General Terms and Conditions ("GTC"), Version October 2016
of Toedt, Dr. Selk & Coll. GmbH
for the Use of dailypoint Marketing Software

Part 1: Subject-Matter, Fees and Term

1.   Subject-Matter

1.1   The specific services to be provided by the CN are exhaustively contained in the contract form and the referenced annexes.

1.2   In case of a separate individual order, the following additional services in the following areas may be included in the subject-matter; in this case, these GTC are the contractual framework: marketing consulting such as e.g. the analysis of data of P, processing of data of P in accordance with its individual instructions etc.

2.   Fees

2.1   All fees are net fees payable plus statutory VAT.

2.2   In case of default, statutory default interest in the amount of currently 8 percentage points above the respective base interest rate is charged.

2.3   Bank fees, if any, are borne by P. These are compiled by the CN and separately invoiced to P.

2.4   The CN may reasonably increase the agreed fees for the contractual services in order to compensate cost increases for staff or for other costs. The CN will announce such an increase to P in advance in writing or via email. Fee increases do not apply to periods for which P has already made payments. If the fee increase amounts to more than 7% of the previous fees, P may terminate the entire contract by providing 4 weeks prior notice to the end of the quarter; if P exercises this termination right, the former (non-increased) fees are charged until the termination takes effect. The CN will inform P about this termination right with each announcement of a fee increase. An increase of the fees within 12 months after formation of the contract is not permitted. The fee increase is based on the rate of inflation determined by the German Federal Statistical Office (Statistisches Bundesamt) and may not exceed this value by more than double.

3.   Term and Termination

3.1.   The contractual relationship takes effect upon signing of the contract form by both parties and has an initial term of 24 full calendar months.

3.2   Both parties may terminate this contract by providing advance notice of 4 weeks to the end of the month at the end of the term. If neither party terminates, the contractual term is extended by one additional year, respectively.

3.3   The right of either party to terminate the contract extraordinarily for important cause remains unaffected. The CN may in particular terminate the contract with immediate effect if P fails to comply with the provisions contained in Section 5 (Rights of Use) or Section 8 (Customer's Duties). P may in particular terminate the contract with immediate effect if the CN fails to comply with the data protection-related duties in Section 18.

3.4   Any termination must be in written form and does not exclude the assertion of damage compensation claims.

Part 2: Application Service Providing (ASP)/ Hosting

4.   Scope of the ASP Services

4.1.   The scope of the functionalities of the contractual software provided to P by the CN for use via the internet (such use subject to a fee) is exhaustively set forth in the contract form plus its annexes and subsequent amendments, if any.

4.2   The CN shall keep the contractual software available for retrieval by P via the internet, subject to the warranted availability pursuant to Section 7 of these GTC. To this end, the CN has stored the contractual software on a server which P can access via the internet and use the software. The contractual software is only installed on the servers of the CN and/or its partner companies, the operation / use of the contractual software via internet by P is exclusively made via Microsoft Internet Explorer (at least Version 4.1), using applets where appropriate and partly via the Microsoft program "Remote Desktop".

4.3   In addition, the CN shall provide P with the documentation in English language and with the manuals for the contractual software in English language within 4 weeks after signing of the contract form. Any functions added after formation of the contract, e.g. within the scope of updates, are only described in the online help which P may access via internet.

5.   Use of the ASP Software

5.1   P may use the contractual software solely for its own purposes and for processing data. To the extent required for use of the contractual software via internet, P is granted a non-exclusive, non-transferrable, temporary right to use the software in accordance with the provisions of these GTC for the term of the contract.

   P is not authorized to copy, disseminate, edit or otherwise modify the contractual software on its own computers or on computers of third parties; this excludes copies of the contractual software which are generated due to proper use (e.g. copies of parts of the contractual software in the main memory of P´s computer systems which are generated during use).

5.2   P´s right of use is limited to the number of users set forth in the contract form. Users are individuals which P authorized to use the contractual software by specifically naming or otherwise designating them (e.g. by issuing a password or another user ID); in this context, it is irrelevant whether these individuals actually use the contractual software.

P is authorized to replace individual or multiple users at any time. Additional users may be added at any time. The fees are based on the payment and fee schedule referenced in the contract form.

5.3. The CN will provide P with a login name and a password for use of the contractual software via the internet.

5.4 The CN is authorized to temporarily suspend access to certain data if there is sufficient indication of illegal contents, due to investigations of governmental authorities or a warning of the alleged injured party, unless the warning is obviously unsubstantiated. To the extent technically possible and reasonable, the blockage is to be limited to the allegedly infringing contents. P shall be informed about the blockage immediately; such information must contain the reasons for the blockage. Further, P shall be requested to remove the allegedly unlawful contents or to explain and, where appropriate, prove their lawfulness. The blockage shall be lifted as soon as the suspicion is invalidated or the CN had the possibility to terminate the contract extraordinarily due to P´s behavior.

6. Scope of the Hosting Services

6.1 The CN shall provide to P unlimited storage space on a server for the data or web forms related to the contractual software.

6.2 Every 24 hours, a backup copy is made of the data stored by P on the storage space provided by the CN. A complete backup of all data on the server (including the system files) is made every 7 days.

6.3 Data deleted by P is lost. To the extent the CN still retains a copy pursuant to the preceding paragraph, it is possible to retrieve the data in accordance with the payment and fee schedule attached to the contract form. There is no legally enforceable right to this service.

6.4 P shall initially store its data in the contractual software unless this task has been assumed by the CN explicitly by way of an individual order. P is further obligated to care for the data stored by it, in particular in such a way that the data is correct, complete and up to date and does not infringe any rights or laws of any type whatsoever. In particular, the content may not infringe third party rights; insulting, obscene, racist or inflammatory contents are prohibited and the contents may not infringe moral or privacy rights of third parties.

7. Availability and Maintenance

7.1 The CN ensures an availability of 98% on annual average for the functionalities of the contractual software and for the availability of the data hosted by the CN. This availability is measured at the interface between the CN and the internet as from the completed acceptance of the set-up services pursuant to Section 14. In calculating the average availability in percent, the amount will be rounded to one decimal point in accordance with commercial principles. Upon request of P, the CN will provide a report about the availabilities to the former at the end of a business year.

7.2. Availability (AV) is defined as the ratio of actual time (AT) and target time (TT) for a business year (as from acceptance of the contractual software by P pursuant to Section 14) and is expressed as percentage rate: $AV(\%) = (AT / TT) * 100$

7.3 The actual time (AT) is the period when the productive system is actually available to P during the usage times at the interface to the internet.
The target time (TT) is the time which remains after deduction of the periods which result from an interruption due to one or more of the following reasons:

- interruption due to force majeure or other reasons not attributable to the CN. This includes e.g. the interruption due to a "hacker attack" (unauthorized external access to the system) despite use of security measures;
- interruption which is caused by requirements of P or otherwise because of P;
- interruption due to maintenance windows pursuant to the following paragraph;
- interruption due to failure of P to fulfil cooperation duties, or delays of P in doing so;

7.4 The period between 17:00 hours and 8:00 hours is agreed as maintenance window; the exact time and duration of the maintenance works should generally be coordinated by the CN with P 2 days in advance. If the maintenance is to take place at a time outside of the maintenance window, it must be coordinated with P in advance. Maintenance outside of the maintenance window must be taken into account for purposes of the Actual Time.
Among other things, offline backups, maintenance and repair works, release changes, put level updates, reorganizations or recovery measures take place within the maintenance period. To the extent possible, the CN makes an effort to undertake all works on the systems without affecting operations.

8. Duties of P within the Scope of the ASP and Hosting Services

8.1 P shall immediately report any errors or defects of the software / data to the CN. Within the scope of such a report, P shall describe the error/defect to the CN in written form, via fax or electronically, and to report about the point in time when it first occurred. In doing so, it will take into account the pointers of the CN to analyze the problem (as far as reasonable) and forward to the CN all information available to P which is required to remove the error.

8.2. The helpdesk of the CN can accept error reports at the following times:

- Monday to Friday from 7 am to 7 pm CET:
  Phone: 0049 (0)89 189 35 69-0
  Email: support@dailypoint.com

8.3. P shall keep the access data confidential vis-à-vis unauthorized third parties. In particular, user name and password as well as provided documentation materials are to be stored in such a way that third parties cannot access this data in order to exclude any unauthorized access by third parties. Further, P is obligated to immediately inform the CN as soon as it learns that the password is known to unauthorized third parties.

8.4. P assures that it will not store any contents on the contractual storage space, the provision, publication or use of which violates criminal law, copyrights, trademark or other naming rights or moral or privacy rights. For each individual case of an infringement against the preceding obligation, P promises the payment of a contractual penalty in the amount of 25% of the

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total annual license fee (including VAT). The contractual penalty becomes due and payable immediately as soon as it arises. Damage compensation claims of the CN remain unaffected by the aforesaid. In addition, the CN may terminate the contract extraordinarily in case of any infringement of P against the listed duties.

8.5.   If P breaches this duty it is obligated to cease and desist from any further breaches, compensate the arisen and future damages incurred by the CN and indemnify the CN and hold the latter harmless from and against damage compensation and reimbursement claims of third parties which were caused by the breach. The indemnification obligation also includes the obligation to fully indemnify the CN from costs of legal defense (court and lawyer's fees etc.). Other rights of the CN, in particular the right to block the contents and to terminate the contract extraordinarily, remain unaffected.

9.   Response Times in Connection with ASP and Hosting Services

9.1   The following error definitions apply to the correction of errors:

Major Error:	The software shows failures of core functions or a process is not available.
Minor Error:	The software does not work as provided in the manual; the functionality is impaired but still available.
Information Request:	A matter which is not urgent and which requires additional clarification, e.g. change proposals or improvement requests.

9.2   The following response times apply to the search for causes of reported errors / defects (as from receipt of the error report by the CN):

Type of Error	Response	End with Correction of Error
Major Error	24 hours	4 Working Days
Minor Error	48 hours	7 Working Days
Information Request:	72 hours	10 Working Days

9.3.   For error reports which do not relate to major errors and which are received outside of the times when the helpdesk receives these errors pursuant to Section 8.2, the response time only commences at 9.00 o´clock of the day following the day on which these errors are received pursuant to Section 8.2.

10.   Changes of the Contractual Software by the CN

10.1.   The CN may expand the contractual software after formation of the contract ("Update") if this leads to an increase of the functionality of the used technology and/or corresponds to technological progress and does not cause any impairment of the existing performance levels. To the extent TCS is not able to automatically install Updates, the working time required for the installation is charged in accordance with the payment and fee schedule in Annex 1; times exceeding 45 minutes must be approved by the customer. The CN will inform P about an upcoming Update and related costs, if any, via email at least 2 weeks prior to the time the change takes effect. P may reject an Update if it is unacceptable for P (taking into account the interests of the CN) and if the customer objects in writing within 7 days after receiving the announcement of the change. In case an Update is rejected or installation times exceeding 45 minutes are not approved, the CN´s warranties expire insofar as defects of the contractual software would have been removed by the installation of the Update. Updates are built upon each other so that it is not possible to omit Updates.

10.2   To the extent manufacturers or suppliers of contractual software provide new releases and Updates under agreements made by the CN, it will install the former. Within this scope, it will keep the contractual software technically up to date. Otherwise, the preceding paragraph applies.

10.3   P is aware that measures pursuant to the preceding paragraphs may lead to training requirements which are subject to fees. To the extent such training is required the fees are determined by the rates set forth in the payment and fee schedule attached to the contract form.

10.4   The CN shall inform P about such measures in due time in advance.

11.   Warranties relating to ASP and Hosting Services

11.1   The CN is obligated to remove defects of the contractual software within a reasonable period. Upon consent of P, the CN may replace the defective software with non-defective software in order to remove the defects.

11.2   Any termination of P pursuant to Section 543 para. 2 no. 1 of the German Civil Code (BGB) due to failure to grant contractual use is only permitted once the CN was granted sufficient opportunity to remove the defects and failed to do so.

11.3   The warranty rights of P are excluded to the extent the former modifies or causes third parties to modify the provided programs without consent of the CN. This does not apply if P is authorized to make modifications, in particular within the scope of exercising its right to remove defects itself pursuant to Section 536a para. 2 BGB, and if the modification is made expertly and documented in a comprehensible manner.

12.   Liability in Connection with ASP and Hosting Services

12.1   The CN is liable without any limitation in case of title defects, absence of guaranteed features and for injuries to life, body and health.

12.2.   The strict liability of the CN pursuant to Section 536 a para. 1 BGB for any defects which exist at the time the contract is made is expressly excluded.

12.3.   Otherwise, the CN is only liable for willful intent and gross negligence, including of its statutory representatives and vicarious agents. It is liable without limitation, however, if a material duty under the contract is breached which is of particular

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relevance to achieving the contractual purpose (core duty). In such a case, however, the liability of the CN is limited to the damages typically to be expected.

12.4. The liability of the CN for data loss is limited to the recovery costs which are typically to be expected and which would have occurred in case regular and risk-adequate backup copies would have been made.

12.5. The liability according to the German Product Liability Act remains unaffected by the stipulations made herein.

12.6. The duties of the CN do not include P´s internet access or the operation of data lines or data networks as part of the internet. The CN is thus not liable for the working order of such data networks or such data lines to its computer center, or for power cuts or down-times of networks or servers outside of its control, unless it caused the malfunction or the down-time willfully or by gross negligence.

12.7. In case of failure of data lines within the computer center up to the interface with the internet, the CN is only liable for monetary damages up to an amount of EUR 2,500 per user. The liability of the provider per each individual damage event is limited to EUR 10,000 vis-à-vis all users affected by a specific line failure within the computer center of the provider.
If the damage compensation claims of multiple users due to the same event were to exceed this maximum, each individual damage compensation claim is reduced proportionately in line with the ratio of the sum of all damage compensation claims and the aforesaid maximum liability amount. This liability cap does not apply if the damage is cause willfully or by gross negligence.

12.8 To the extent the liability of the parties is excluded this also applies to the personal liability of the employees, workers, staff, representatives and vicarious agents of the parties.

12a. **Shut-Down of Systems**
If P is in payment default with an amount of at least one monthly rate payable according to the payment and fee schedule (Annex 1) for more than 60 days, the CN reserves the right to temporarily suspend the contractually agreed ASP services; this suspension of services must be announced by the CN at least 7 days in advance. During the time the services are suspended, P remains obligated to pay the monthly fees. The CN will resume providing the ASP services as soon as P has fully paid to the CN the monthly rates which were in arrears.

Part 3: Setup and Data Processing Services/ Consulting Services

13. **Subject-Matter of the Setup / Data Processing Services**

13.1 The CN will provide the commissioned setup services within the period set forth in the contract form if P has provided all documents, data and acts of cooperation required to this end within the periods defined in the contract form. Upon completion of these services, the CN will provide one training session for the employees of P and inform P in writing about the readiness of the system after completion of the training session.

13.2 To the extent agreed, the CN will also import P´s data into the contractual software and further process such data. To this end, P shall copy its pertinent data onto a server provided by the CN. P shall transmit the data in one uniform data format. The data format and the block structure shall be agreed with the CN in advance. In any case, P shall make back-up copies of the data transmitted to the servers of the CN prior to transmitting the data to the CN.

13.3 To the extent data of P is transmitted to the CN other than in the agreed format, e.g. due to a change of P´s data structure, and if this causes additional effort for the CN in entering P´s data, this additional effort shall be compensated on a time basis pursuant to the hourly rates set forth in the payment and fee schedule attached to the contract form.

13.4 Unless separately instructed otherwise by P on a case-by-case basis, the CN will not undertake any services except those described in the contract form and its annexes. In particular, it is the responsibility of P to continually enter data into the contractual software. To the extent P desires additional services and/or subsequent changes, the CN will make a separate offer to P upon request; P may accept this offer. Such individual orders are subject to the terms of these GTC (in addition to other terms, where appropriate), in particular Sections 13.3 and Section 17.

13.5 To the extent P commissions the CN to specially configure, customize or similarly modify the standard software dailypoint (e.g. in the form of SQL statements which are to be performed prior or after data cleaning, or programming in VBA, PHP, HTML, .net or other programming languages) within the scope of a separate individual order, the functionality relates to the exact system version at the time the work is accepted. Future changes of the system version (e.g. in case of Updates, see Section 10.1) may require adjustment works on the configuration settings or customizing which P has to commission from the CN and which are subject to a fee.

13.6 Please note that due to the huge number of different mobile devices, operating systems and email clients an adaptation cannot be guaranteed for all versions. An adaptation is, however, possible for the majority of mobile devices, in particular for iPhones and smartphones with Android operating systems in connection with their Apple or Android email client. No guarantee for display of the mobile version can be given for freemail apps and Gmail for Android.

14. **Acceptance**

14.1 Immediately upon notification of readiness, P shall test and review the setup services provided by the CN during a period of 3 weeks as from receipt of the notification regarding readiness of the system (hereinafter "Evaluation Period"), in particular with a view to whether the functionalities of the contractual software listed in the specifications are running without material errors.

14.2. If the properties, characteristics and functionalities of the contractual software and the services to be rendered by the CN do not conform to those set forth in the specifications during the Examination Period set forth in the preceding paragraph, P will immediately inform the CN hereof within the Examination Period. If such a notice is not provided, the contractual provision of the contractual software and the contractual set-up services is deemed accepted after expiration of 10 additional work days after the end of the three-week Examination Period.

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To the extent P reports discrepancies during the Examination Period, the CN will remove these as quickly as possible and notify P hereof. Subsequently, another acceptance test and acceptance by P in accordance with the preceding terms of this section shall take place.

14.3. To the extent the CN provides distinct services, partial acceptances shall take place at the CN´s request.

14.4 The preceding paragraphs of this Section apply analogously to the acceptance of additionally commissioned data processing services.

15. Warranty for the Setup / Data Processing Services

15.1 For defects of the setup and data processing services, the CN will firstly provide secondary performance by way of repair or replacement, at its discretion.

15.2 If CN seriously and finally refuses specific performance, or to remove the defect and provide secondary performance due to unreasonable costs, if secondary performance fails or is inacceptable to the CN, then P may, in its discretion, either request only reduction of the fees (reduction) or rescission of the contract (rescission) and damage compensation within the scope of the limitation of liability (Section VIII) in lieu of performance.

15.3 However, in case of an immaterial breach of this contract, in particular in case of merely immaterial defects, P may not rescind the contract.

15.4 If the breach of duty entailed in a defect is not attributable to the CN, P may not rescind the contract.

15.5 P´s warranty rights become time-barred within one year after acceptance of the services. This short period of limitation does not apply if the CN was grossly negligent; nor does it apply in case of injury to body or health attributable to the CN or in case of loss of life of P. Further, any liability of the CN pursuant to the German Product Liability Act remains unaffected.

15.6 Further claims also remain unaffected in case of fraudulent concealment of defects or assumption of a quality guarantee.

15.7 The CN does not grant P guarantees within the meaning of the law.

16. Subject-Matter of Support and Consulting Services

16.1. The CN offers assistance with technical questions or issues regarding the operation of the contractual software which are not caused by defects occurring during the limitation period or which relate to maintenance of the contractual software or general questions; this assistance is provided for a fee via a telephone hotline. In this context, the CN only undertakes to provide advice. The hotline is available at the times set forth in Section 8.2 of these GTC; the fees are set forth in the payment and fee schedule attached to the contract form. In any case, the warranty terms of these GTC take priority.

16.2. To the extent P desires further consulting services (e.g. analysis of customer data, recommendation of certain marketing measures etc.) from the CN, the CN will make a separate offer to P upon request, which P may accept. Such individual orders are subject to the terms of these GTC (in addition to other terms, where appropriate), in particular Section 17.

17. Limitation of Liability for the Setup and Data Processing as well as Consulting Services

17.1 To the extent an individual limitation of liability is not agreed in the respective offer or specification, the following terms apply:

17.2 In case of simply negligent breaches of duty, the liability of the CN is limited to the foreseeable, direct average damages typical to this type of contract. This also applies in case of simply negligent breaches of duty by statutory representatives of the CN or its vicarious agents.

17.3 The CN is not liable to entrepreneurs in case of simply negligent breach of immaterial contractual duties.

17.4 The preceding limitations of liability do not affect P´s claims under the German Product Liability Act. Further, the limitations of liability do not apply in case of injury to body and health or loss of life attributable to the CN, respectively.

17.5 The amount of the CN's liability, in particular pursuant to paragraph 2 of this Section, is limited to the respective order value.

Part 4: General Terms

18. Processing of Personal Data / Controller-to-Processor Relationship

If the CN processes personal data provided to it by P, such processing is strictly subject to instructions and constitutes a controller-to-processor relationship within the meaning of Section 11 of the Federal German Data Protection Act (BDSG). The pertinent details are set forth in the attached Controller-to-Processor Agreement.

19. Sub-Contractor

The CN may use sub-contractors to provide the services. However, in connection with the processing of personal data, the terms of the Controller-to-Processor Agreement take precedence.

20. Project Management

20.1 Both P and the CN shall appoint a project manager and a substitute project manager (project team) upon formation of the contract.

20.2 The project managers and their substitutes are authorized to receive all declarations in connection with the performance of the contractual relationship. They shall prepare required decisions of their organizations quickly and ensure that decisions are made in due time unless they are themselves authorized to represent their organizations. Both P and the CN guarantee that the respective project team is available during standard office hours.

20.3   Even if employees or other vicarious agents of the CN (hereinafter "Employees") are deployed to establishments of P, the CN remains solely authorized to instruct the Employees and its managerial prerogative is unrestricted. In particular, the CN is responsible for:

- The decision regarding the selection and number of deployed Employees
- Training and induction of Employees;
- Determination of work hours and ordering overtime work, if any;
- Granting holidays and leisure time;
- Controlling work results;
- Monitoring whether work processes are correct.

21.   General Cooperation Duties / Indemnification vis-à-vis Third Parties

21.1   P shall

- provide to the CN separate workspace and all necessary work equipment as required;
- grant to the CN access to the information required for its services at any time and provide all required documents to it in due time;
- provide computer times, test data, data collection capacities etc. in due time and sufficient volume in case of programming works or computerized evaluations;
- to the extent such are required to access the premises, issue special ID-cards for Employees in such a way that a clear distinction from P´s employees is ensured
- ensure that all acts of cooperation, documents, information and data required for performance is provided to the CN in due time.

To the extent any act of cooperation by P is required the CN will describe such act very clearly and expressly request it from P.

21.2   If P notices errors or irregularities such as e.g. incorrect conversions, incorrect number formats etc., in particular during the examination of results, P shall inform the CN in writing immediately. If an investigation of these incidents leads to determination of malfunctions which cause changes of the process flow, the respective change of the process flow must be coordinated with P prior to its implementation. It must not be implemented without P´s written consent.

21.3.   The parties will not solicit any employees of the respective other party during the term of this contract and for a period of 12 months thereafter; nor shall either party directly or indirectly encourage employees of the respective other party to submit a job application. In case of an infringement, a compensation payment in the amount of 4 times the gross monthly salary of the solicited or encouraged employee falls due.

21.4   The parties undertake to use all information and/or know-how about business / trade secrets of the respective other party which was disclosed or became available in connection with the performance of this contract and related individual orders solely in order to perform this contract (including contractual individual orders) and to otherwise keep it confidential for an indefinite period. This applies vis-à-vis all unauthorized third parties, i.e. including vis-à-vis unauthorized employees unless the disclosure of information is necessary in order to facilitate the proper fulfillment of the contractual obligations. Both parties shall also commit their authorized employees to secrecy in this respect. This duty of confidentiality does not apply if and to the extent a party proves that the relevant information is publicly known, became publicly known without culpability of the parties, was lawfully obtained by a third party or is already known to the other party.

21.5   P and the CN indemnify each other from and against all third party claims and the costs of necessary legal defense which is based on an infringement of third party rights or of laws by the respective other party or its vicarious or other agents and which are asserted against a party. The parties shall cooperate in good faith in defending against third party claims.

22.   Rights in Work Results and Work Equipment

22.1   All rights arising in results developed by the CN in the course of providing the contractual services, such as e.g. developed software code, reports, organizational charts, drafts, drawings, installations, calculations and other work results (jointly the "Results") vest exclusively in the CN. Where appropriate, the CN may grant P a non-exclusive, non-transferrable right of use in accordance with Section 5 of these GTC and for the term of the contract.

22.2   To the extent the CN uses certain methods/products/tools in order to provide the services during the term of implementation, P undertakes not to modify, remove, copy or reproduce the methods/products/tools which are familiar to it and/or the associated documentation. P further undertakes not to provide such methods/products/tools and/or documentation to third parties, nor to inform them thereof. All rights in the aforementioned tools and documentation remain the sole property of the CN.

23.   Winding up upon Expiration of Contract

23.1   Upon expiration of the contract for any reason whatsoever, P has the right to request surrender of the data in the state/form in which they are available in the database at the time of the expiration. The surrender shall take place by copying onto and surrender of the data on a CD-ROM or on another standard data carrier specified by P, in a data format which can be viewed with standard word processing software (e.g. MS-Excel) and/or via a standard internet browser (HTML file). Upon surrender and acceptance of the data carrier, the CN is entitled to reimbursement of the expenses for materials, which must be demonstrated.

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23.2 The CN will only finally delete P´s data from the server, as well as delete all backup copies, once P has authorized the deletion in writing and provided that there are no opposing data security or other evidence-related interests of either party. Upon authorization of the deletion, the CN will confirm deletion of P´s data in writing and provide proof if required.

24. Use as Reference

24.1. By commissioning the CN, P grants to the CN all necessary rights, in particular the trademark license and rights of use, so that the CN may use

- P´s trade name and/or trade logo
- illustrations of the works developed for P under this contract, showing examples of use and using the contents (including images)

as reference for own marketing of the CN, in each case on the internet (…), in particular under www.TS-and-C.com, and in form of flyers, presentations etc.

24.2. P confirms that it holds the necessary rights to grant the aforesaid licenses. P undertakes to indemnify the CN against third party claims if claims are asserted against the CN by third parties due to alleged unlawful use despite this confirmation of P; this does not apply to the extent the infringement is attributable to the CN.

24.3 The CN shall inform P about any actual use as reference pursuant to Section 24.1 in text form. If P does not agree to this use, it shall inform the CN hereof in text form within 1 week; in this case, the CN undertakes to desist from the relevant use as reference with effect for the future, after receipt of the notice.

25. Miscellaneous

25.1 P may only exercise a right of retention due to undisputed or finally judicially determined claims which are based on the same contractual relationship.

25.2 Ancillary arrangements, modifications and amendments of this contract must be made in writing. This also applies to the modification of this written form requirement. If and to the extent written form was agreed it cannot be met by use of email, but may be met by use of fax.

25.3 If one or more provisions of this contract including its annexes are or become invalid or have or will have a gap, the validity of the remaining terms is not affected. The CN and P will replace the invalid term by a term which most closely resembles the economic purpose of the invalid term, or the term which contains a gap.

25.4 In addition to German, English is contractual language and language of communication.

25.5 The contract and all transactions made within the scope of its performance are subject to German law excluding international UN Sales law.

25.6 Venue for all disputes under the contractual relationship is the judicial district of Landgericht München I (Munich District Court I).

Toedt, Dr. Selk & Coll. GmbH

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