual obligations shall in any case be deemed to be the Client's payment obligations and all obligations to cooperate and/or provide information on the part of the Client or a third party acting on behalf of the Client.

15.2 If at the time of termination, the Client has already received goods or services in performance of the Contract, such goods or services and the payment obligations relating thereto shall not be cancelled unless the Client proves that Macaw is in default in respect of the material part of such goods or services. Subject to the foregoing sentence, any amounts invoiced by Macaw prior to termination in connection with what it has already duly performed or delivered in performance of the Contract shall remain payable in full and shall become immediately due and payable at the time of termination.

15.3 A contract which, due to its nature and content, does not end upon completion and has been concluded for an indefinite period of time may be terminated in writing by either party after consultation with the parties. The reasons for the termination must be stated. If no notice period has been agreed between the parties, reasonable notice must be given upon termination. Macaw is never obligated to pay any compensation due to termination.

15.4 The Client may not prematurely terminate a contract that is active for a certain period of time or a contract that ends upon completion.

15.5 Either party may terminate the Agreement in whole or in part in writing, without the need for IN DEFERRENCE, with immediate effect if the other party is granted a moratorium on payment, including a provisional moratorium, a petition in bankruptcy is filed for the other party, or the other party's company is

liquidated or dissolved, except in the case of a restructuring or merger of companies. Macaw may also terminate the Agreement in whole or in part, without IN DEFERRENCE and with immediate effect, if there is a direct or indirect change in the decisive control of the Client's business. Macaw shall never be obligated to repay any amount of money already received or to pay any compensation as a result of termination under this paragraph. If the Client becomes irrevocably bankrupt, its right to use the software, websites and the like provided to it, as well as its right to access and / or use the Services of Macaw, will cease without any termination by Macaw being required.

Article 16 Liability of Macaw

16.1 The total liability of Macaw due to any attributable failure in the performance of the Contract or for any legal reason whatsoever, including any failure in the performance of any warranty or indemnity obligation agreed with the Client, shall be limited to the damages described in this Article.

16.2 Direct damage shall be limited to the maximum price (excluding VAT) set for the relevant Contract. If the contract is mainly a contract with continuous performance and a term of more than one year, the price set for the contract is set at the total amount of payments (excluding VAT) set for one year. However, Macaw's total liability for direct damages, for whatever legal reason, shall never exceed €500,000 (five hundred thousand euros).

16.3 Damage due to death or bodily injury or as a result of damage to property shall be limited to €1,250,000 (one million two hundred and fifty thousand euros).

16.4 Indirect damages, consequential damages, lost profits, lost savings, diminished goodwill, damages due to business interruption, damages resulting from claims of the Clients' clients, damages resulting from the use of third-party items, materials or software prescribed by the Client to Macaw and damages resulting from the engagement of suppliers prescribed by the Client to Macaw are excluded. Macaw's liability for damage, destruction or loss of data or documents is also excluded.

16.5 Macaw's exclusions and limitations of liability described in Articles 16.2 to 16.4 shall apply without prejudice to Macaw's other exclusions and limitations of liability described in these GTC.

16.6 The exclusions and limitations set out in Articles 16.2 to 16.5 shall no longer apply if and to the extent

that the damage is due to intent or negligence on the part of Macaw's management.

16.7 Unless performance by Macaw is permanently impossible, Macaw shall only be liable for an attributable non-performance of a contract if the Client immediately gives notice of default to Macaw in writing and grants Macaw a reasonable period of time to remedy the breach and Macaw culpably fails to perform its obligations even after the expiry of this period. The IN DEFERENCE must describe the breach of contract as fully and in as much detail as possible to enable Macaw to respond appropriately.

16.8 In order to be entitled to compensation, the Client must always report the damage to Macaw in writing as soon as possible after the damage has occurred. Any claim for compensation against Macaw shall become time-barred already after the expiry of a period of 24 months after the claim arose unless the Client has filed a claim for compensation before the expiry of this period.

16.9 The Client shall indemnify Macaw against all third-party claims based on product liability resulting from a defect in a product or system supplied by the Client to a third party and which consisted in part of equipment, software or other materials supplied by Macaw, unless and to the extent that the Client can prove that the damage was caused by said equipment, software or other materials.

16.10 The provisions of this Article and all other limitations and exclusions of liability referred to in these GTC shall also apply for the benefit of all natural persons and legal entities Macaw and its suppliers are engaged in the performance of the Contract.

16.11 Macaw is liable for the fault of other vicarious agents only to the extent of the liability for initial incapacity according to the foregoing. Macaw shall only be liable for slight negligence if an obligation is breached, compliance with which is of particular importance for the achievement of the purpose of the contract.

Macaw's strict liability for defects already existing at the time of conclusion of the contract according to § 538 BGB is expressly excluded.

16.112 If, after acceptance, the client interferes with the website, software and databases or other products or influences their operability through his own actions, including in the form of restoring a backup with an outdated version, Macaw shall not be liable. The

restoration of the operability is to be remunerated separately to Macaw.

Article 17 Force Majeure

17.1 Neither party shall be obliged to perform any obligation, including a statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of Macaw means, among other things:

- (i) Force Majeure on the part of Macaw's suppliers,
- (ii) the failure of Suppliers to properly perform obligations imposed on Macaw by the Clients,
- (iii) Defects in items, equipment, software, or materials of third parties whose use has been prescribed to Macaw by the Clients,
- (iv) governmental action,
- (v) Power outages,
- (vi) Internet, data network or telecommunications equipment failures,
- (vii) (cyber) crime, (cyber) vandalism, war, or terrorism,
- (viii) pandemics and
- (ix) general transportation problems.

17.2 Each of the parties shall have the right to terminate the agreement in writing if a case of force majeure lasts longer than sixty days. In this case, the work already performed in accordance with the contract shall be invoiced pro rata, and the parties shall not be obliged to pay each other anything beyond this.

Article 18 Service Level Agreement

18.1 Agreements concerning a service level (Service Level Agreements) shall only be agreed in writing. The Client shall always immediately inform Macaw of any circumstances that affect or could affect the service level and its availability.

18.2 Where Service Level Agreements have been entered into, the availability of Software, Systems and related Services shall always be measured so as to exclude unavailability due to preventive, corrective or adaptive maintenance or other forms of service announced by Macaw in advance and circumstances beyond Macaw's control. The availability measured by Macaw shall be

deemed conclusive evidence, subject to proof to the contrary by the Clients.

Article 19 Backups

19.1 If the Services provided to the Client under the Agreement include the creation of backup copies of the Client's data, Macaw will create a full backup copy of the Client's data in its possession in accordance with the periods agreed in writing or once a week if such periods have not been agreed. In the absence of agreements on the retention period, Macaw shall retain the backup for the period of time customary at Macaw. Macaw shall keep the backup copy with due care.

19.2 If and to the extent that the services provided by Macaw under the contract do not include the creation of data backups, the Client must do this himself. These backups include not only data, but also software, configurations and virtual settings. The backups shall be stored by the Client at a location chosen in such a way that a security incident at the original location cannot result in damage to the backup. Client shall ensure that backups are appropriately secured. The Client shall ensure that only authorized employees have access to the Backups.

19.3 The Client shall remain responsible for the fulfillment of all administrative and retention obligations applicable to it by law.

Article 20 Amendments and additional work

20.1 If Macaw, at the request or with the prior consent of the Client, has performed work or provided goods or services that are outside the scope of the agreed work and / or provision of goods or services, the Client shall pay for such work or provision of goods or services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with Macaw's usual rates. Macaw shall not be obligated to comply with any such request and may require that a separate written agreement be entered into for such purpose.

20.2 The Client acknowledges that changes and additional work (may) lead to a postponement of deadlines or delivery periods and dates or delivery deadlines. New deadlines or delivery periods and dates or delivery dates indicated by Macaw shall replace the previous ones.

20.3 If a fixed price has been agreed for the Contract, Macaw shall inform the Client in writing, upon request, of the financial consequences of the additional work or

the additional provision of services referred to in this Article.

Article 21 Transfer of rights and obligations

21.1 The Client may not sell, transfer or pledge its rights and obligations under a Contract to a third party.

21.2 Macaw is entitled to sell, transfer or pledge its receivables in settlement of amounts owed to a third party.

Article 22 Non-disclosure of personnel

22.1 During the term of the Agreement and for one year after its termination, the Client shall not in any way, either itself or through third parties, employ or otherwise permit any employee or former employee of Macaw or of any company engaged by Macaw to perform this Agreement or which is or has been involved in the performance of this Agreement to work for the Client, directly or indirectly, whether for consideration or not, or make any attempt in this direction.

22.2 In the event of a breach of the prohibition referred to in Article 22.1, the Client shall trigger a penalty immediately due and payable to Macaw in the amount of €25,000 (twenty-five thousand euros) per breach, plus €1,500 (one thousand five hundred euros) for each day or part thereof during which such breach continues, without prejudice to Macaw's right to claim additional damages.

Article 23 Applicable law and disputes

23.1 Contracts between Macaw and the Clients shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

23.2 Disputes arising from the contract concluded between the parties and / or further contracts derived therefrom shall be decided by arbitration at the arbitration board of the "Deutsche Gesellschaft für Recht und Informatik e.V. (DGRI)" (<https://www.dgri.de/>), without prejudice to the right of each party to apply for provisional legal protection in summary arbitration proceedings (schlichtung@dgri.de) and without prejudice to the right of each party to take precautionary measures. The

arbitration proceedings will take place remotely and / or in Berlin.

23.3 If a dispute concerning services rendered or products delivered arises from the contract concluded between the parties or from further contracts resulting therefrom, then the place of jurisdiction shall be that of the competent registered office of the respective Macaw company. The parties shall be entitled to bring the aforementioned action only if arbitration proceedings have not yet been initiated in respect of the dispute in accordance with the provisions of Article 23.2.

23.4 In the event of a dispute arising from the contract concluded between the parties or contracts derived therefrom, either party shall in any case be entitled to initiate ICT mediation proceedings in accordance with the ICT Mediation Rules of the "Deutsche Gesellschaft für Recht und Informatik e.V. (DGRI)". The other party must then actively participate in the ICT Mediation.

23.5 Mediation proceedings initiated. This legally enforceable obligation shall in any case include participation in at least one joint meeting of the mediators and the parties in order to give this out-of-court form of dispute resolution a chance of success. Each party shall be free to terminate the ICT mediation process at any time after an initial joint session of the mediators and the parties. The provisions of this paragraph shall not prevent a party from seeking interim relief or taking precautionary measures in an emergency arbitration if the party deems it necessary.

Chapter 2 - Processing of personal data

The provisions in this chapter "Processing of Personal Data" apply in addition to the general provisions of these GTC when Macaw processes personal data for the Responsible(s) as (sub)processor(s) within the meaning of the legislation on the protection of personal data in the context of the performance of the contract.

These standard processing clauses, together with the practical arrangements for processing in the contract, constitute a processing agreement within the meaning of Article 28, paragraph 3 of the General Data Protection Regulation (GDPR).

Article 24 General

24.1 Macaw processes personal data at the Client's request in accordance with the Client's written instructions agreed with Macaw.

24.2 The Client or its principal is the Responsible for the Processing within the meaning of the GDPR, has control over the Processing of the Personal Data and has determined the purpose and means of the Processing of the Personal Data.

24.3 Macaw is a Processor within the meaning of the GDPR and therefore has no control over the purposes and means of the processing of the Personal Data and therefore does not make decisions on matters including the use of the Personal Data.

24.4 Macaw shall implement the GDPR as set out in this chapter "Processing of Personal Data" and in the Contract. It is solely for the Client to assess, on the basis of this information, whether Macaw provides adequate safeguards regarding the application of appropriate technical and organizational measures to ensure that the Processing complies with the requirements of the GDPR and that the protection of the rights of the Data Subjects is sufficiently ensured.

24.5 The Client warrants to Macaw that it will act in accordance with the GDPR.

24.6 The Client shall not be entitled to recover from Macaw, on whatever legal basis, any fine imposed by the supervisory authority. In this chapter (2) "supervisory authority" means a supervisory authority within the meaning of the General Data Protection Regulation.

Article 25 Safety

25.1 Macaw shall implement the appropriate technical and organizational security measures as described in the Contract. When implementing the technical and organizational security measures, Macaw shall take into account the state of the art, the implementation costs of the security measures, the nature, scope and context of the Processing, the nature of its products and services, the Processing risks and the variety of risks related to

considered the likelihood and severity to the rights and freedoms of data subjects that Macaw could reasonably expect given the intended use of its products and services.

25.2 Unless otherwise expressly stated in the Contract, Macaw's Product or Service is not intended for the processing of special categories of personal data or data relating to criminal convictions or offences.

25.3 Macaw shall endeavor to ensure that the security measures to be taken are appropriate for the intended use of the Product or Service.

25.4 In the Client's opinion, taking into account the factors set out in Article 25.1, the security measures described provide a level of security appropriate to the risk of the Processing of Personal Data used or provided by the Client.

25.5 Macaw may make changes to the security measures taken as it deems necessary to continue to provide an appropriate level of security. Macaw will document any important changes and inform the Clients of these changes, if applicable.

25.6 The Clients may request that Macaw take further security measures. Macaw is not obliged to make changes to its security measures in response to such a request. Macaw may charge the Client for any costs associated with changes made at the Client's request. Macaw is not obligated to actually implement such security measures until the modified security measures requested by the Client have been agreed to in writing by the parties.

25.7 All Macaw Companies within the scope of these GTC are ISO 27001:2015 certified.

Article 26 Personal data breaches

26.1 Macaw does not guarantee that the security measures provided will be effective in all circumstances. If Macaw becomes aware of a personal data breach, it will notify the Clients immediately. The Agreement sets forth how Macaw will notify the Clients of personal data

breaches. If no special arrangements have been made, Macaw will contact the Client's contact person in the usual way.

26.2 It shall be the responsibility of the Responsible for the Processing (the Client or its principal) to assess whether the Personal Data Breach notified by Macaw must be reported to the supervisory authority or the Data Subject(s). Notification of Personal Data Breaches shall at all times be the responsibility of the Data Controller (the Client or its principal). Macaw is not obliged to notify personal data breaches to the supervisory authority and / or the data subject(s), unless there are - at the time of the breach - legal regulations in force requiring Macaw to notify.

26.3 If necessary, Macaw will provide further information about the Personal Data Breach and extend its cooperation in providing the necessary information to the Client for the purpose of notifying the supervisory authority or the data subject(s).

26.4 Macaw may charge the Client for the reasonable costs it incurs in connection therewith based on Macaw's then-current price list.

Article 27 Confidentiality

27.1 Macaw guarantees that the persons who process personal data under its responsibility are bound to confidentiality.

27.2 Macaw is entitled to disclose personal data to third parties if and to the extent that this is necessary due to a court decision or a statutory provision, due to an official order, or if and to the extent that this is necessary for the proper performance of the contract.

Article 28 Obligations upon termination

28.1 In the event of termination of the Processing Agreement, Macaw shall delete all personal data in its possession and received from the Client within the contractually agreed period, so that the data can no longer be used or retrieved, or, if agreed, return the data to the Client in a machine-readable format.

28.2 Macaw may charge the Clients for all costs it incurs in connection with the provisions in the previous paragraph. Further agreements about this can be made in the contract.

28.3 The provisions in Article 28.1 shall not apply if a statutory regulation precludes the complete or partial deletion or return of the personal data by Macaw. In this case, Macaw will only continue to process the personal

data to the extent that this is necessary within the scope of its legal obligations. The provisions in Article 28.1 shall also not apply if Macaw is the Responsible for the processing of the Personal Data within the meaning of the GDPR.

Article 29 Data subjects' rights and audit rights

29.1 To the extent possible, Macaw will cooperate with reasonable requests from the Client relating to Data Subject Rights asserted by the Client's Data Subjects. If Macaw is approached directly by a Data Subject, it will, where possible, refer the Data Subject to the Client.

29.2 Upon the Client's request, Macaw shall provide all information reasonably necessary to demonstrate compliance with the agreements made in the Contract regarding the Processing of Personal Data. If the Client nevertheless has reason to believe that the Processing of Personal Data is not being carried out in accordance with the Agreement, the Client may, at its own expense and not more than once a year, have an audit carried out by an independent, certified external expert with proven experience in the type of Processing carried out under the Agreement. Macaw shall have the right to reject an expert if, in Macaw's opinion, the expert is prejudicial to its competitive position. The review shall be limited to compliance with the Personal Data Processing arrangements as set out in the Contract. The Expert shall be bound by confidentiality with respect to its findings and shall only disclose to the Client those findings that constitute a deficiency in Macaw's performance of its contractual obligations. The Expert will first provide Macaw with a copy of its draft report so that Macaw may provide the Expert with its opinion on the draft report. The expert will then provide Macaw with a final report. Macaw may reject an Expert, audit or instruction from the Expert if, in Macaw's opinion, such Expert, audit or instruction violates the GDPR or any other law or constitutes an unacceptable breach of Macaw's security measures.

29.3 If these audit measures require that the auditor (also) wants to be on site at Macaw's business premises, this visit must always be coordinated with Macaw. This coordination must take place at least 21 days before the intended date. Other arrangements can be agreed in the contract between the parties.

29.4 The Parties shall consult as soon as possible on the findings of the report. The Parties shall comply with the improvement measures proposed in the Report to the extent they can reasonably be expected to do so. Macaw shall implement the proposed improvement measures to the extent it considers appropriate, taking into account the processing risks associated with its product

or service, the state of the art, implementation costs, the market in which it operates and the intended use of the product or service.

29.5 Macaw has the right to charge the Clients for the costs it incurs in connection with the provisions in this article.

Article 30 Sub-processors

30.1 Macaw has indicated in the Contract whether and, if so, which third parties (sub-processors) Macaw will engage in the processing of Personal Data.

30.2 The Client grants Macaw permission to entrust other sub-processors with the performance of its obligations under the Agreement; in particular, those companies of the Macaw Group that are to be considered "affiliated companies" pursuant to Section 15 of the German Stock Corporation Act (AktG).

30.3 Macaw will inform the Clients about changes in the third parties working for Macaw. The Client has the right to object to such changes by Macaw as mentioned above.

Chapter 3 - Software as a Service (SaaS)

The provisions in this chapter "Software as a Service" apply in addition to the general provisions of these TOS when Macaw provides services under the name or in the scope of Software as a Service (SaaS). For the purposes of these TOS, SaaS means a service where Macaw provides functionality to the Client remotely over the Internet or other data network and maintains that availability remotely without providing the Client with a physical carrier or download containing the underlying software.

Article 31 Provision of SaaS

31.1 Macaw provides SaaS at the instruction of the Client. The Client may use the SaaS only for its own business or organization and only to the extent necessary for the use intended by Macaw. The Client may not allow third parties to use the SaaS provided by Macaw.

31.2 Macaw may change the content or scope of the SaaS Delivery Model. If such changes are material and result in a change to the procedures in place at the Client, Macaw will notify the Client as soon as possible. The cost of such change shall be borne by the Client. In such event, the Client may terminate the Agreement, which termination shall then be effective as of the date the change becomes effective, unless the change is related to changes in relevant laws or other directives of competent authorities, or Macaw bears the cost of such change.

31.3 Macaw may continue to provide the SaaS with a new or modified version of the underlying Software. Macaw is not obligated to maintain, modify or add any particular features or functionality of the Service specifically for the Client.

31.4 Macaw may temporarily disable all or part of the SaaS in order to perform preventive, corrective or adaptive maintenance or other forms of Service. Macaw will not permit the period during which the Service is out of service to be longer than necessary and will, where possible, ensure that such period is at times when the SaaS is generally least intensively used.

31.5 Macaw is never obliged to provide the Client with a physical data carrier or a download with the underlying Software.

31.6 In the absence of additional agreements, the Client shall carry out the further organization, parameterization and tuning of the SaaS, the conversion and upload of data and, if necessary, the

adaptation of the devices and operating environment used.

Article 32 Warranty

32.1 Macaw does not warrant that the SaaS will be free of errors and will operate without interruption. Macaw will use its best efforts to correct the errors in the Underlying Software referred to in this Article within a reasonable period of time, if and to the extent the Underlying Software was developed by Macaw itself and the Client has provided Macaw with a detailed, written description of the errors in question. In justified cases, Macaw may postpone bug fixing until a new version of the underlying software is put into operation. Macaw does not guarantee that bugs in the SaaS that it did not develop itself will be fixed. Macaw may apply temporary solutions or software workarounds or restrictions to avoid problems in the SaaS. If the SaaS was developed in whole or in part on behalf of the Client, Macaw may charge the Client for the cost of remediation in accordance with Macaw's standard rates. Macaw is never obligated to fix any errors other than those specified in this Article. In the event that Macaw agrees to perform activities to correct such other errors, Macaw shall be entitled to charge a separate fee therefor.

32.2 Based on the information provided by Macaw on measures to prevent and limit the impact of faults, errors and other failures in the SaaS, corruption or loss of data or other incidents, the Client will identify and list the risks to its organization and take additional measures as necessary. Macaw agrees, upon Client's request, to provide assistance with any additional actions to be taken by Client, within reason and upon such financial and other terms and conditions as may be determined by Macaw. Macaw is never obligated to restore damaged or lost data, except, if possible, to restore the last available backup copy of the data in question.

32.3 Macaw does not guarantee that the SaaS will be adapted to changes in the relevant laws and regulations in a timely manner.

Article 33 Commencement of service; payment

33.1 The SaaS to be provided by Macaw and, if applicable - if agreed - the corresponding support will start within a reasonable period after the conclusion of the contract. Unless otherwise agreed, the SaaS shall commence upon Macaw providing the means to access the SaaS provided by Macaw. The Client must

immediately ensure that it has the facilities required to use the SaaS after conclusion of the contract.

33.2 The Client shall owe the remuneration for the SaaS set forth in the Agreement. In the absence of an agreed payment schedule, all amounts relating to the SaaS provided by Macaw shall be payable in advance for each calendar month.

Article 34 Additional provisions

The following articles apply mutatis mutandis to SaaS: 35.3, 35.5, 35.8, 37.13 (except with respect to Article 41), 37.11, 49.4, 50.1, 50.2, 63.2 and 63.4, and 64.

In these Articles, the words "Software" shall be understood as "SaaS" and "Delivery" shall be understood as "Commencement of Service".

Chapter 4 - Software

The provisions in this chapter "Software" shall apply in addition to the general provisions of these General Terms and Conditions if Macaw provides Clients with Software, Apps, related data (bases) and / or user documentation (collectively referred to as "Software" in these General Terms and Conditions) for use other than on a SaaS basis.

Article 35 Right of use and restrictions on use

35.1 Macaw provides the Client with the agreed software for use for the duration of the contract on the basis of a license to use. The right to use the software is not exclusive and may not be transferred, pledged or sublicensed.

35.2 Macaw's obligation to transfer and the Client's right of use extend only to the object code of the Software. The Client's right of use does not extend to the source code of the Software. The source code of the Software and the technical documentation created during the development of the Software shall not be made available to the Client, even if the Client is willing to pay

a financial amount for the source code and the technical documentation.

35.3 The Client shall always strictly comply with the agreed restrictions on use of the Software, regardless of the nature and content of such restrictions.

35.4 If the Parties have agreed that the Software may be used only in connection with certain devices, in case of malfunction of such devices the Client shall be entitled to use the Software on other devices with the same qualifications during the time the original device remains defective.

35.5 Macaw may require that the Client not commence use of the Software until it has received one or more codes required for use from Macaw, Macaw's suppliers or the manufacturer of the Software.

35.6 The Client may use the Software only in and for its own company or organization and only to the extent necessary for the intended use. The Client may not use the Software for third parties, for example within the scope of Software as a Service (SaaS) or outsourcing.

35.7 The Client may never sell, rent, dispose of or grant or make available to third parties limited rights to the Software, the associated usage codes and the data carriers on which the Software is or will be recorded, for any purpose or under any title. The Client shall also not grant a third party remote (online) access to the Software or provide the Software to a third party for hosting, even if the third party in question uses the Software only for the Client.

35.8 Upon request, the Client shall promptly cooperate in any investigation of compliance by or on behalf of Macaw with the agreed restrictions on use. Upon Macaw's request, the Client will provide Macaw with access to its premises and systems. To the extent such information does not relate to the use of the Software itself, Macaw will keep confidential any confidential business information it obtains from the Client or at the Client's place of business in the course of an investigation.

35.9 The parties hold that the contract concluded between the parties, insofar as it has as its object the transfer of software for use, can never be regarded as a purchase contract.

35.10 Macaw is not obliged to maintain the Software and / or provide support to the Users and / or Administrators of the Software. Notwithstanding the foregoing, if Macaw is requested to perform maintenance and / or support with respect to the Software, Macaw may require that the Client enter into a separate written agreement for such purpose.

Article 36 Delivery and installation

36.1 Macaw shall, at its discretion, deliver the Software on the agreed data carrier or, if no agreements have been made in this respect, on a data carrier designated by Macaw, or shall make the Software available to the Client online.

Any agreed User Documentation shall be provided in printed or digital form in a language determined by Macaw, at Macaw's discretion.

36.2 Macaw will install the Software at the Client's place of business only if this has been agreed between the parties. If no agreements have been made in this regard, the Client itself will carry out the installation, organization, parameterization, tuning and, if necessary, modification of the devices and operating environment used.

Article 37 Acceptance / Acceptance

37.1 If the parties have not agreed on an acceptance test, the Client accepts the Software in the condition it is in upon delivery ("as is, where is"), i.e. with all visible and invisible errors and defects, without prejudice to Macaw's obligations as described in Article 41. In such case, the Software shall be deemed accepted by the Client upon delivery or, if installation by Macaw has been agreed in writing, upon completion of the installation.

37.2 The provisions of paragraphs 37.3 to 37.14 shall apply if an acceptance test has been agreed between the parties.

37.3 In these T&C, "Error" means a material failure of the Software to meet the functional or technical specifications of the Software as disclosed in writing by Macaw and, if the Software is in whole or in part Custom Software, to meet the functional or technical specifications agreed in writing. A defect shall only exist if it can be proven by the Clients and if it is reproducible. The Clients must report errors immediately. Any obligation of Macaw is limited to errors as defined in

these T&Cs. Macaw has no obligation with respect to any other errors in or to the Software.

37.4 If an acceptance test has been agreed, this shall consist of the execution by the Client of a collection of test cases compiled by the Client. This shall in any case include the following activities:

- (i) Installation of the Software on the computer system designated for acceptance prior to the acceptance test,
- (ii) Compiling the collection of test cases and recording the test inputs and test files in machine-readable format,
- (iii) Determination of the expected output in accordance with the expressly agreed technical and functional specifications; and
- (iv) Interpretation and analysis of the acceptance test results.

37.5 If an acceptance test has been agreed, the test period shall be ten working days after delivery or, if an installation by Macaw has been agreed in writing, ten working days after completion of the installation. The Client may not use the Software for production or operational purposes during the test period. The Client will perform the agreed acceptance test with qualified personnel and with sufficient scope and depth. Macaw will provide the Client's requested support for the Acceptance Test to the best of its ability, subject to payment of the agreed hourly rate or, in the absence of an agreed hourly rate, the customary hourly rate. If during the performance of the acceptance test it turns out that the progress of the acceptance test is hindered by an improper functioning of the software, the client shall inform Macaw about this in detail and in writing with a clear and sufficient indication of the problem. In this case, the Acceptance Test will be interrupted until Macaw has modified the Software in such a way that the impediment is removed, whereupon the Acceptance Test will be resumed immediately.

37.6 If an acceptance test has been agreed, the Client must check whether the delivered Software complies with the functional or technical specifications announced by Macaw in writing and, if and to the extent that the Software is wholly or partly Client-specific

software, complies with the functional or technical specifications agreed in writing.

37.7 If data is used in the audit on behalf of the Client, the Client shall ensure that the use of such data is permitted for this purpose.

37.8 The Software shall be deemed accepted by the Parties:

- a) if the parties have agreed on an acceptance test: on the first day after the test period;
- (b) or if Macaw receives a Test Report in accordance with Article 37.8 before the end of the Test Period: at the time when the Defects referred to in that Test Report have been corrected, notwithstanding the existence of Defects which do not prevent Acceptance in accordance with Article 37.9;
- c) or if the Client uses the Software in any way for production or operational purposes: at the time such use occurs;
- d) or if changes have been made to the software, its source code, its configuration or any of its other components by the Client or at the Client's instruction.

37.9 If, during the performance of the agreed acceptance test, the Software is found to contain errors, the Client shall notify Macaw in writing of the test results in a clear, detailed and comprehensible form no later than on the last day of the test period. Macaw will use its best efforts to correct said errors within a reasonable period of time. Macaw is entitled to install interim solutions, software workarounds or problem-avoiding restrictions in this context.

37.10 The Client may not refuse acceptance of the Software for reasons unrelated to the specifications agreed in writing between the parties, nor may the Client refuse acceptance of the Software due to the presence of minor errors, being errors that do not reasonably prevent the operational or productive use of the Software, without prejudice to Macaw's obligation to remedy such minor errors under the warranty scheme referred to in Article 41. In addition, acceptance may not be refused on the basis of aspects of the Software that can only be subjectively assessed, such as aesthetic aspects of the User Interfaces.

37.11 After acceptance, Macaw may require the Client to sign an "Acceptance Protocol" in a format to be determined by Macaw.

37.12 If the Software is delivered and tested in phases and / or parts, failure to accept a particular phase and /

or part shall not affect acceptance of any earlier phase and / or part.

37.13 Acceptance of the Software in any of the ways referred to in this Article shall release Macaw from its obligations regarding the provision and delivery of the Software and, if installation of the Software by Macaw has also been agreed, from its obligations regarding installation.

37.14 Acceptance of the Software shall be without prejudice to the Client's rights under Article 37.10 regarding minor defects and Article 41 regarding warranty.

37.15 If the Client interferes with the website, databases, software or other products after acceptance or influences their operability through his own actions, including in the form of restoring a backup with an outdated version, Macaw shall not be liable. The restoration of the operability is to be remunerated separately to Macaw.

Article 38 Availability

38.1 Macaw shall provide the Software within a reasonable period of time after the conclusion of the Contract.

38.2 Upon termination of the Agreement, the Client will immediately return to Macaw all copies of the Software in its possession. If it has been agreed that the Client must destroy the relevant copies at the end of the Contract, the Client will immediately notify Macaw in writing of the destruction of the copies. Upon or after termination of the Agreement, Macaw shall not be obligated to assist with any data conversion requested by the Client.

Article 39 Payment for the right of use

The Client must pay the amount owed for the right of use at the agreed times or if no time has been agreed:

- a) if the parties have not agreed that Macaw shall install the Software;
- b) when the software is delivered;
- c) or, in the case of periodic payments owed for the right of use, upon delivery of the Software and

subsequently at the beginning of each new term of the right of use;

d) if the parties have agreed that Macaw shall install the Software;

e) after completion of the installation or;

f) in the case of periodic payments due for the right of use, when the installation is completed and subsequently at the beginning of each new period of right of use.

Article 40 Changes in the Software

Subject to mandatory legal exceptions, the Client may not modify the Software, in whole or in part, without the prior written permission of Macaw. Macaw is entitled to refuse such permission or to attach conditions to it. The Client bears the entire risk of all modifications made by the Client or made by third parties at the Client's direction, whether or not with the consent of Macaw.

Article 41 Warranty

41.1 Macaw shall use its best endeavors to remedy defects within the meaning of Article 37.3 within a reasonable period of time if such defects are notified to Macaw in writing and in detail within a period of three months after delivery or, if acceptance has been agreed, within three months after acceptance.

Macaw does not warrant that the Software is fit for its actual use and / or intended use. Macaw also does not guarantee that the software will work without interruption and / or that all bugs will always be fixed. Bug fixes will be made free of charge, unless the software was developed on behalf of the Client at other than a fixed price. In this case, Macaw will charge for the cost of bug fixes according to their usual rates.

41.2 Macaw may charge the cost of error correction according to its usual rates if this work is necessary due to errors of the User or improper use on the part of the Client or due to causes not attributable to Macaw. The obligation to correct errors does not apply if the Client makes or causes to be made changes to the Software without Macaw's written consent.

41.3 Troubleshooting shall be performed at a location and in a manner determined by Macaw. Macaw is entitled to apply temporary solutions or software

workarounds or problem-avoiding restrictions in the Software.

41.4 Macaw is never obliged to restore damaged or lost data.

41.5 Macaw shall have no obligations of any kind or nature whatsoever in respect of any Defects reported after the expiry of the warranty period referred to in Article 41.1.

Chapter 5 - Development platforms and software solutions

The provisions in this chapter "Development of Software and Websites" apply in addition to the general provisions of these General Terms and Conditions when Macaw designs and / or develops software as described in chapter 4 and / or websites for the Client and, if applicable, installs the software and / or websites.

Article 42 Specifications and development of software and / or websites

42.1 Development is always carried out on the basis of an order contract. If Macaw has not already been provided with a specification or a draft of the software and / or website to be developed prior to the conclusion of the contract or if it is not provided upon conclusion of the contract, the parties shall determine in writing by agreement which software and / or website is to be developed and in which way the development is to be carried out.

42.2 Macaw shall develop the Software and / or the Website with due care in accordance with the expressly agreed specifications or design and, if applicable, taking into account the project organization, methods, techniques and / or procedures agreed with the Client in writing. Macaw may require that the Client agree to the specifications or design in writing prior to commencement of development work.

42.3 In the absence of specific agreements, Macaw shall commence the design and / or development work within such period after the conclusion of the contract as it deems appropriate.

42.4 Upon request, the Client shall enable Macaw to perform work outside the usual working days and hours at the Client's office or location.

42.5 Macaw's performance obligations in relation to the development of a website do not include the provision of a content management system.

42.6 If the Parties agree that Macaw will provide training, maintenance and / or support in addition to development and / or that Macaw will also apply for a domain name, Macaw may require the Client to enter into a separate written agreement for this purpose. Macaw will charge for this work according to its usual rates.

42.7 If, pursuant to the Contract, Macaw provides services to the Client in relation to a domain name, such as the application, renewal, sale or transfer thereof to a third party, the Client shall comply with the rules and operation of the relevant body or bodies if expressly agreed by separate written contract or by order confirmation, Macaw shall arrange for the exclusively technical registration of Internet domains in the name of, on behalf of and for the account of the Client with the relevant registries. Macaw expressly assumes no responsibility for the correctness and timeliness of the provision of the services or the achievement of the results intended by the Client. The Client shall pay all costs associated with the application and/or registration in accordance with the agreed rates or, if no rates have been agreed, in accordance with Macaw's standard rates. Macaw does not guarantee that any domain name requested by the Client will be granted to the Client.

Article 43 Agile software/website development

43.1 If the parties use an iterative development method (e.g. Scrum), the parties accept:

- (i) that the work will not be performed at the outset on the basis of complete or fully detailed specifications; and
- (ii) that specifications, agreed or not at the beginning of the work, may be modified during the execution of the contract, in consultation and in

compliance with the project approach that is part of the development method concerned.

43.2 Prior to the commencement of the performance of the Contract, the Parties shall establish one or more teams consisting of representatives of both the Client and Macaw. The team(s) shall ensure that lines of communication remain short and direct and that regular consultations take place. The parties shall provide the capacity (FTE) of team members as agreed by them respectively in the roles and with the knowledge, experience and decision-making authority required to perform the contract. The parties accept that the agreed capacity is the minimum required for the success of the project. Once key personnel have been assigned, the parties shall endeavor to keep such persons available to the extent possible until the end of the project, unless circumstances beyond the control of the party concerned arise. During the performance of the Contract, the parties shall make decisions by agreement as to the specifications to apply in the subsequent phase of the Project (e.g., a Timebox) and/or in the subsequent, constituent development process. Client accepts the risk that the Software and / or Website may not necessarily meet all specifications stated by Client or agreed upon between the parties. The Client shall ensure that relevant Users permanently and actively contribute and participate, including in testing and (further) decision making, and that the contributions and cooperation of these Users are supported by the Client's organization. The Client guarantees the expeditiousness with respect to the progress-related decisions to be made by the Client during the execution of the Contract. If the Client fails to make clear progress-related decisions in a timely manner in accordance with the project approach that is part of the relevant development methodology, Macaw shall be entitled, but not obligated, to make such decisions as it deems appropriate.

43.3 If the parties agree on one or more test dates, the tests shall be performed only on the basis of objective, measurable criteria agreed in advance (e.g. compliance with the development standards). Errors or other defects will be corrected only if the Responsible Team so decides. In this case, the correction is performed in a subsequent iteration. If it turns out that another iteration is required, the cost will be borne by the Client.

Macaw is not obliged to fix bugs or other defects after the last development phase.

Article 44 Delivery, installation and acceptance

44.1 The provisions of Article 36 on delivery and installation shall apply mutatis mutandis.

44.2 Unless Macaw is contractually obligated, host the Software and / or the Website on its own computer system for the Clients, Macaw shall deliver the Software and / or the Website to the Client on a data carrier and in a format specified by Macaw or shall make the Software and / or the Website available to the Client online.

44.3 The provisions of Article 37 of these GTC on acceptance shall apply mutatis mutandis.

44.4 The provisions of Articles 37.1 and 37.2, Articles 37.4 to 37.9, Article 37.12, Article 41.1 and Article 41.5 shall not apply if the parties use a development method as defined in Article 43. The Client accepts the Software and / or the Website in the state in which it is at the end of the last development phase ("as is, where is").

Article 45 Right to use

45.1 Macaw provides the Client with the software and / or website developed on behalf of the Client as well as the associated developed user documentation for use.

45.2 The source code of the Software and the technical documentation created during the development of the Software shall only be made available to the Client if this has been agreed in writing.

45.3 Macaw is not obliged to provide the support software and program or data libraries necessary for the use and / or maintenance of the Software and / or the Website.

45.4 The provisions of Article 35 on rights of use and restrictions on use shall apply mutatis mutandis.

45.5 Notwithstanding Article 45.4, the use of the software and/or website provided and paid for by the Client is not subject to any restrictions only if the content of the written agreement expressly states that all design and development costs of the software

developed by Macaw specifically for the Client are to be borne entirely and exclusively by the Client.

Article 46 Payment

46.1 In the absence of an agreed payment schedule, all amounts relating to the design and development of software and / or websites shall be paid each calendar month in arrears.

46.2 The price for the development work also includes the fee for the right to use the software and / or the website for the duration of the contract.

46.3 The payment for the development of the Software and / or the Website does not include the payment for support software and program and data libraries as well as any installation services and any modification and / or maintenance of the Software and / or the Website requested by the Client. The payment does not include the provision of support for users of the Software.

Article 47 Warranty

47.1 The provisions of Article 41 concerning the guarantee shall apply mutatis mutandis.

47.2 Macaw does not guarantee that the Software and / or Website developed by Macaw will work properly with all types or new versions of web browsers and any other software and / or Website, unless this has been expressly agreed and described in the Project Description or the Statement of Requirements. Macaw also does not guarantee that the Software and / or Website will work properly with all types of devices, except for those explicitly agreed and described in the Project Description or the Statement of Requirements. Software in this context also includes APIs (Application Programming Interfaces) and plug-ins.

47.3 Macaw warrants that the browser versions shall be taken into account which are generally regarded as so-called "Major Browsers" at the time of the handover of the Software and which achieved a percentage market share of more than 4.99% in Germany up to two years back with reference to the aforementioned point in time. The recording of the percentage share is defined in each case on the basis of the statistical survey on: <https://gs.statcounter.com/browser-market-share/all/germany/>.

Special optimizations for obsolete browsers without active support (e.g. IE6: 8 years) or browsers with a very low market share of less than 5% can be ordered additionally.

Chapter 6 - Software Maintenance and Support

The provisions in this chapter "Software Maintenance and Support" apply in addition to the general provisions of these General Terms and Conditions when Macaw provides services in the area of software maintenance and support in the use of this software.

Article 48 Maintenance services

48.1 If agreed, Macaw shall perform maintenance work in respect of the Software referred to in the Agreement. The maintenance obligation includes the correction of errors in the Software as referred to in Article 37.3 and, exclusively if agreed in writing, the provision of new versions of the Software as referred to in Article 49.

48.2 The Client must report any errors discovered in the Software in detail. Upon receipt of the report, Macaw shall use its best efforts to correct the errors and/or implement improvements in subsequent, new versions of the Software in accordance with its usual procedures. Depending on the urgency and Macaw's version and release policy, the results will be made available to the Client in a manner and within a time period determined by Macaw. Macaw may apply temporary solutions or software workarounds or problem-avoiding restrictions in the Software. Clients must install, organize, parameterize and adjust the corrected software or the new version of the provided software themselves and, if necessary, adjust the equipment and operating environment used. Macaw is never obliged to correct any errors other than those mentioned in this article. In case Macaw is willing to perform activities to fix such other errors, Macaw is entitled to charge a separate fee for it.

48.3 The provisions of Articles 41.3 and 41.4 shall apply mutatis mutandis.

48.4 If Macaw performs maintenance work online, the Client shall immediately ensure that a proper and sufficiently secured infrastructure and network facilities are in place.

48.5 The Client shall provide such cooperation as may be required by Macaw as part of the maintenance, including temporarily discontinuing use of the Software and making a backup copy of all data.

48.6 If the Maintenance Work relates to software not supplied to the Client by Macaw, the Client shall, if Macaw deems it necessary or desirable for the Maintenance Work, provide the source code and technical (development) documentation of the software, including data models, drafts, change logs and the like. The Client warrants that it is entitled to

provide the aforementioned items. The Client grants Macaw the right to use and modify the Software, including the source code and technical (development) documentation, within the scope of performing the agreed maintenance work.

Article 49 New versions of software

49.1 Maintenance includes the provision of new versions of the Software only if and to the extent agreed in writing. If Maintenance includes the provision of new versions of the Software, these shall be provided at Macaw's discretion.

49.2 Three months after an improved version has been made available, Macaw is no longer obliged to fix errors in the previous version and to provide support and / or maintenance work in relation to a previous version. The Client is aware that the use of a version of the Software other than the latest version may involve risks, including risks related to information security. Macaw shall in no case be liable for the realization of the risks in question.

49.3 Macaw may require that the Client enter into another written agreement with Macaw for a version with new functionality and that another payment be made for that version. Macaw may incorporate functionality from a previous version of the Software in an unmodified form but does not guarantee that each new version will contain the same functionality as the previous version. Macaw is not obligated to maintain, modify or add any particular features or functionality of the Software specifically for Clients.

49.4 Macaw may require the Client to change its system (devices, web browsers, software and the like) if this is necessary for the proper functioning of a new version of the Software.

Article 50 Support services

50.1 If the Services provided by Macaw under the Contract include the provision of support to Users and / or Administrators of the Software, Macaw will provide advice by telephone or email on the use and operation of the Software referred to in the Contract. The Client will describe reports within the scope of the support as comprehensively and in as much detail as possible to enable Macaw to respond appropriately. Macaw may impose conditions regarding the type of reporting, qualifications, and number of individuals eligible to provide support. Macaw will process properly reasoned requests for Support within a reasonable time in accordance with its normal procedures. Macaw does

not guarantee the accuracy, completeness, or timeliness of responses or support provided. Support services are provided on business days during Macaw's normal business hours.

50.2 If the Services provided by Macaw under the Contract include the provision of on-call services, Macaw shall ensure that one or more employees are available on the days and at the times specified in the Contract. In such event, the Client shall be entitled to call upon the assistance of the on-call staff in the event of any serious malfunction, error or other serious failure in the operation of the Software as a matter of urgency. Macaw does not guarantee that these problems will be resolved quickly.

50.3 Maintenance and other agreed services within the meaning of this Chapter shall be performed as of the date of conclusion of the Contract, unless the Parties have agreed otherwise in writing.

Article 51 Payment

51.1 In the absence of an expressly agreed payment schedule, all amounts relating to the maintenance of the Software and the other services referred to in this Chapter and specified in the Agreement shall be paid in advance each calendar month.

51.2 The amounts for Maintenance of the Software and the other Services specified in this Chapter and set forth in the Agreement shall be due from the date of commencement of the Agreement. Payment for Maintenance and other Services is due whether or not the Client uses the Software or exercises the option for Maintenance or Support.

Chapter 7 - Consultation and support

The provisions in this chapter "Consulting" apply in addition to the general provisions of these GTC when Macaw provides consulting services that are not performed under the direction and supervision of the Client.

Article 52 Provision of consulting and advisory services

52.1 Macaw provides the Consulting and Support Services completely independently, at its own discretion and not under the supervision or instruction of the Clients.

52.2 Macaw is not bound by an order lead time, as the lead time of an order in the field of consulting depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties.

52.3 Macaw's Services shall be provided only on its normal working days and during its normal business hours.

52.4 The use by the Client of any advice and/or consultancy report provided by Macaw shall always be at the Client's risk. The burden of proving that the consultancy services or the manner in which they are provided do not comply with what has been agreed in writing or can be expected from a competent, reasonably acting provider lies solely with the Client, without prejudice to Macaw's right to prove the contrary by any means.

52.5 Without Macaw's prior written consent, the Client shall not disclose Macaw's operation, methods and techniques and / or the content of Macaw's advice or reports to any third party. The Client shall not disclose Macaw's advice or reports to any third party or otherwise make Macaw's advice or reports public.

Article 53 Reporting

53.1 Macaw will keep the Client regularly informed of the performance of the Work in the manner agreed in writing. The Client shall inform Macaw in writing in advance of circumstances that are or may be of importance to Macaw, such as the nature of the coverage, the issues to be addressed, the Client's prioritization, the availability of the Client's resources and personnel, and any special facts or circumstances of which Macaw may not be aware.

53.2 The Client shall ensure that the information provided by Macaw is disseminated and noted within the Client's organization and that it is evaluated in part based on such review and shall inform Macaw of such review and evaluation.

Article 54 Payment

In the absence of an expressly agreed payment schedule, all amounts relating to services provided by Macaw under this chapter shall be payable in arrears on a calendar month basis.

Chapter 8 - Secondment Services

- not applicable -

Article 55 to 59

- intentionally released -

Chapter 9 - Education and training

The provisions in this chapter "Education and Training" apply in addition to the general provisions of these General Terms and Conditions when Macaw provides services in the field of education and training, courses, workshops, seminars and the like (hereinafter referred to as "training") under whatever name and in whatever manner (for example, in electronic form).

Article 60 Registration and cancellation

60.1 A training course must be registered in writing. The registration is binding after its confirmation by Macaw.

60.2 The Client is responsible for the selection and suitability of the course for the Clients. Lack of prior knowledge of a Participant does not affect the Client's obligations under the Agreement. The Client may substitute another Participant for a Course Participant with the prior written consent of Macaw.

60.3 If, in the opinion of Macaw, the number of registrations is a reason for this, Macaw is entitled to cancel the training course, combine it with one or more training courses or offer it at a later date. Macaw reserves the right to change the location of the training course. Macaw is entitled to change the training course in terms of organization and content.

60.4 The consequences of cancellation of participation in a training course by the Client or the Participants are governed by Macaw's usual rules. Cancellation must always be made in writing before the training course or the relevant part of the training course. Cancellation or non-participation shall not affect the Client's obligations under the Agreement.

Article 61 Implementation of training courses

61.1 The Client accepts that Macaw determines the content and depth of the Training Course.

61.2 The Client shall inform the Participants about the contractual obligations and the rules of conduct and other rules prescribed by Macaw for participation in the Training and shall ensure compliance with these obligations and rules.

61.3 If Macaw uses its own equipment or software to provide the Training Course, it does not warrant that such equipment or software will be error-free and

operate without interruption. If Macaw provides the Training Course at the Client's location, the Client shall ensure the availability of a suitable training room and properly functioning equipment and software. If the Client's facilities are not adequate and therefore the quality of the training course cannot be guaranteed, Macaw may suspend the course, shorten or terminate the course.

61.4 The performance of an examination or test is not part of the contract.

61.5 The Client shall owe separate remuneration for the documents, training materials or training aids provided or produced for the training. The above provision shall also apply to any training certificates or copies of such certificates.

61.6 If the training is offered on the basis of e-learning, the provisions of Chapter 3 "Software as a Service (SaaS)" shall apply mutatis mutandis as far as possible.

Article 62 Price and payment

62.1 Macaw may require the Client to pay the amounts owed before the start of the training course. Macaw may exclude Participants from the Training Course if the Client fails to ensure timely payment, without prejudice to any other rights of Macaw.

62.2 If Macaw has conducted preliminary research for a training plan or training consultation, the associated costs may be charged separately.

62.3 Unless Macaw has expressly stated that the training course is exempt from VAT within the meaning of 4 No 21 et seq. of the Value Added Tax Act, the Client shall also owe VAT on the payment. Macaw is entitled to adjust its prices after the conclusion of the contract if the VAT regime for trainings introduced according to or based on the law changes.

Chapter 10 - Hosting, Housing & Domain Services

The provisions in this chapter "Hosting" apply in addition to the general provisions of these General Terms and Conditions when Macaw, under whatever name, provides hosting and related services.

Article 63 Hosting Services

63.1 Macaw provides the Hosting Services agreed with the Clients.

63.2 If the subject matter of the contract is the provision of storage space for devices, the Client shall not exceed the agreed storage space unless the Agreement expressly provides for the consequences of such action. The Contract shall not include the provision of storage space on a server specifically reserved for the Client unless expressly agreed in writing. The use of the storage space, data traffic and other loads on the systems and infrastructure shall be limited to the maximum values agreed between the parties. Data traffic not used by the Client during a certain period may not be carried over to a subsequent period. If the agreed maximum values are exceeded, Macaw will charge an additional amount according to the usual tariffs.

63.3 The Client is responsible for the administration, including the verification of the settings, and the use of the Hosting Service and the way in which the results of the Service are used. In the absence of specific agreements in this regard, the Client itself must install, organize, parameterize and set the necessary software and support software and, if necessary, modify the Devices, other software and support software and the operating environment used in this regard and establish the interoperability it requires. Macaw is not obligated to perform any data conversion.

63.4 The subject matter of the contract shall include the performance or provision of security, backup, emergency and recovery services only if and to the extent this has been agreed in writing.

63.5 Macaw may temporarily disable all or part of the Hosting Service for preventive, corrective or adaptive maintenance. Macaw will not allow the period during which the Service is out of service to be longer than necessary and will, where possible, arrange for such period to be outside Business Hours and, depending on

the circumstances, will arrange for such period to commence after consultation with the Client.

63.6 If, pursuant to the Agreement, Macaw provides services to the Client in relation to a Domain Name, such as the application for, renewal of, sale or transfer of the same to a third party, the Client shall comply with the rules and operation of the relevant entity or entities. Upon request, Macaw will provide the Client with a written copy of these rules. Macaw expressly disclaims any responsibility for the accuracy and timeliness of the provision of the Services or the achievement of the Client's intended results. The Client shall pay all costs associated with the application and/or registration in accordance with the agreed upon rates or, if no rates have been agreed upon, in accordance with Macaw's standard rates. Macaw does not guarantee that any domain name requested by the Client will be granted to the Client.

Article 64 Notice and takedown

64.1 The Client shall always behave diligently and lawfully towards third parties, in particular by respecting the intellectual property rights and other rights of third parties as well as the privacy of third parties, refraining from disseminating information in an unlawful manner, granting unauthorized access to systems and disseminating viruses or other harmful programs or data, and refraining from criminal acts and violations of other legal obligations.

64.2 In order to avoid liability to third parties or to limit its consequences, Macaw is entitled at any time to take measures in relation to an act or omission of the Client or at the Client's risk. Upon written request by Macaw, the Client shall immediately delete any data and/or information from Macaw's systems. If the Client fails to do so, Macaw shall be entitled, at its sole discretion, to delete the data and / or information itself or to make access to the data and / or information impossible. In addition, in the event of a breach or threatened breach of the provisions of Article 64.1, Macaw is entitled to deny the Client access to Macaw's systems with immediate effect and without prior notice. This is without prejudice to any other action or exercise of other legal and contractual rights by Macaw against the Client. In this case, Macaw is also entitled to terminate the contract with immediate effect without being liable to the Client.

64.3 Macaw cannot be expected to form an opinion on the merits of any third party claim or the Client's defense, or to become involved in any way in a dispute between a third party and the Client. The Client will deal with the third party concerned in this matter and inform

Macaw in writing. The information provided in this regard must be supported by appropriate evidence.

Article 64a Domain Reservation, Domain Name Selection, Customer's Duty of Examination

64a.1 The Customer shall be solely responsible for selecting the domain names and checking them with regard to competition law. The Customer is advised to carry out an examination of the domains selected by it with regard to any third-party property rights.

64a.2 If a domain has to be abandoned or changed due to an infringement of property rights or for other reasons, the Macaw shall be liable for its own fault only in case of intent and gross negligence.

64a.3 Liability for slight negligence is excluded.

64a.4 Any activity of Macaw that becomes necessary due to changes of the domains chosen by the Customer shall be subject to separate remuneration.

Chapter 11 - Web design and software visualization

The provisions in this chapter "Web Design and Software Visualization " apply in addition to the general provisions of these General Terms and Conditions when Macaw, under whatever name, provides design and related services.

Article 65 Provision of visualization services

65.1 The subject matter of these Design Services shall be the development of a concept for a website or software representations and their creation in accordance with the list of services and duties agreed upon in each case.

65.2 Macaw supports all major browser versions up to 5 years back and from a market share of 5% at the current time. The recording of the percentage share is defined in each case on the basis of the statistical survey on: <https://gs.statcounter.com/browser-market-share/all/germany/>.

65.3 Special optimizations for obsolete browsers without active support or browsers with a very low market share of less than 5% can be ordered additionally.

65.4 In the absence of a special agreement, the placement of the website on the Internet on its own or a third-party server and the provision of corresponding Internet addresses (domains) shall not be included in the web design service.

Article 66 Design drafts

66.1 All rights to designs that have been presented or handed over to the client in the context of the contract initiation remain, beyond the foregoing, unrestricted with Macaw.

66.2 If the order is not placed, all drafts shall be surrendered to Macaw or destroyed upon request.

66.3 Any other use of the designs in whole, in part or in modified form is prohibited to the Client. Express reference is made to §§ 6 ff of the Copyright Act.

66.1 The subject matter of these Design Services shall be the development of a concept for a website or software representations and their creation in accordance with the list of services and duties agreed upon in each case.

Chapter 12 -

Intentionally released.

Chapter 13 - Final provisions

German law is exclusively applicable for all contracts.

If, in the course of or after completion of an order, a dispute arises regarding the commissioned project, an out-of-court mediation procedure must be followed before legal proceedings are initiated. In the event of disputes concerning quality assessment or the amount of fees, external expert opinions are prepared by a neutral expert to be appointed by the Chamber of Industry and Commerce at the place of performance in order to reach an out-of-court settlement if possible. The costs for this are shared by the clients and the agency.

If the customer is a registered trader, Wuppertal is agreed as the place of jurisdiction for all disputes arising from the business relationship with Macaw GmbH.

Should any provision of these GTC be invalid in whole or in part or lose its legal validity at a later date, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, another appropriate provision shall apply by way of contract adjustment, which economically comes closest to what the contracting parties would have wanted if they had been aware of the invalidity of the provision.

Place of performance and jurisdiction for all disputes in connection with the contractual relationship is the place where the Macaw company is located, which is the contractual partner of the client. German law is exclusively applicable; the application of international sales law is excluded.

The General Terms and Conditions of Macaw Germany acknowledged:

Date

Client company name

_ Client representative First name, last name, function