**General Terms and Conditions**
of
**TCSS Trusted Cyber Security Solutions GmbH**
**Tuchlauben 7a, 1010 Wien**
FN 496241 t
(hereinafter referred to as "TCSS")
as of Mai 2019

1. **General principles / Scope of application**

   a. All legal transactions between the Customer and TCSS shall be governed exclusively by these General Terms and Conditions ("GTC"), unless otherwise agreed in writing in individual cases. The version valid at the time a contract is concluded shall be authoritative in each case.   Irrespective of these GTC, a supplementary special framework agreement may be concluded in individual cases.

   b. These GTC shall also apply to all future contractual relationships, even if no express reference is made to them in additional contracts.

   c. Conflicting general terms and conditions of the Customer shall be invalid unless TCSS expressly accepts them in writing.

   d. In the event that individual provisions of these GTC should be and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision which comes as close as possible to the meaning and economic purpose of the invalid provision.

   e. These GTC consist of a general part (clauses 1 to 11), as well as special parts for (A) the provision of services, (clause 12) (B) the distribution of software and Cyber Security products (clause 13), and (C) the distribution and provision of SaaS products (clause 14), which apply in addition to the provisions of the general part, depending on the nature of the business relationship. In the event of inconsistency between the general part and the applicable particular part, the provisions of the particular part (which may refer to other contractual bases) take precedence. Any possible supplement to the applicable provisions of subcontractors shall in turn take precedence over the general part of these GTC as well as the special parts of these GTC.

   f. All appendices and/or supplements to these GTC constitute an integral part of these GTC.

2. **Confidentiality / Data protection**

   a. TCSS and the Customer (the "**Parties**") are aware that in the course of their business relationship one of the Parties (the "**Disclosing Party**") may disclose confidential information to the other Party (the "**Recipient**"). For the purposes of this Clause, confidential information shall mean any information disclosed to the Recipient by the Disclosing Party which, by its nature,

is perceivably confidential to the Recipient or which is expressly designated or treated as such by the Disclosing Party ("**Confidential Information**"), including in particular trade and business secrets and any information about art, scope and practical activity or data of the Disclosing Party's clients and all intellectual property, software, computer code, algorithms, processes, ideas, offers, concepts, inventions, know-how, technical and financial information, technical drawings, development tools, techniques and any other business, product, research, development information of TCSS, as well as work results of TCSS services.

b.  The recipient undertakes to treat confidential information confidentially and not to disclose, disseminate, pass on or publish it and to prevent its unauthorised exploitation, passing on or publication with minimum the same degree of care as it takes to protect its own information of a comparable confidential nature.

c.  The obligation to maintain secrecy does not apply to information:
    i.   which are or become publicly known without breach of confidentiality (including disclosure by the disclosing party to a third party without confidentiality obligation), or
    ii.  which were already lawfully in the possession of the recipient prior to the transfer by the disclosing party, or
    iii. received by the recipient from a third party lawfully and without obligation of confidentiality, or
    iv.  which the recipient has independently developed or obtained without access to the confidential information.

d.  The Recipient shall be released from its obligation to maintain confidentiality with regard to assistants and deputies (persons bound by a service or work contract, freelancers and natural persons or companies acting in any other way on behalf of the Recipient) or subcontractors whom it uses. It has to completely bind the obligation of secrecy to these and is liable for their violation of the obligation of secrecy as for its own violation.

e.  The parties' obligations under this clause with respect to the disclosure of confidential Information shall terminate five (5) years after the termination of the business relationship. Exceptions exist in the case of statutory information obligations.

f.  TCSS is entitled to process personal data entrusted to it within the scope of the purpose of the contractual relationship. The Customer warrants to TCSS that all necessary measures have been taken for this purpose, in particular those within the meaning of the applicable data protection regulations (including in particular the EU Data Protection Basic Regulation and the Austrian Data Protection Act), such as declarations of consent by the parties concerned. The Customer undertakes to adequately inform its employees and other affected parties whose personal data it makes available to TCSS.

g.  TCSS does not undertake any examination of the legal admissibility of the data and content stored and processed for the Customer. The permissibility of the transmission of personal data as well as the processing thereof by TCSS shall be ensured by the Customer. This also applies if and to the extent that these data are changed or supplemented. The Customer undertakes to

The Customer undertakes to indemnify TCSS and its subcontractors against all claims by third parties based on the data stored by the Customer or processed on behalf of the Customer and to reimburse TCSS for any costs incurred as a result of possible infringements of the law. The foregoing obligations of the Customer shall not apply insofar as the Customer is not responsible for the infringement. TCSS shall be entitled to immediately interrupt the provision of services if there are reasonable grounds to suspect that the stored data are unlawful or infringe the rights of third parties. Such reasonable suspicion shall exist in particular when courts or authorities inform TCSS or its subcontractors thereof

h. The Customer is obliged to process any personal data received from TCSS exclusively in accordance with the applicable data protection regulations (including in particular the EU Data Protection Basic Regulation and the Austrian Data Protection Act).

i. The parties undertake to comply with the provisions of § 6 of the Data Protection Act (data secrecy) and to oblige their employees to do so. This obligation continues to exist even after the termination of the business relationship.

## 3. Non-solicitation clause

a. In the case of the provision of services by TCSS and/or its sub-contractors, mutual poaching of employees and freelancers shall be waived from the beginning of the provision of services until 12 months after the due date of the last service. In the event of an infringement, the payment of six gross monthly salaries of the poached employee to the losing contractor shall be agreed as a penalty.

b. The Customer undertakes not to enter into any kind of business relationship with subcontractors of TCSS during or up to one year after termination of this contractual relationship. In particular, the Customer shall not commission these persons and companies with such or similar consulting services that TCSS is also offering. In the event of an infringement, the Customer must pay TCSS 50% of the order amount or remuneration agreed for the poached goods within the relevant period.

## 4. Conclusion of a contract

Offers made by TCSS are subject to change without notice. Illustrations, drawings and brand information are not binding. Written form is agreed for the conclusion of a contract, so that it shall only be deemed concluded if the order of the purchaser or Customer is confirmed in writing by TCSS or actually fulfilled by TCSS. Verbally made ancillary agreements shall only be valid if their validity is confirmed in the form of a letter of confirmation. The fee for TCSS services is specified in the final confirmation letter for the order; any cost estimates are non-binding unless expressly agreed otherwise in writing.

## 5. Prices and terms of payment

a. The prices or fees quoted are those valid at the time the contract is concluded and are net amounts to which the statutory value-added tax and other charges and fees

prescribed by law or regulation are added. TCSS is entitled to increase its prices if, up to the time of performance or delivery, there is a change in the circumstances underlying the calculation of the prices, namely in cases of the subsequent introduction or increase of taxes, customs duties, public charges and freight, which directly or indirectly affect and increase the price of TCSS's deliveries. In the event that periodic payments are agreed, TCSS shall be entitled to adjust or increase the prices annually by twice the annual increase of the consumer price index.

b.  Unless other terms of payment are granted within the framework of an invoice, immediate cash payment without deduction shall be agreed as the term of payment. In the event that the payment term is exceeded, default interest in the amount of 12 % p.a. is agreed. In the event that a reminder of the outstanding amount proves to be necessary, TCSS shall be entitled to charge reminder fees in the amount of EUR 10 per reminder.  In the event of justified doubts regarding the creditworthiness of the purchaser or customer, TCSS shall be entitled to demand immediate payment of the outstanding claims despite any other agreed payment terms and to withhold any outstanding deliveries until the purchase price has been paid. If payment by instalments is agreed, the entire outstanding amount shall become due in the event of non-payment of even one instalment. Incoming payments shall initially be credited to costs, then to interest and then to principal in agreement with both parties to the contract. Irrespective of any other declaration of assignment by the purchaser or customer to the contrary, TCSS shall be entitled to set off incoming payments against the oldest debt. In the event of default in payment and in particular in the event of justified concerns about the creditworthiness of the purchaser or customer, TCSS shall be entitled to demand security together with interest and expenses.

c.  Any cash outlays, expenses, travel expenses, etc. incurred shall be reimbursed by the Customer immediately against TCSS's invoice.

d.  TCSS shall also be entitled to send invoices to the Customer in electronic form. The Customer expressly agrees that TCSS may send invoices in electronic form.

e.  The fees owed by the Customer or the obligation to pay them within the agreed period and/or at the agreed time are not dependent on the provision of the contractual services or the delivery of results (analyses, reports, recommendations, solutions or forecasts). Any existing right of retention on the part of the Customer with regard to outstanding payments is excluded.

6.  **Liability and Warranty**

a.  TCSS warrants, within the framework of the statutory provisions, that the contractual performance corresponds to what has been expressly agreed, unless otherwise provided in these GTC.

b.  With respect to the Software provided by TCSS, TCSS warrants that the Software and the methods used are in accordance with the generally accepted state of the art, if available without doubt. However, especially in the case of programming services and the provision of SaaS services, the occurrence of program errors cannot be completely ruled out. TCSS therefore does not guarantee that the software is completely free from errors,

but only for the fact that it in principle can be used within the framework of the contractual agreement. In addition, TCSS does not warrant results that do not meet expectations or the suitability of the software for a particular purpose. The Customer acknowledges that the quality of the results depends to a large extent on the quality of the previous surveys in cooperation with the Customer or on the Customer's own information/data, and the Customer undertakes to provide any support to TCSS that is necessary or reasonable for the contractual performance of the services.

c.  For contractual services for which there is no generally accepted state of the art or for which a certain result depends on circumstances which are not known to TCSS and/or its subcontractors, TCSS does not guarantee a certain success, but stands for an orderly and honest effort. The same applies if TCSS obtains a service from a subcontractor and the subcontractor is not responsible for a certain success of TCSS, and TCSS has informed the Customer accordingly; in particular, the inclusion of a supplement to these GTC shall be deemed to be corresponding information, which informs about or reproduces exclusions of liability and/or warranties assumed. With regard to the conduct of research agreed with the Customer, in particular the preparation of a report for the Customer in this context, it is expressly stated that TCSS owes a sincere effort, but is in no way liable for the completeness and correctness of the result. Furthermore, TCSS shall not be liable in particular for the complete detection or ascertainment of dangers, attacks, threats or circumstances relevant to the Customer or the Customer's complete defence capability in connection with attacks or threats of any kind.

d.  Any warranty claims shall be excluded if the Customer has not notified us in writing of any recognisable defects within a reasonable period of time, but at the latest within a period of 7 days after delivery or acceptance of the goods or the product or acceptance of the service.

e.  Any warranty claims shall be excluded if the Customer or third parties carry out modifications, interventions or repair attempts of any kind whatsoever on the subject matter of the contract on their own authority and without a corresponding written declaration of consent by TCSS. Furthermore, the warranty does not cover defects which are directly or indirectly attributable to the services of third parties who are not subcontractors of TCSS, or to incorrect information or faulty, untimely or omitted cooperation actions of the Customer or third parties commissioned by the Customer.

f.  If TCSS is obliged to remedy a defect due to the nature of the subject matter of the contract, TCSS undertakes to remedy the defect as quickly as possible. The Customer, on the other hand, is obliged to grant TCSS or its subcontractors the access necessary for remedying the defect and to permit all investigations and measures necessary for remedying the defect. If it is impossible for TCSS to remedy a defect as a result of a breach of the contractual partner's obligation to cooperate by the contractual partner, TCSS shall be released from its obligation to remedy the defect.

TCSS shall be liable to the Customer for any damages in accordance with the following provisions:

i. Liability for slight negligence is excluded. Liability for gross negligence is also excluded to the extent permitted by law.

ii. In any case, TCSS shall only be liable for typical, foreseeable and adequately caused damages. Liability for consequential loss, consequential damages, indirect loss, loss of profit, pecuniary loss and damage outside the risk context is excluded.

iii. In any case, the Customer must prove that the damage is due to the fault of TCSS.

g. If TCSS performs the work with the help of subcontractors and warranty and/or liability claims arise against these subcontractors in this connection, TCSS may assign these claims to the Customer by mutual agreement. In this case, the Customer shall give priority to these subcontractors.

h. Claims for damages by the Customer can only be asserted in court within six months of becoming aware of the damage and the injuring party, but at the latest within three years of the event giving rise to the claim.

i. The Customer shall be liable without limitation for any damages resulting from the violation of these GTC. This applies in particular to infringements of the protection of intellectual property and breaches of confidentiality. The Customer shall fully indemnify and hold TCSS harmless from and against any claims by third parties arising from violations of these GTC by the Customer.

## 7. Protection of intellectual property

a. The copyrights to the works created by TCSS and its employees and subcontractors (in particular quotations, reports, analyses, expert opinions, organization charts, programs, performance descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with TCSS. They may only be used by Customer during and after termination of the contractual relationship for purposes covered by the contract; for this purpose, TCSS grants the Customer a non-exclusive, non-transferable and non-sub-licensable right to use the work in question. However, this does not include any exploitation rights. In this respect, the Customer shall not without the express consent of TCSS be entitled to reproduce and/or distribute, make available, process, or otherwise use the work (the works), which is restricted by the authors, in any present or future way.

b. The Customer shall not be entitled to make the works, services, products or other services and work results supplied by TCSS available to third parties for use (against payment or free of charge, in any form whatsoever). This ban shall not apply to affiliated undertakings of the Customer. Under no circumstances shall unauthorised reproduction/distribution of the work give rise to any liability on the part of TCSS vis-à-vis third parties, in particular for the correctness of the work.

c. The Customer's breach of these provisions shall entitle TCSS to terminate the contractual relationship immediately and prematurely and to assert other statutory claims, in particular for injunctive relief and/or for damages.

d. The Customer remains the sole owner of his data. TCSS and its subcontractors acknowledge the full protection of the intellectual property rights of the data transmitted and processed by the Customer, respectively TCSS will transfer this obligation to subcontractors.

e. Some features of the works licensed under lit a of this clause 7 may use open source components. The licensing of open source software is not part of these GTC and is not covered by this clause 7. The Contractor is responsible for acquiring licenses for such open source software from the licensor of the open source software.

## 8. Subcontractors

TCSS is entitled, at its own discretion, to use one or more subcontractors for the provision of its services. TCSS is entitled to pass on to subcontractors all information and knowledge that is relevant, necessary or useful for the fulfilment of the contractual relationship with the Customer. There is no direct contractual relationship of any kind whatsoever between the subcontractor and the Customer.

## 9. Force majeure

If and as long as obligations cannot be fulfilled in due time or not properly due to force majeure, such as in particular war, terrorism, natural disasters, fire, strike, lockout, sovereign intervention, power failure, failure of means of transport, failure of telecommunication networks or data lines, this shall not constitute a breach of contract but shall release the parties from fulfilling their contractual obligations under the contract for the duration of the event. The party prevented from fulfilling the contract is obliged to notify the other party immediately, stating the circumstances preventing it from fulfilling the contract. In addition, it shall do everything in its power and economically justifiable to remove the obstacle to performance or acceptance without delay.

## 10. Term of contract

a. This clause applies to services provided within the framework of continuing obligations (in particular services and SaaS services). Contracts for deliveries shall end upon fulfilment.

b. If a term or an end date is specified for the provision of services, the contract ends at the end of the term or upon completion of the provision of the service. Unless otherwise agreed, the contract is for an indefinite period of time.

c. In the event of an indefinite contract term, the contract may be terminated by either party by giving three months' notice to the end of a period of one year, counted from the date of conclusion of the contract, in writing by e-mail to

office@tcss.eu. The conditions regarding time limits and termination shall only apply insofar as nothing to the contrary is agreed in the service descriptions of the subscribed services.

d.  Notwithstanding the foregoing, the Agreement may be terminated by either party at any time for important reasons without notice.   In particular, it is to be regarded as an important reason,

      i.  if a contractual partner violates essential contractual obligations or,

      ii.  if a contractual partner is in payment default after the opening of insolvency proceedings or,

      iii.  if justified doubts exist with regard to the creditworthiness of a contracting party over whom no insolvency proceedings have been opened, and the contracting party, at the request of TCSS, neither makes advance payments nor provides suitable security prior to TCSS's performance, and the poor financial circumstances were not known to the other contracting party when the contract was concluded or,

      iv.  if an application for the opening of insolvency proceedings is rejected due to the lack of cost-covering assets.

The extraordinary termination can be announced by each party in writing or by e-mail.

e.  If there is an important reason, further measures, such as in particular the deletion of content or the blocking of access, may be taken by TCSS or its subcontractors, irrespective of termination.

## 11. Final provisions

a.  The contracting parties confirm that they have given all information in the contract conscientiously and truthfully and undertake to inform each other immediately of any changes.

b.  According to EU Regulation (EC) 428/2009, the TCSS points out that the supply of dual-use products (products usable for both civil and military purposes) to third countries is subject to authorisation for all companies domiciled in the EU.

c.  Amendments to the contract and these GTC must be made in writing, as must a departure from this formal requirement. There are no verbal ancillary agreements.

d.  Austrian substantive law shall apply to this contract to the exclusion of the legal rules of international private law and the UN Convention on Contracts for the International Sale of Goods. The place of performance shall be the registered office of TCSS.

e.  In the event of disputes arising from this contract, also with regard to its validity, the contracting parties shall negotiate a conflict resolution with each other. If the negotiations are unsuccessful within 30 days, the parties agree the next step as a genuine attempt to resolve the conflict through mediation.  The recording of the conflict topics, the selection of mediators registered with the Federal Ministry of Justice (ZivMediatG) and the determination of the procedure will take place by mutual agreement. Each Contracting Party shall be free from the outset to terminate this mediation without sanctions in order to take any further legal action. The costs of mediation shall be borne by each party for itself.

For such disputes the competent court for Inner City of Vienna is the competent court.

### 12. Special part for the provision of services

**a. Obligation of the Customer to provide information / Declaration of completeness**

    i. The Customer shall ensure that the organisational framework conditions for the provision of the service at its place of business allow as undisturbed work as possible, conducive to the rapid progress of the consulting process.

    ii. Insofar as it is necessary for the provision of TCSS's services in accordance with this agreement, the Customer shall also inform TCSS comprehensively about previously performed and/or ongoing consultations - also in other fields - insofar as this does not conflict with any confidentiality obligations to which the Customer is subject; in such case, the necessary information shall be provided in anonymous or abstract form.

    iii. The Customer shall ensure that all documents necessary for the performance and execution of the service are submitted to TCSS in a timely manner, even without a specific request, and that TCSS is informed of all processes and circumstances relevant to the performance of the consulting assignment. This shall also apply to all documents, procedures and circumstances which become known only during TCSS's activities.

    iv. The Customer shall ensure that its employees and the employee representative body (works council) provided for by law and possibly established, are informed of TCSS's activities prior to their commencement.

**b. Reporting / Obligation to report**

    i. The TCSS undertakes to report continuously on the progress of the work as appropriate.

    ii. Depending on the type of service, the Customer will receive any final report within a reasonable time, i.e. within two to four weeks after completion of the order, unless otherwise agreed.

    iii. TCSS is not bound by instructions in the production of the agreed work and acts at its own discretion and responsibility. It shall not be bound to any particular place of work or working time.

**c. Remuneration**

    i. If the agreed service is not performed or is not completed (e.g. the creation of a report, a research) for reasons on the part of the Customer or due to a justified premature termination of the contractual relationship by TCSS, TCSS retains the right to payment of the entire agreed fee less saved expenses. In case of the agreement of an hourly fee, the fee is for the number of hours,

that was to be expected for the entire agreed work, less the expenses saved. The saved expenses are agreed at a flat rate of 30 percent of the fee for those services which TCSS has not yet provided by the date of termination of the contractual relationship.

ii.  In the event of non-payment of interim invoices, TCSS shall be released from its obligation to provide further services. The assertion of further claims resulting from non-payment shall not be affected thereby.

**13. Special part for the distribution of software and cyber security products**

    a.  Goods delivered by TCSS shall remain the property of TCSS until full payment of the remuneration owed, including any interest on arrears and reminder charges. For the duration of the retention of title, the purchaser or Customer shall not be permitted to dispose of the goods in legal transactions which could thwart the reserved property of TCSS; in particular, the goods may not be sold, pledged, transferred by way of security, leased or otherwise made available to third parties for use. If the goods subject to retention of title are processed, mixed or combined with material owned by the buyer or Customer, it shall be agreed that the ownership of the seller subject to retention of title shall not expire but that co-ownership shall arise in proportion to the contributions to the newly created item. In the event of non-payment of the purchase price, the purchaser or Customer undertakes to transfer its co-ownership share resulting therefrom to TCSS as security for the remaining purchase price claim.

    b.  Delivery dates and delivery periods are in the absence of a written confirmation subject to change without notice. If a delivery date or a delivery period has been agreed, this period shall commence on the day TCSS accepts the order. Delay in delivery up to a delay period of 4 weeks does not entitle the buyer or Customer to withdraw from the contract or to assert claims for damages under the title of delay in performance. This applies even in the event that delivery periods or delivery dates have been expressly agreed. If the purchaser or Customer refuses to take over the goods, TCSS shall be entitled to store and insure the goods in the name, at the risk and at the expense of the purchaser or Customer and to dispose of the goods at its own discretion after expiration of a written limited request to the purchaser or Customer, without prejudice to the right to payment of the purchase price.

    c.  When the object of purchase is handed over to the forwarding agent or carrier, but at the latest when it leaves the warehouse or factory, the risk of destruction of the object of purchase shall pass to the purchaser or Customer, even if TCSS has agreed to deliver the object of purchase to an agreed destination.

**14.** **Special part for the distribution and deployment of SaaS products**

    **a.** **Definitions:**

        i. **"Customer"** means the natural or legal person who, based on a contractual agreement, lawfully obtains one or more services via a SaaS platform provided by TCSS.

        ii. **"Software as a Service"** or **"SaaS"** for short is a model of software distribution in which the seller or service provider makes the software available to the Customer via a network, typically the Internet, and takes over the software hosting or software maintenance itself.

        iii. **"SaaS Platform"** or **"Platform"** means the server of the Provider or the server of a third party used by the Provider to enable access to and use of IT services, so-called "Software-as-a-Service" services, and related information.

        iv. **"SaaS Service"** or only **"Service"** means, within the scope of this Agreement, a predefined SaaS information technology service provided through the SaaS Platform. The specific performance of each service is defined by a corresponding, pre-formulated service description. Within a service, individual service packages are defined in concrete terms that are characterized by different scope of services within the service offered.

        v. **"Subscription"** is the contractually secured right to receive similar services, in this case SaaS services, to the extent agreed in terms of content and time in accordance with the service description. The rights to use the SaaS Services are sold as "User Subscriptions" and may not be obtained by more than the intended number of Users.

        vi. **"Order"** means the process by which the Customer makes a binding order for one or more Services.

        vii. **"Activation"** means the release or provision of services by TCSS.

    **b.** **Contractual object**

        i. TCSS or its subcontractors provide SaaS services for the Customer via the Internet. The object of the contract is the provision of SaaS services and data as well as information in connection with these services via the Internet for use by the contractor in accordance with the respective service description of the subscribed service against payment for the duration of this contract.

        ii. The subject matter of the contract as well as the terms of payment are derived from the agreements made in the service descriptions, service packages and price lists of the subscribed services. These GTC apply subsidiarily.

iii. In principle, there is no claim for the development of separate programs or the modification of standard software for special requirements, unless agreed in writing in an individual contract.

iv. The service is used by logging on to the platform. The Customer himself is responsible for the retrieval of the available services and information.

v. TCSS shall make the services available as "Software-as-a-Service" in accordance with the respective service descriptions of the services themselves and the service packages within the services and shall take appropriate measures to keep these services constantly available. However, one hundred percent availability cannot be guaranteed. In particular, maintenance, security or capacity requirements as well as events that are not within the sphere of TCSS may lead to interruptions or a temporary suspension of the service.

vi. The basic functionality of the services is continuously monitored. Reactions shall be made to serious errors that make use impossible or at least severely restrict it, insofar as other capacity utilisation permits, on an ongoing basis during normal business hours (Monday-Friday 9-17 hrs) from the time of information by the Customer or knowledge of TCSS. Shorter reaction times only exist based on the service descriptions of the respective services or service packages.

vii. TCSS reserves the right to change the equipment used to provide the services at its own discretion if no significant impairment of the services is to be expected.

viii. Services provided by TCSS which the Customer makes use of beyond the agreed scope of services shall be remunerated according to actual expenditure at the valid rates. This includes in particular the analysis and elimination of disturbances and errors caused by improper handling by the Customer or other circumstances for which TCSS is not responsible. Training services also require a separate agreement and are generally not included in the scope of services.

c. **Warranty**

i. TCSS shall not be liable for brief server failures or transmission faults, data losses, the incorrect functioning of individual programs, in particular if this is caused by a misconfiguration on the side of the Customer.

ii. Defects that render the contractual SaaS service unusable shall only entitle to a reduction in remuneration or extraordinary termination if all of the following conditions are met:

1. The defect lies within the sphere of TCSS or its subcontractors,
2. TCSS has been notified of the defect in writing or electronically by e-mail within two weeks of becoming aware of the defect, giving precise details and descriptions of the defect.

**d. Obligations of the Customer to cooperate and support**

i. The Customer undertakes to support all measures taken by TCSS and its subcontractors which are necessary for the performance of the services and, furthermore, to take all measures necessary for the performance of the services which are not included in the scope of services of TCSS. The Customer shall perform all its obligations to cooperate in a timely manner so that TCSS is not hindered in the performance of its services. The support and cooperation by the Customer is generally free of charge. In particular, the obligations of the Customer are the following:

1. The Customer itself is responsible for entering and maintaining the data required for the use of the services.
2. If the Customer is unable to independently enter and maintain its data for reasons within the sphere of TCSS or its subcontractors, or if this has been contractually agreed, the Customer shall provide TCSS with all information, data and documents required by TCSS for the execution of the order in the form required by TCSS on the agreed dates and at its own expense, and shall support TCSS between its subcontractors in problem analysis and troubleshooting.
3. When using the content and software of TCSS and its subcontractors, the applicable laws and all rights of third parties must be observed. It is particularly prohibited by law to use contents protected by copyright, trademark or patent law without corresponding authorisation. Furthermore, the use of software or scripts in connection with the use of the software of TCSS and its subcontractors in violation of the agreement or in violation of the law is prohibited.
4. The Customer is obliged to protect access to the software by unauthorised third parties. To this end, it is obliged to keep its access data secret from third parties and to conclude appropriate confidentiality agreements with its employees and clients.
5. The Customer shall provide a network connection at its own expense and risk.