

General Terms and Conditions of Novicon GmbH

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1. Scope

- 1.1. The following terms and conditions apply to all contractual services of Novicon GmbH (Novicon). Deviating, conflicting or supplementary terms and conditions of the Customer shall not become part of the contract unless Novicon agrees to their validity in text form. This shall also apply if Novicon renders the service without reservation in the knowledge of conflicting terms and conditions of the Customer. As far as the following terms and conditions do not provide for other regulations, the provisions of the law of agency (§§ 675 et seq. BGB) shall apply to all consulting orders. These terms and conditions do not apply to consumers, § 13 BGB.
- 1.2. If the following terms and conditions contain an exclusion or limitation of liability of Novicon, its legal representatives or vicarious agents, for damage, this exclusion or limitation shall not apply to liability for damage resulting from injury to life, body or health.

2. Subject matter of the contract, offer

- 2.1. The subject of the order are only the services provided for in Novicon's written offer.
- 2.2. Insofar as the offer or the consulting order contains a processing time or dates, these shall only be deemed binding if Novicon has expressly agreed to their binding nature in text form. If Novicon recognizes that the binding processing time or the binding deadline cannot be met, it shall inform the Client of the reasons for the delay and agree on an appropriate adjustment with the Client.
- 2.3. Delivery times and performance obligations shall be extended by the period of time during which Novicon is reviewing change proposals of the Customer, preparing or negotiating change offers, or during which project implementation is interrupted at the request of the Customer.

- 2.4. Illustrations, drawings, calculations and other data made available to the contracting party within the scope of the offer shall remain the property of Novicon and shall be returned to Novicon immediately after the end of the offer phase.

Subsequent changes to the scope of services must be agreed in writing.

3. Remuneration, payment

- 3.1. The remuneration for consulting services shall be calculated on a time and material basis on the basis of unit prices unless otherwise agreed in individual cases. For all services, value-added tax shall be added to the remuneration in each case.
- 3.2. Payments are due monthly in arrears. Payments are to be made without deduction to the specified Novicon account, quoting the invoice number.
- 3.3. If the customer is in arrears with payments, interest on arrears shall be payable from the due date in the amount of 8 percentage points per annum above the respective base interest rate.
- 3.4. A set-off against claims of Novicon is only permissible if the counterclaim is undisputed or legally binding.
- 3.5. The Client may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

4. Intellectual property

- 4.1. The Customer shall receive a non-exclusive, gratuitous right of use for any inventions created during the execution of the order and for the industrial property rights applied for by Novicon and granted to Novicon thereon for the purpose of application on which the order is based. The Customer shall reimburse Novicon for a share of the costs to be agreed upon for the application, maintenance as well as defense of such property rights and shall pay a lump-sum employee inventor remuneration in case of use, the amount of which shall be agreed upon in the individual case.
- 4.2. The Client shall receive a non-exclusive, royalty-free right of use for the application purpose on which its order is based to the copyright-protected works, databases created and know-how created during the execution of the order. The granting of an exclusive right of use requires a separate agreement.
- 4.3. If, during the execution of the order, already existing industrial property rights of Novicon are used, which are necessary for the exploitation of the consulting result by the Customer, the Customer shall receive a non-exclusive right of use against payment to be agreed upon separately, provided that no other obligations of Novicon are opposed thereto.

5. Third party property rights

- 5.1. Novicon shall immediately notify the Customer of any third party property rights of which it becomes aware during the execution of the order and which might conflict with the use agreed upon in accordance with clause 4. The contracting parties shall decide by mutual agreement in which way these property rights shall be taken into account in the further execution of the order.

- 5.2. In case of infringement of third party property rights Novicon is liable, if it has violated its duty to inform, according to clauses 6.3 and 7.6. Otherwise Novicon's liability is excluded in case of conflicting third party property rights. In case of consulting work based on a purchase contract or a contract for work and services Novicon is liable exclusively according to clause 7.

6. Liability

- 6.1. Novicon vouches for compliance with the generally accepted rules of technology in the performance of its owed service, but not for the actual achievement of goals.
- 6.2. Novicon's consulting and development scope covers only conceptual and system requirements. Compliance with legal, tax or other regulations must be ensured by the client.
- 6.3. The liability of Novicon, its legal representatives and vicarious agents for breach of duty and tort is limited to intent and gross negligence. In case of violation of essential contractual obligations (cardinal obligations) Novicon, its legal representatives and vicarious agents are also liable in case of slight negligence. In any case, liability is limited to the foreseeable damage typical for the contract as well as to the amount of the agreed remuneration.
- 6.4. If Novicon does not render the performance incumbent upon it, does not render it when due or does not render it as owed, the Customer may only claim damages in lieu of performance if it has previously unsuccessfully set Novicon a reasonable deadline for performance with the declaration that it will refuse to accept the performance after the deadline has expired.
- 6.5. Customer shall back up all data created or handed over by Novicon or its employees/fulfillment agents at least once a day to ensure that the expense in case of data loss remains justifiable. Insofar as Novicon or its employees/fulfillment assistants are responsible for data loss, Novicon shall therefore only be liable for the expenses incurred in compliance with this essential contractual obligation of Customer.

7. Purchase and work contract services

- 7.1. Insofar as Novicon owes the manufacture and/or delivery of an item corresponding to the state of the art, the relevant provisions of the law on sales or contracts for work and services shall only apply in accordance with the following rules.
- 7.2. For delivery transactions, all prices are "ex works Garching" as defined by Incoterms 2010.
- 7.3. In the case of work performances, Novicon may demand the performance of partial acceptances for delimitable and economically independently usable performance portions. The last partial acceptance is considered as final acceptance for the entire project performance. Partial acceptances already made shall remain unaffected by the success of the final acceptance. Deliveries and services shall be deemed to have been accepted if the Customer does not refuse acceptance in text form within one week of the acceptance date and stating reasons, or as soon as the deliveries and services are put into use or production. Acceptance may not be refused due to insignificant defects which do not significantly impair the functionality

of the work. Such insignificant defects shall be remedied under the warranty.

- 7.4. If the goods/services produced/delivered by Novicon prove to be defective, Novicon shall first be given the opportunity to remedy the defect - depending on the type of service, the defect and the other circumstances also several times - by way of supplementary performance, at its option by rectification or replacement delivery. In the case of a defect of title due to the infringement of third party property rights, the supplementary performance shall be carried out in such a way that Novicon obtains for the Customer the authorization for the contractual use or modifies the consulting result in such a way that the affected third party property rights are not infringed.
- 7.5. If Novicon refuses subsequent performance or if subsequent performance fails or is unreasonable for Customer, Customer may, at its option, either demand a reduction of the remuneration owed (abatement) or, in the case of a significant defect, withdraw from the contract. The right of withdrawal shall expire if the Client does not declare the withdrawal at the latest 14 days after receipt of the notification of the rejection or the failure of the subsequent performance or at the latest 14 days after the point in time at which the unreasonableness of the subsequent performance becomes apparent to the Client.
- 7.6. The client has to examine the consulting result delivered by Novicon immediately and to give notice of defects without delay. Novicon only warrants for recognizable defects if they are reported to Novicon within a period of 14 days after performance/handover.
- 7.7. The liability regulations of clauses 7.4 and 7.5 shall apply to claims for damages by the Customer as a result of defects. Novicon maintains a business liability insurance in the amount of € 3,000,000.
- 7.8. All claims for defects shall lapse if a service provided by Novicon is modified, maintained or repaired by Customer or third parties, unless Customer proves that these circumstances are not the cause of the defect complained about.
- 7.9. In the event of a defect of title due to the infringement of third party industrial property rights, Novicon shall only be liable to the extent that these rights exist in the Federal Republic of Germany, the Customer uses the performance in accordance with the contract and in this respect is justifiably claimed against by the third party and the Customer has immediately informed Novicon in writing of the claims asserted by the third party.
- 7.10. Claims based on defects shall become statute-barred in accordance with Clause 15.

8. Programming, implementation, training and maintenance, project services

8.1. Charge

The remuneration for services of Novicon results from the respective written order. Unless otherwise agreed in the individual case, the fee is subject to change and may be adjusted by Novicon pursuant to § 315 BGB (German Civil Code) if Novicon incurs increased expenses in rendering the services for reasons for which the Principal is responsible.

8.2. Warranty and liability

Novicon warrants that deliveries and work performances meet the usually assumed and expressly agreed characteristics. Further warranties are not assumed.

In case of defects subject to warranty Novicon is obliged to deliver a new product or to improve the product within a reasonable period of time; as far as these measures are not suitable to eliminate the defect and two attempts of improvement fail or are not carried out within a reasonable period of time, the Principal is entitled to reduce the remuneration or - in case of substantial defects - to withdraw from the contract. In the absence of a deviating agreement in the individual case, a price reduction is only possible up to the amount of 30% of the agreed remuneration.

No warranty is given for third party components delivered by Novicon, such as standard hardware components. However, Novicon will assign existing warranty rights against the manufacturers to the Customer.

The Customer shall lose all warranty claims if it modifies or processes deliveries on its own authority.

Services are provided in accordance with standards customary in the industry. No warranty shall be provided for the rest.

The warranty period for claims of the Customer arising from breach of warranty under this clause 3 shall run until the expiry of 12 months from the date of delivery. Defects occurring during the warranty period shall be reported immediately by the Principal in text form, otherwise the warranty remedies shall be forfeited. .

9. Project services

9.1. Subject

All project services, such as installation of software, parameterization of software, individual programming of software, any kind of consulting and training are to be agreed separately.

9.2. General principles of service provision

For project services, a detailed project plan, including milestones and the structure of the project management, shall be prepared. If such a plan is not available at the time of the conclusion of the contract, the parties shall reach an agreement in good faith. If no agreement can be reached, Novicon shall be obliged to organize the project management according to its best judgment. The parties shall exchange important information concerning the subject matter of the contract on an ongoing basis within the framework of the project organization. As soon as one of the parties becomes aware of circumstances that could call into question the fulfillment of the agreement in accordance with the contract, the other party shall be notified immediately in writing of these circumstances and of measures to be taken by it. The parties shall support each other in the implementation of the services and provide each other with all necessary information . Subsequent changes to the scope of services shall be agreed in writing.

9.3. Consulting and concept development

The preparation of individual organizational concepts or analyses shall be carried out according to the type and scope of the binding information, documents and aids provided in full by the Client. This shall also include practical text data as well as sufficient test possibilities, which shall be provided by the Principal in a timely manner, during normal working hours and at its own expense. If the client is already working in live operation on the system provided for testing, the client shall be responsible for securing the live data.

Individual organizational concepts or analyses shall be checked for correctness and completeness and signed off by the client on its own responsibility in the course of acceptance.

9.4. Software development

The basis for the creation of individual programs is the written performance specification, which Novicon prepares against cost calculation on the basis of the documents and information provided or which the Principal makes available. This performance specification is to be checked by the Principal for correctness and completeness and to be marked with its approval. Change requests occurring later can lead to separate date and price agreements.

Unless otherwise agreed, the Client shall receive a non-exclusive right of use to individual programming in accordance with point 11 of these GTC.

10. Software maintenance

10.1. Subject

All maintenance services are to be agreed separately. The Customer is obliged to appoint (at least) one internal contact person for malfunctions or application questions, who acts as a "single point of contact" for both the Contractor's employees and Novicon. In the absence of any agreement to the contrary, maintenance services shall exclusively comprise the following areas:

- (i) The elimination of software errors;
- (ii) The provision and implementation of patches and bug fixes;
- (iii) The provision and implementation of updates and upgrades;
- (iv) Application support, namely the provision of information and instructions on the operation of the software in question as well as the answering of questions via a helpdesk set up at Novicon during helpdesk hours. Contact with the helpdesk shall be made exclusively via the internal contact person of the Principal after corresponding internal clarification on the part of the Principal.

Other services are not included in the scope of the contract and will only be provided by Novicon in case of a separate order on terms to be agreed upon by the parties; these areas not included in the scope of services are in particular the installation of software, trainings, individual further developments as far as they do not serve the purpose of error correction, processing for the purpose of adaptation to new hardware or software, data backup measures, the elimination of malware (viruses, Trojans and the like) as well as measures in connection

with unsolicited electronic mail ("spam control"). Maintenance of third-party software or hardware as well as the elimination of problems that can be traced back to an improperly maintained system environment or that cannot be reproduced shall not be included under any circumstances.

The Customer shall grant Novicon's maintenance personnel access to its IT systems and shall provide the computer time necessary for troubleshooting on its own system. The Principal shall further ensure that Novicon is provided free of charge with the infrastructure necessary for the fulfillment of its obligations, such as in particular the necessary technical facilities, electricity, telephone, and data transmission lines.

The Principal is responsible for an ongoing, proper data backup; this obligation extends both to a general data backup to the extent customary in the industry and to a special backup of data located on computers before maintenance measures are carried out on them by Novicon. Novicon shall only be liable for any loss of data to the extent that the Customer has fully complied with its data backup obligations.

10.2. Troubleshooting

Novicon undertakes to remedy all defects of the Software duly notified by Customer in accordance with this clause 10.2; defects in this sense shall mean all malfunctions of the Software that would qualify as a defect. Errors, the elimination of which is covered by the present agreement, shall not include malfunctions of the Software which are the result of unauthorized modification or processing of the Software by the Customer.

For the purpose of troubleshooting, Novicon

will (i) establish and maintain during the term of this Agreement remote maintenance access secured against misuse

(ii) operate and maintain with substantially unchanged capacity during the term of this Agreement a helpdesk, and

(iii) ensure that an appropriately staffed, competent team of service professionals is available for troubleshooting

It is agreed that error messages are accepted from Monday to Friday from 09:00 to 17:00.

Insofar as an error occurs, the Customer undertakes to immediately provide a concrete, comprehensible and precise error message via the internal contact person, which must contain all the information that enables Novicon to narrow down the cause of the error and to determine strategies for correcting the error. This includes, in particular, information about the nature of the fault, the description of the system state when the fault occurred, the components affected by the fault, and the frequency of occurrence of the fault. The error report can initially be submitted verbally via the helpdesk and must be confirmed in writing by e-mail if requested by the Novicon staff there; if possible, additional information (screenshots, error logs, etc.) must be included.

The parties agree that troubleshooting shall be carried out as far as possible via the helpdesk, by e-mail or by way of remote maintenance. If an error cannot be remedied in this way or cannot be remedied in a reasonable time, Novicon undertakes to remedy the error at the location of the computer on which the affected part of the Software is installed. If Customer requests an on-site error correction, although the correction would have been possible by telephone, e-mail or remote maintenance, Customer shall bear the costs of the service team at standard rates. As far as Novicon incurs costs in connection with remote maintenance or on-site maintenance due to incorrect error messages, these costs shall be charged according to Novicon's standard rates.

Novicon agrees to commence any troubleshooting in compliance with the following response times:

Class 1 errors immediately, but no later than 6 hours after error message

Class 2 errors no later than 48 hours after

Class 3 errors no later than 7 days after error message, and

Class 4 errors no later than 14 days after error message

10.3. Updates and upgrades

Novicon shall provide the Principal with all generally released updates, upgrades, patches and bug fixes and install them on the IT systems of the Principal.

The Customer shall be completely free to decide whether to install the program parts or new versions covered by this provision; to the extent that the Customer refuses to use an update, upgrade, patch or bug fix, it shall lose its claim to the correction of those errors that would have been corrected by them. The parties agree that older program versions shall only be serviced by Novicon for a period of two years; after expiration of this period the maintenance agreement shall end by written declaration of one of the parties, if Novicon declares that it does not want to continue the maintenance of the respective version. The Customer shall only be entitled to service of one version of the Software at a time.

10.4. Error classes

The Parties agree on the defect classes listed below for the classification of defects of the Software:

Class 1 - Critical

Use of the software is not possible or unreasonably restricted. The error has a serious impact on essential functions and/or the security of the software; the software cannot be used any further.

Class 2 - Severe

The purposeful use of the software is seriously limited. The defect has a significant impact on functions and/or the security of the software, but allows the software to continue to be used.

Class 3 - Slight

The intended use of the software is slightly restricted. The defect has an insignificant impact on the functionality and/or security of the software and permits further use of the software with only minor restrictions.

Class 4 - Insignificant

The intended use of the software is possible without restriction. The defect has no or only insignificant influence on the functionality and/or security of the software. The use of the software remains unrestricted.

10.5. Duration

Unless otherwise agreed, maintenance agreements shall be concluded for a period of one year after coming into force; they shall be extended for a further year in each case unless one of the parties declares in writing that it wishes to terminate the agreement by giving 3 months' notice to the end of the respective contractual year.

The right of the parties to extraordinary termination shall remain unaffected. In particular, any material breach of provisions of this Agreement by a contracting party shall be deemed to be good cause if, despite prior written request by the terminating contracting party, the contractual condition is not restored within a reasonable period of time. The notice of termination and the notice of termination shall be given by registered letter. The opening of insolvency proceedings against a contracting party or the rejection of such proceedings for lack of assets shall also be deemed to be good cause (without the necessity of setting a grace period).

11. Transfer and licensing of software

11.1. Software is delivered exclusively in machine code on data carriers; the source code is never part of the subject matter of the contract. Unless otherwise agreed by the parties in individual cases, delivery shall be made within 14 days after the effective date of the license certificate, at Novicon's option either on data carriers or by providing the option to download the software.

11.2. The Licensee acquires - subject to the timely payment of the agreed license fees - the non-exclusive right to use the Software in accordance with one of the following license models.

Named User License: Novicon offers so-called "Named User Licenses". These authorize server access to the respective products for a defined number of specific users at the same time. The predefined number of specific users may not be exceeded. Each access predefined and permitted for the individual user within the scope of a Named User license opens a server session. Only the previously defined Named Users are authorized to access.

11.3. Licensee agrees that compliance with the license terms and volumes may be reviewed by Novicon on an ongoing basis by means of querying the relevant data. In this context, Novicon undertakes not to check, collect or transmit any other data whatsoever. As far as the technical verification is made impossible by the Licensee, Novicon is entitled to recall all Licenses according to clause 11.12.

11.4. The licensee is only entitled to use the software within the company. It is not permitted to make the software available to third parties in any way whatsoever, for example by renting it out.

11.5. The Licensee is prohibited from passing on the Software to third parties; if the Licensee ceases to use the Software, it must irretrievably destroy the copies of the Software in its possession and completely and irretrievably delete the Software from its systems. In case

of a - even if only economic - transfer of the Software in the context of outsourcing or outtasking, the Licensee shall contact Novicon. Novicon will only refuse the consent to a transfer in the context of outsourcing or outtasking, if weighty reasons speak against it .

- 11.6. As a matter of principle, the Licensee is not permitted to translate the object code back into source code or to reverse engineer and decompile it, except in cases where this is necessary to establish interoperability or to ensure the elimination of errors, insofar as Novicon refuses to make the changes for a reasonable fee despite written notification of an existing need for change.
- 11.7. The Licensee is only entitled to copy the Software to the extent that this is necessary for the intended use of the Software. However, the Licensee shall have the right to make backup copies of the Software, whereby no more than two data carriers with the Software may be in the possession of the Licensee (or third parties commissioned by it) at any time. Backup copies shall be clearly marked as such.
- 11.8. The licensee is not entitled to duplicate the user documentation or parts thereof or to hand it over to third parties.
- 11.9. The Licensee shall store copies of the Software securely and take the necessary precautions to prevent them from falling into the hands of third parties; in this context, the Licensee undertakes to keep a complete and updated list of the copies of the Software held by it and their exact storage location, which list shall be made available to Novicon upon request for the purpose of inspection.
- 11.10. Licensee agrees not to remove or tamper with Novicon's copyright notices and control marks on copies of the Software and/or User Documentation under any circumstances.
- 11.11. The Licensee's rights to use the Software within the meaning of this Section 11 shall be irrevocably granted upon payment of the agreed remuneration, with the exception of the provision of Section 11.12, and shall exist as follows

in case of a one-time payment (purchase) of the software license usage rights for an unlimited period of time, as long as a valid maintenance contract, based on the purchased license usage rights, exists between the Licensee and Novicon. In the event of termination of the maintenance contract, the Licensee's rights shall end on the last day of the terminated maintenance contract.

In case of ongoing license fees (rent) of the software license usage rights, the Licensee's powers end on the last day of the period covered by the paid ongoing usage fee

- 11.12. As far as the Licensee persistently exceeds its authority to use the Software, whereby such persistent exceeding is deemed to be in particular the unjustified modification, decompilation or passing on to third parties, Novicon is entitled to revoke the Licensee's rights of use by registered letter with immediate effect. In this case, Licensee is no longer entitled to use the Software in any form whatsoever and is obliged to hand over the Software including the entire user documentation to Novicon at its own expense; if handing over is not possible or not desired by Novicon, Licensee is obliged to destroy the Software and the user documentation irretrievably.

- 11.13. The fee for the software is determined according to the individual offer for the licensee; either a one-time payment or an ongoing license fee can be agreed. One-time license fees are due within 14 days. Monthly license fees shall be paid in advance for the coming month and shall be payable 14 days after receipt of the invoice. The Licensee shall only be entitled to the full license rights under Section 11.2 after timely payment of the agreed license fees.

12. Warranty and liability for licenses

- 12.1. Novicon warrants that the Software is free of software defects to the extent that it is used professionally on the agreed system environment. Professional use also includes the professional maintenance of the agreed system environment, which is the sole responsibility of the Licensee. No further warranties are assumed.
- 12.2. In the case of defects covered by warranty, Novicon is obligated to deliver a new product or to make improvements within a reasonable period of time. If these measures are not suitable to eliminate the defect and two attempts of improvement fail or are not carried out within a reasonable period of time, the Licensee is entitled to reduce the remuneration or - in case of essential defects - to withdraw from the contract. In the absence of an agreement to the contrary in individual cases, a price reduction is only possible up to the amount of 30% of the license fee.
- 12.3. Insofar as a defect can be remedied by installing a new or improved version of the Software, Licensee shall be obligated to accept the remedying of the defect by such new installation insofar as it cannot assert any weighty reasons to the contrary.
- 12.4. The Licensee shall lose all warranty claims if it modifies or processes the Software without authorization.
- 12.5. The warranty period for claims of the Licensee arising from the breach of warranty of item 12.1 shall run until the expiry of 12 months from the date of delivery.
- 12.6. Defects occurring during the warranty period must be reported immediately in writing by the Licensee, otherwise the warranty remedies will be forfeited.
- 12.7. For damages of the licensee caused by Novicon intentionally or grossly negligent, Novicon is liable without limitation according to the relevant legal provisions. Liability for slight negligence is excluded. For the rest, Novicon's liability is limited to a total amount of 50% of the license fee.

13. Remote control access

Remote maintenance access is fundamentally required and a corresponding access authorization to the customer system in a cloud environment or to the customer's data center must be approved. If the system is self-hosted, the establishment of a site-to-site VPN connection to a professional firewall on Novicon's side is required.

14. References

The Customer agrees that he may be mentioned by name as a reference by Novicon. Customer grants Novicon the perpetual right to use its logo, name and a brief sketch of its solution for advertising, sales and marketing purposes.

15. Limitation

- 15.1. The claims of the Customer due to breach of duty and due to tort shall become statute-barred within 12 months. This does not apply if §§ 438 para. 1 no. 2, 479 para. 1, 634 a para. 1 no. 2 1st alternative BGB (German Civil Code) prescribe longer periods or Novicon is liable due to intent or gross negligence.
- 15.2. If acceptance of the consulting result is provided for, the limitation period for claims due to defects pursuant to Section 15.1 shall commence upon acceptance, otherwise upon performance of the service.
- 15.3. Negotiations between the contracting parties on claims or on the circumstances giving rise to the claim shall suspend the limitation period. The suspension ends if a contractual partner interrupts the negotiations for more than 4 weeks by inactivity.

16. Retention of title

- 16.1. The Client shall receive ownership of Novicon's performance as well as any rights of use only upon full payment of the agreed remuneration. Property of Novicon as well as rights of use may neither be pledged nor transferred by way of security.
- 16.2. In the event that Novicon's ownership of its performance expires due to combination, mixing or processing, it is already now agreed that the ownership of the uniform object created in this case shall pass to Novicon on a pro rata basis (invoice value) until full payment of the agreed remuneration.
- 16.3. In the event of resale of the performance, Customer assigns all rights from the resale to Novicon with in rem effect until full payment of the agreed remuneration.

17. Confidentiality

- 17.1. The contracting parties shall not make confidential information of the other contracting party and information declared to be confidential available to third parties for the duration and for a period of five years after termination of the order. This shall not apply to information which was known or generally accessible to the other contracting party or the public prior to the communication or which became known or generally accessible to the public after the communication without the involvement or fault of the other contracting party or information which was disclosed or made accessible to the other contracting party by an authorized third party or which was independently developed by an employee of the other contracting party who had no knowledge of the information disclosed.
- 17.2. Third parties in the sense of this provision are not subcontractors of Novicon who are entrusted by Novicon with partial services within the scope of the order and have been obligated to maintain secrecy.

18. Cancellation

The contractual relationship may not be terminated for cause during the fixed term. The right to extraordinary termination for good cause remains unaffected.

19. Other

- 19.1. Subsidiary agreements, amendments and supplements must be made in text form. This also applies to any amendment of this clause.
- 19.2. Place of performance for Novicon's services is Garching, unless otherwise agreed in writing in the order. Place of performance for payments of the Customer is Garching. The place of jurisdiction for merchants, legal entities under public law and special funds under public law is Munich.
- 19.3. The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 19.4. Should one or more provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The same shall apply in the event of a loophole. Instead, a provision that comes as close as possible shall apply. What the contracting parties intended in economic terms when they signed the contract have .