

§ 1 General

These Terms of Use ("Agreement") come into effect between ASC Americas Inc. ("ASC") and the legal person ("Licensee") subscribing to the ASC cloud service(s) ("Services"), as detailed in § 2 and according to the underlying legal act ("Subscription").

ASC and the Licensee are hereinafter referred to collectively or individually as "Party(ies)".

If Licensee has not obtained the Subscription directly from ASC but through an ASC Reseller, the performance of certain obligations under this Agreement (e.g. invoicing or support) attributable to ASC may have been transferred to such Reseller; the relevant passages shall then apply *mutatis mutandis* to such Reseller instead of to ASC.

This Agreement grants the Licensee the right to access and use the subscribed Services from ASC (also "License"). ASC will charge the Licensee their usage according to the agreed Subscription Plan or in the form of consumption-related Usage Fee (hereinafter generically "Fees").

ASC is only willing to grant the License to the Licensee, if he accepts all of the terms of this Agreement and pays or has paid to ASC the full Fees.

If the Services have been ordered via an online portal, the Licensee is required to accept the terms of this Agreement and other applicable documents (cf. § 9 section 2) by activating the checkbox "I agree" prior to accessing the Services; otherwise by accepting the relating offer issued to him by ASC or an ASC Reseller.

The ordering party confirms that he or she is entitled to act for the legal person and on its behalf and is able to provide proof of corresponding legitimation upon request by ASC.

The Licensee confirms that he has read and understood this Agreement and that he accepts to be bound by compliance to it. If the Licensee does not agree to all terms, he shall not access or otherwise use the Services, as in such case no valid license has been granted.

This Agreement shall apply *mutatis mutandis* to the temporary trial use of the Services.

§ 2 Services

(1) The Services as detailed thereafter are offered and provided by ASC Americas Inc., a Delaware corporation, with its principal office at 101 Crawfords Corner Road, Suite 4126, Holmdel, NJ 07733, USA. For further information, please refer to our website www.asc technologies.com.

(2) **"ASC Neo Cloud"**: ASC provides the Licensee with a Service for recording, analyzing or evaluating corporate communication in the cloud.

(3) **"ASC Recording Insights"**: ASC provides the Licensee with a Service for recording, analyzing or evaluating corporate communication in connection with Microsoft Teams. The Service allows the Licensee to upload recorded voice and video content to a server within the Microsoft Azure environment while using Microsoft Teams, to save it there, to analyze it with Microsoft Cognitive Services, and to replay and further process the saved content as well as the analysis results.

(4) With the Services described in the previous sections (2) and (3) the Licensee receives the technical means and permission to access software applications hosted on an ASC server or on a server hosted by a third party commissioned by ASC via telecommunication facilities and to use the functionalities of the Services. The Services are subject to a Fee and their functionalities are described in a "Service Description". Beyond that, the respectively applicable annexes to this Agreement shall apply in their respective valid versions.

(5) The Services are subject to the supplementary provision of operational support services ("Service Level Agreement" or short "SLA"), cf. § 9 section 2.

In this context, it is expressly emphasized that the support and administration of end users ("User"), the provision of simple services and the administration of basic system functions ("Level 1 Support") is expressly not a service component of the subscribed Services or of the obligations that can be derived from them for ASC.

§ 3 Ordering, Payment, Term and Termination

(1) A Subscription is concluded either

(i) by accepting an offer from ASC that reflects the Subscription Plan and the Fee for the requested Services;

(ii) by booking a Subscription Plan for the requested Services via an online portal provided by ASC or a reseller authorized by ASC, stating the data required for identification and billing, as well as by confirming the respective billing, usage and other settlement agreements specific for this online portal;

(iii) by sending a purchase order to ASC on the basis of an existing framework agreement on the terms and conditions contained therein.

Which order method is used in the respective case depends on the requested Service. Certain Services can only be ordered via an online portal.

(2) Due to relevant legal regulations and official provisions, a Subscription can only be concluded if the manual or automated check of compliance with sanction lists or export restrictions of the Federal Republic of Germany, the European Union, the United States of America or supranational organizations carried out by ASC did not reveal any indications preventing the legal transaction. This check of compliance is repeated by ASC whenever there are changes in the modality of the Subscription as well as additionally without apparent cause in regular intervals.

In case of indications preventing the legal transaction, it remains pending and ineffective until a conclusive clarification by ASC has taken place and then is either approved of or finally refused.

(3) In addition, a Subscription can only come into effect if the supplementary agreement on the provision of operational support and maintenance service ("Service Level Agreement ASC Cloud Services") is valid; it includes a mandatory division of the related tasks between a Licensee, an authorized reseller and ASC.

This supplementary agreement can be effective either (i) if the Subscription has been obtained from a reseller authorized by ASC that has been committed to provide these very same Services to licensees; or (ii) if such an authorized reseller has been selected in a drop-down list when booking the Subscription in an online portal, or (iii) if the Licensee itself has accepted the "Service Level Agreement ASC Cloud Services" and the obligations described therein; such an acceptance can take place by assenting to an offer from ASC or by the respective confirmation when booking a Subscription in an online portal.

In all cases described above, the obligations of ASC are limited to the provision of the services described in the "Service Level Agreement ASC Cloud Services".

(4) Subscriptions (i) are always concluded for a defined period of time; (ii) are calculated according to defined parameters (e.g. "Named User" or "Concurrent Channels") and may include usage volumes (e.g. "Storage Consumption" or "Analytics Volume"), and (iii) depending on the respective service, either in advance ("Subscription Plan", see § 4, Section 4a) or retroactively according to actual consumption ("Usage Fee", see § 4, Section 4b). Which billing method is used in a specific case becomes apparent when ordering.

If the usage volume included in the Subscription Plan is exceeded, pro-rata subsequent billing may occur; the Licensee's consent to this is deemed to have been given upon conclusion of the Subscription.

(4a) A Subscription Plan is always calculated in advance and for the period of one month, even if a longer initial or subsequent term has been agreed.

A Subscription Plan may begin on any calendar day – e. g. the twentieth (20th) day – of a month and runs until the same day – in the example above until the twentieth (20th) day – of the following month or last month of a longer term; for subscriptions made on the last day of a month, until the last day of the following month or last month of a longer term.

A Subscription Plan shall generally renew for the same subsequent term after the expiration of its initial term, whereas a Subscription Plan with an initial term of twelve (12) months or longer shall renew for subsequent twelve (12) months until terminated in writing upon thirty (30) days' notice to the end of the current Subscription Period. Upon receipt of termination by the Licensee, the license and thus access to the Services will expire on the last day of the current Subscription Period.

If the Licensee wishes adjustments to an existing Subscription, e.g. to add further "Named Users", this adjustment will be adjusted to the billing interval of the existing Subscription; the adjustment may therefore be billed *pro rata temporis* in the first month.

Generally, the Fees for individual parameters are those in effect at the time of initial consumption. ASC may adjust these Fees at any time following the current term with a ninety (90) days' notice.

Various credit cards or the SEPA direct debit system are available as means of payment.

Depending on the selected means of payment, the value date is immediately or on the next banking day. The due amount with the reference "ASC Technologies AG; APP for Teams" will be charged to the selected means of payment monthly (on a recurrent basis) in advance at the beginning of the subscription.

The Licensee authorizes ASC to charge them using the payment method selected at the start of the Subscription periodically for each subsequent billing interval. The Licensee authorizes ASC to charge such payments either as electronic direct debits or credit transfers or as electronic bank drafts from the indicated account (in the case of an automated clearing house or comparable debit) or as debits from the indicated card account (in the case of credit card or comparable payments) (together referred to as "Electronic Payment").

If a payment is cancelled or a credit card payment or similar transaction is declined or refused, ASC or its service providers reserve the right to collect any fees for refund, rejection or insufficient coverage to the maximum extent permitted by applicable law and to debit the Licensee's account with such fee by electronic payment or to charge him the due amount.

In the event of a canceled, refused or delayed payment of a Fee, ASC may immediately restrict the functionalities of the Service or block its usage entirely. In such case, the Licensee shall continue to be obliged to pay the Fees.

In the event that the Licensee is in default of payment of the Fee or a substantial portion thereof for two (2) consecutive months, ASC shall have the right to terminate the provision of the Service without notice and to seek damages.

If ASC fails to provide the Service ready for operation on time, liability shall be in accordance with § 6. The Licensee is entitled to withdraw from the Subscription only if ASC fails to provide the Service within a reasonable period of time granted by him, which must be at least two (2) weeks.

Should the usage volume included in the Subscription Plan have been depleted to a large extent, the Licensee will receive system-supported warnings and suggestions for courses of action. If the Licensee ignores these warnings, the Service will restrict certain functions completely or partially, or will be charged retroactively once the contained usage volume has been depleted entirely.

(4b) For Subscriptions calculated retrospectively on the basis of the actual consumption, ASC charges the Fee on basis of a monthly consumption report on the respective billing date; further details can be found in the ASC License and Accounting Agreement.

The Subscription of consumption-based Services always starts on the first day of a calendar month and runs until the end of the last day of the same calendar month. It renews automatically for another calendar month until terminated in writing with thirty (30) days of notice to the end of a calendar month. Upon receipt of termination by the Licensee, the license and thus access to the Services will expire on the last day of the current Subscription Period.

If the Licensee wishes to adapt an existing Subscription, e.g. to add further "Named Users", this is possible at any time. The billing of such adjustments is automatically carried out within the scope of the actual consumption on the billing date.

Generally, the Fees for individual parameters are those in effect at the time of initial consumption. ASC may adjust these Fees at any time following the current term with a ninety (90) days' notice.

The Fee is payable without deductions within fourteen (14) days after invoicing.

In case of delayed payment of the Fee, the use of the Service may be restricted or disabled from a point in time on defined by ASC. In such case, the Licensee shall continue to be obliged to pay the Fee.

In the event that the Licensee is in default of payment of the Fee or a substantial portion thereof for two (2) consecutive months, ASC shall have the right to terminate the provision of the Service without notice and to seek damages.

If ASC fails to provide the Service ready for operation on time, liability shall be in accordance with § 6. The Licensee is entitled to withdraw from the Subscription only if ASC fails to provide the Service within a reasonable period of time granted by him, which must be at least two (2) weeks.

(5) If a Subscription or an agreement for temporary trial use is duly terminated, not renewed, or expires on a specified date, the Licensee's right to use the Services will terminate and ASC will no longer have a legal basis to process the (personal) data associated therewith.

All stored data will continue to be available for chargeable download or backup for another thirty (30) days after this date.

They are thereafter completely and irrevocably deleted by ASC, including archive and backup files as well as user settings and configurations. For further information, please refer to § 7 section 8.

(6) Either Party may terminate this Agreement if the other Party commits a material breach – especially, but not limited to, (i) infringement of intellectual property rights, (ii) infringement of any other protected rights, (iii) infringement of the Confidentiality Agreement, or (iv) continuous breach of obligations under this Agreement – which is not cured within thirty (30) days of receiving written notice from the non-breaching Party. In addition, either Party may terminate the Agreement upon written notice if the other Party has availed itself of or become subject to a proceeding in bankruptcy.

§ 4 Terms of Use

- (1) By using the Services, the Licensee accepts this present Agreement in its entirety, at any time and without limitations.
- (2) The Licensee is expressly obligated to
- (i) pay the agreed Fee in due time;
 - (ii) name all Users authorized by him to use the Services and to notify ASC upon request of any changes in the assignment of Users caused by organizational changes, staff changes, etc.
 - (iii) protect the usage and access authorizations assigned to him and the Users of the Services as well as the identification and authentication security measures against the access of third parties and not to pass them on to unauthorized Users;
 - (iv) make sure that all property rights and copyrights are observed (e. g. when transferring text and data of third parties to ASC's servers).
 - (v) ensure that the provisions of the applicable data protection laws are observed and complied with at all times, without restriction and under all circumstances;
 - (vi) obtain the necessary verifiable consent of the data subject to the extent that he processes personal data within the scope of the usage of the Service and no other permission is relevant;
 - (vii) conclude Agreements on Data Processing with ASC or the ASC Reseller and to keep them up to date;
 - (viii) introduce, maintain, and document appropriate technical and organizational measures for information security;
 - (ix) not misuse the Services or allow others to misuse it; particularly not to transfer information with illegal or immoral content or share information that serves incitement to hatred and violence against individual persons, groups or minorities, induces or invites criminal offences or glorifies or trivializes violence, is sexually offensive or pornographic, capable of causing serious moral harm to children or adolescents or damages the reputation of ASC;
 - (x) refrain from trying to obtain illegal access to information or data or have unauthorized third parties do so or to intervene or have third parties intervene with programs operated by ASC or illegally intrude into ASC data networks;
 - (xi) not use the possible exchange of electronic messages for sending unsolicited messages or information to third parties for advertising purposes;
 - (xii) release ASC of any claims based on the illegal usage or the tolerated illegal usage of the Services or which particularly stem from data protection, copyright or other legal disputes connected to the usage of the Services. As soon as the Licensee is aware of or in the position to recognize such a violation, he is obliged to immediately inform ASC about it;
 - (xiii) reimburse ASC for the expenses incurred for checking equipment following the submission of a fault report, if that check shows that the fault was not in ASC's equipment and that the Licensee could have recognized this if he had made a reasonable effort to find the fault; and
 - (xvi) obligate the Users of the Services equally and demonstrably to comply with these Terms of Use.
- (3) Limited to the term of this Agreement, the Licensee and the Users authorized by him are granted the spatially unlimited, non-exclusive right to access the Services via telecommunication and to use the functionalities associated with the Services by means of a software application or a browser. The Licensee does not receive any additional rights to the Services, i. e. neither to the underlying software itself nor to the databases, the system software or the operating system.
- (4) The Licensee may not copy, modify, or transfer the Solution to others, in whole or in part, except as expressly provided in this Agreement. The Solution contains trade secrets of ASC, and the Licensee may not reverse engineer, disassemble, decompile, or translate the Solution, or otherwise attempt to derive its source code or the source code through which the Solution is accessed, or authorize any third-party to do any of the foregoing. The license granted hereunder is personal to the Licensee, and any attempt by him to transfer any of the rights, duties or obligations hereunder shall terminate this Agreement and make it void. The Licensee may not rent, lease, loan, resell, or distribute the Solution or any part thereof in any way including, but not limited to, making the Solution available to others via shared access to a single computer, a computer network, or by sharing access information, which includes user name and password.
- (5) If the (lawful) use of the Services is affected by third-party property rights without fault of ASC, then ASC is entitled to refuse the provisioning of the Services with immediate effect. ASC will inform the Licensee without delay and grant him access to his data in an appropriate way. In this case, the Licensee shall no longer be obliged to pay the Fee; his other claims and rights remain unaffected.
- (6) If the check of compliance with sanction lists or export restrictions of the Federal Republic of Germany, the European Union, the United States of America or supranational organizations detects a relevant indication, ASC is bound to immediately suspend the Subscription and to prevent the usage of the Services. ASC will inform the Licensee as well as the responsible authorities of the detected indication. Until the matter has been settled, the Licensee does not have to pay the Fee.
- (7) When using an algorithm-based analytics rule set curated by ASC and included in the subscribed Service to meet regulatory or self-defined requirements ("Compliance Policy"), or when using a Compliance Policy self-developed by Licensee based on the curated Compliance Policy, Licensee is obligated to verify and ensure that the Compliance Policy in use fully meets its specific requirements. ASC does not warrant that curated or self-developed Compliance Policies will address all possible individual or regulatory requirements of a Licensee.

§ 4a Fair Use Policy

- (1) The Fair Use Policy ensures that Licensees and Users responsibly access the Services and therefore do not compromise their quality of service as well as their stability, security and performance. It defines the responsibilities when accessing the Service, potential consequences if the Services are used unreasonably, and prohibitions supplementary to §§ 4 and 5 on using the service in an unlawful manner or for reasons ASC considers a material breach of this Agreement.
- (2) The Services provide a variety of functionalities and associated Subscription models that may include limits on transactions, processing or storage of data. This Fair Use Policy applies to the use of the Service even if no limit is specified in a particular Subscription.
- (3) Subscriptions are typically based on defined parameters (cf. § 3 section 4), e.g. "Named User", which means a license per individual person is required. In this example, the Subscriptions are designed to support the recording needs of a single business that engages in typical business activities, during standard business hours within the respective geographic region.
- (4) The following examples provide a non-exhaustive guidance on cases which ASC considers as "unreasonable use" of a Service and therefore as a breach of this Fair Use Policy:
- (i) Use of a Service causes significant congestion, disruption or otherwise adversely affects the network of ASC or a third party;
 - (ii) use of a Service affects adversely any other User of this same Service;

- (iii) service is used in a way which could not be reasonably regarded as ordinary business use;
 - (iv) Licensee or User sets up software or algorithms to alter or overcome the Subscription or pricing charges; or
 - (v) effective daily usage of recording, processing, replay or transaction volumes repeatedly falls beyond the standard deviation of general usage by all ASC customers.
- (5) Notwithstanding any other rights in these Terms of Use, ASC reserves the following countermeasures to enforce the Fair Use Policy:
- (i) Contact the Licensee to alert a breach of the Fair Use Policy in ASC's reasonable discretion;
 - (ii) suspend or limit the Service without prior notification in severe and urging cases, in its entirety or selected features thereof, for any period ASC regards as reasonably required in the circumstances given; or
 - (iii) terminate the Subscription and any other agreements with the Licensee or Partner.

§ 5 Non-Conforming Use of the Services

(1) ASC has the right to block the access to the Services or to the saved data if the Licensee or Users authorized by him breach one of the cardinal duties defined in this Agreement, especially those stated in sections § 2 section 2 (iv) – (xi).

Access is not granted before the complained breach has been remedied permanently or when the risk of a repeated breach can be ruled out reliably by way of a reasonable cease-and-desist declaration under penalty to ASC.

In such case the Licensee shall continue to be obliged to pay the Fee.

(2) In the event of a breach of the Terms of Use and the obligations imposed therein on a User, Licensee shall provide ASC upon request with all information necessary to assert claims against the User, including the User's name and address.

In case of an unauthorized surrender of use, the Licensee, upon request, has to immediately provide ASC with all information, especially with the name and address of the User, to assert claims against this unauthorized User.

The assertion of the aforementioned rights to information by ASC is subject to applicable law.

(3) ASC is entitled to delete the respective data in case of a breach of § 2 section 2 (ix).

(4) ASC is entitled to claim damage in case of a breach of the Terms of Use.

§ 6 Warranty Disclaimer and Limitation of Liability

(1) Unless expressly provided herein, the Services under this Agreement are provided „as is“ and ASC makes no representations or warranties. ASC expressly disclaims all warranties, express or implied, of any kind, for the Services and any other material provided to the Licensee by ASC, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. ASC does not warrant that the Services are error-free, that their operation will be uninterrupted, or that the Services will meet any particular user requirements. Without limiting the generality of the foregoing, ASC makes no warranty and provides no assurance that the Services will meet certification requirements of any regulatory agency or supervisory authority.

(2) ASC's overall liability – aggregated, due to whatever reason and legal ground – shall be limited to the cumulated Fee of the last three (3) months before damage has been claimed.

(3) Unless otherwise provided by law, ASC shall not be liable for any indirect damages (damages to property or personal injury, financial or immaterial damages, downtimes, loss of income, anticipated profits or business opportunities, or consequential damages) arising from or related to any Services.

(4) This limitation of liability extends to third parties which have been commissioned by ASC to perform the Services.

§ 7 Data Privacy

(1) The Parties shall at all times and without restriction observe the provisions of the applicable data protection legislation. This might include the European General Data Protection Regulation (EU 2016/679) – hereinafter referred to as “GDPR” – as well as other national or state data protection laws, including – but not limited to – the German Federal Data Protection Act dated June 30th, 2017 (BGBl. I S. 2097).

(2) Personal data means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier or other factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

In the context of the Services this includes names, postal addresses, e-mail addresses, financial information like bank account or credit card numbers, numerical identifiers like telephone numbers, online identifiers such as IP addresses, e-mail addresses, location data, audio or video content showing the natural person, its spoken word, expressed opinions, picture and social behavior.

(3) Personal data that the Licensee provides ASC with during the initial order process as well as in the event of a possible later change/increase of the Subscription scope are required to fulfill the Agreement. In some payment procedures, ASC additionally needs the requested data to forward them to the service providers for billing and payment processing. Legal basis is art. 6 par. 1 lit. b GDPR.

In all cases, the personal data of the ordering party and the Licensee are processed within the scope of a manual or automated check of compliance with sanction lists or export restrictions of the Federal Republic of Germany, the European Union, the United States of America or supranational organizations; this may also include a transfer to service providers or authorities. Legal basis is art. 6 par. 1 lit. c. GDPR.

Recipient categories during processing are: service providers for billing, payment processing, and sanction control; shipping service providers; hosting providers; sales and service partners; national and international legal authorities.

Personal data is transferred to the aforementioned recipients exclusively on the basis of art. 28 GDPR and with the assurance of an adequate level of protection.

(4) When integrating the Services in other applications like Microsoft Teams or Salesforce, personal data is transferred to the Services to execute an authentication process. This information is used to store and allocate the data the Licensee or Users authorized by him upload thereafter.

All data processed in connection with the Services will be treated in strict confidence. This includes the safe processing within the Microsoft Azure environment, for which Microsoft guarantees a variety of technical and organizational measures according to art. 32 GDPR, including – but not limited to – certifications of their data centers according to DIN EN ISO 27001.

All data processed in connection with the Services is exclusively stored for the purpose of these Services. It will only be shared with Microsoft to perform the Azure Video Indexer for providing the Licensee with additional information on the uploaded content discovered by Azure Cognitive Services.

(5) At all times, without any restriction or limitation, the Licensee stays the "Controller" according to art. 4 par. 7 GDPR of all data processed via the Services provided by ASC. The Licensee is therefore solely responsible to handle all such data in strict compliance with all applicable legal regulations.

ASC is a "Processor" according to art. 28 DSGVO and is exclusively subject to the Agreement on Data Processing according to art. 28 DSGVO as well as to this Agreement and other applicable documents pursuant to § 9 Section 2.

If Licensee has entered into a Data Processing Agreement with an ASC Reseller, ASC is the Processor of the latter under a corresponding agreement. The relevant rights and obligations of both Parties are in principle not affected by such multi-level data processing; however, it should be noted that ASC solely accepts instructions exclusively from its direct contract partner under data protection law.

(6) To be able to carry out support services or any kind of required maintenance on either the Services or their underlying software and hardware infrastructure, it may be necessary that ASC processes personal data (system-related data as well as configuration and recording data, also as part of so-called log files).

In such case, ASC (i) processes such data based on the Agreement on Data Processing according to art. 28 GDPR; (ii) ensures a sufficient level of technical and organizational measures according to art. 32 GDPR and following DIN ISO/IEC 27001 principles as well as other standards recognized in the market.

(7) At any time, the Licensee has the right to request information about his stored data, and the right to request that it be corrected, blocked, or deleted. The Licensee can contact ASC at any time using the address given in the Legal Details on www.asc.de or ASC's Data Protection Officer, if he has further questions about privacy and data protection.

(8) In accordance with the obligations under applicable data protection laws, ASC will terminate processing (personal) data as soon as the legal ground (c.f. § 3 section 5) for doing so ceases to exist. Unless otherwise agreed or unless the Licensee converts his free trial to a paid subscription at the end of the trial period, ASC will completely and irrevocably delete all stored data, including archive and backup files as well as user settings and configurations, thirty (30) days after that date.

In the period between termination of processing and final deletion, ASC will make the stored data available to Licensee for chargeable secure download.

ASC will notify the Licensee of the pending deletion and his options for action once in the case of prior trial use, and twice in the case of prior subscription.

THE LICENSEE HAS EXPRESSLY AGREED TO THE DELETION ACCORDING TO THE ABOVE PROCEDURE BY THESE TERMS OF USE BEFORE THE SERVICE HAS BEEN COMMISSIONED.

(9) Contact pursuant to art. 4 par. 7 GDPR is ASC Americas Inc., address see § 1. Further and general information on data protection and privacy rights can be retrieved from www.asctechnologies.com.

§ 8 Intellectual Property Rights

The Parties expressly acknowledge and agree that all industrial property rights, copyrights, exploitation rights, trademarks, titles and the intellectual property rights to the Services and the underlying software including their documentation are and remain exclusively, unrestrictedly and completely with ASC.

§ 9 Final Provisions

(1) This Agreement is a constituent part of the underlying legal act.

It is accepted by the Licensee upon ordering and comes into force upon provision of the subscribed Service(s) without requiring a separate confirmation or signature. It shall retain its validity for the entire period of usage of the Service(s).

Should the Licensee object to this Agreement or refuse to give a required confirmation of terms that may have been changed within the scope of a software update or upgrade, further usage of the Service is prohibited.

The granted Rights of Usage shall then be suspended in their entirety and without entitlement to reimbursement of any payments that may have already been made.

(2) SUPPLEMENTARY TO AND SIMULTANEOUSLY WITH THIS AGREEMENT THE FOLLOWING DOCUMENTS ARE BINDING:

- Agreement on Data Processing;
- Data Privacy Statement at www.asctechnologies.com;
- Service Level Agreement ASC Cloud Services;
- applicable Service Description(s);
- applicable Training Requirements;

and, when subscribing to Services billed on consumption basis, the

- License and Accounting Agreement.

(3) If circumstances of force majeure occur, the Parties shall be exempt from fulfilling their obligations under this Agreement. The parties shall inform each other – immediately and in writing – about the occurrence of a circumstance of force majeure.

Examples of force majeure include war, pandemics, epidemics, strikes, unrest, expropriation, substantial changes in law, storms, floods and other natural disasters as well as other circumstances beyond the Parties' control, especially fire, ingress of water, power blackouts and interruptions / destruction of lines for data transmission.

(4) The Parties shall observe – without any limitation or reservation – all applicable laws, statutes, regulations, ordinances of any local, state, federal, national or other jurisdictional locality. This includes all laws applicable to the export and import of products and services, compliance with export/sanction control regulations, laws governing payments to government officials in the jurisdictions where both Parties operate and other similar, comparable or equivalent laws, applicable to the performance under this Agreement.

(5) ASC may execute this Agreement either by itself or may transfer it to a certified business partner, whereupon all rights and obligations under this Agreement shall pass to the latter.

(6) The terms and conditions herein and, if applicable, a framework agreement, constitute the entire Agreement between the Parties. They supersede any and all other agreements, oral or written, relating to such subject matter that may have been entered into between the Parties prior to the date of this Agreement. To the extent there is a conflict between this Agreement and other documentation, the terms of this Agreement shall govern.

TERMS OF USE

ASC Cloud Services



(7) ASC retains the right to adjust these Terms of Use from time to time and in its sole discretion.

(8) Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining terms. The Parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.

(9) This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the access rights to the Service granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, in each case located in the city of Wilmington and County of New Castle, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The provisions of the United Nations Convention on the International Sale of Goods do not apply to this Agreement, or any legal act executed thereunder.