

General Terms and Conditions of adremes GmbH & Co. KG

Status as at: Mai 2019

General Terms and Conditions of adremes GmbH & Co. KG

The following General Terms and Conditions (hereinafter GTC) apply exclusively to all offers made by

adremes GmbH & Co. KG

Alstertor 9

20095 Hamburg

vis-à-vis entrepreneurs as defined in sections 14, 310 (1) German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

Status as at: 01.04.2019

Part A

General

These General Terms and Conditions of Part A shall apply equally to the types of contract explained in the following sections:

Part B - Consulting

Part C - Software Rental

Part D- Software Maintenance, Servicing and Support Agreements

The following general provisions apply to the type of contract for which they are applicable. In the event that the Contracting Parties agree upon services that cannot be assigned to one of the aforesaid types of contract, these shall be classified as legally independent, even if they are included in the contractual agreements of the Parties. The following General Terms and Conditions shall not apply to these agreements.

Section 1 Scope of Application

These Conditions are applicable between adremes GmbH & Co. KG and the Licensee. They constitute the sole commercial basis for all - including future - transactions, notably in the form that is valid at that time.

General terms and conditions of business or purchase of the Licensee are not the subject matter of the contractual relationship between the Parties; not even through a tacit agreement. Accordingly, there is no need for adremes GmbH & Co. KG to object to deviating terms and conditions of the Licensee.

Section 2 Liability

Outside of the warranty, adremes GmbH & Co. KG shall only accept unlimited liability for damages caused by intent or gross negligence of the legal representatives or senior employees of adremes GmbH & Co. KG or if they were caused by serious organisational fault:

- These are limited to damages that are typical and foreseeable due to the contractual use of the contract software,
- for damages resulting from culpable breach of essential contractual obligations,
- for damages that were caused by gross negligence or intent of vicarious agents of adremes GmbH & Co. KG without violation of essential contractual obligations,
- insofar as frustration or initial inability exists.

Liability for slight negligence (inter alia for remote consequential damages) is limited to half of the contractual remuneration for each individual claim.

Liability for the lack of a warranted characteristic, fraudulent intent and personal injury - even as a result of defects - shall remain unaffected.

Any contributory negligence on the part of the Licensee, e.g. inadequate provision of cooperation services, organisational errors or inadequate backup of data, shall be attributed to the Licensee.

adremes GmbH & Co. KG shall only be liable for the recovery of data in software installations or on the Licensee's computers if the customer has taken all customary and appropriate data backup precautions and the customer ensures that the data can be reconstructed from data material held in machine-readable form with reasonable effort.

The customer undertakes to notify adremes GmbH & Co. KG of any damages as defined in the above liability regulations in writing without undue delay. These damages shall be documented so that adremes GmbH & Co. KG have been informed as early as possible and may be able to mitigate the damage in joint cooperation with the Licensee.

If a maintenance service of adremes GmbH & Co. KG is governed by the Contract between the Parties, the following shall apply:

The Licensee shall not be entitled to a claim under liability if a maintenance service cannot be carried out on an agreed date or if the start of a maintenance service is considerably delayed and the reasons for this are beyond the sphere of influence of adremes GmbH & Co. KG.

Section 3 Secrecy, Confidentiality, Data Protection

Insofar as the Contract between the Parties addresses data protection regulations, the following shall apply:

When accessing protected data as defined in the German Data Protection Act (*Bundesdatenschutzgesetz, BDSG*), adremes GmbH & Co. KG shall conclude a separate contractual agreement with the Licensee as laid down in the General Data Protection Regulation (GDPR). The customer shall cooperate as necessary in this regard.

In principal, adremes GmbH & Co. KG does not wish to learn trade secrets. Insofar as adremes GmbH & Co. KG must learn trade secrets from the Licensee in order to be able to provide the agreed service, the Licensee shall expressly disclose such information as a trade secret to adremes GmbH & Co. KG.

Conversely, adremes GmbH & Co. KG undertake to treat such information as confidential.

Insofar as data that are subject to the protection of the GDPR must be transmitted or processed for the execution of the Contract, adremes GmbH & Co. KG undertake to conclude a Commissioned Processing Agreement.

Furthermore, the Licensee is responsible for the compliance with the laws and regulations on data protection and data security.

The Licensee and adremes GmbH & Co. KG undertake to maintain strictest secrecy about the negotiated prices and conditions of the Contract and shall not pass them on to third parties, with the exception of consultants (tax consultants, attorneys) working for them. A contractual penalty of 10,000 euros is agreed for each case of culpable violation of the confidentiality agreement. The contractual penalty agreement shall not impair the assertion of further damages.

The Licensee undertakes to implement and create data backups on a regular basis. The data backup comprises the entire software system and the regular backup of master and transaction data and shall be carried out in accordance with the principles of good data processing.

Section 4 Remuneration

The customer shall pay the agreed remuneration to adremes GmbH & Co. KG.

Unless otherwise agreed, the Licensee shall remunerate additional services of adremes GmbH & Co. KG (e.g. requests for additions and change requests of the Licensee) according to time spent as per the current price list of adremes GmbH & Co. KG.

Travel time equals working time. Travel costs and expenses - unless otherwise described in the offer - are incurred as required and subsequent to prior consultation with the Licensee. Travel costs and expenses shall be borne by the Licensee and invoiced separately upon presentation of proof.

Section 5 Place of Performance

In principle, the place of performance is the registered office of adremes GmbH & Co. KG. The Licensee shall reimburse any journeys, which employees of adremes GmbH & Co. KG are required to make to the Licensee or to other locations desired by the Licensee, separately with regard to the time spent as well as the travel costs and expenses. The requirement for individual trips shall be agreed between the Contracting Parties.

In the event of services provided by adremes GmbH & Co. KG as software rental / "Software as a Service" - hereinafter referred to as SaaS - the place of performance of the service is the point of transfer of the data to the public Internet by the data centre used by adremes GmbH & Co. KG.

Section 6 Interfaces to Third Party Systems

Unless otherwise agreed, only the current version of the adremes API will be made available. Other interfaces to third-party systems are not included in adremes' services. Interfaces to third-party systems shall only be owed if they are expressly stipulated in the offer. Otherwise, interfaces shall only be owed if the creation of such interfaces has been expressly agreed.

Section 7 Maturity

a. The following shall apply to rental agreements and other service agreements:

If the software rental and/or support services are the subject matter of the Contract between the Parties, the following shall apply: The remuneration is stipulated in the offer/order confirmation and is payable monthly in advance.

b. Consulting Agreements

If a consulting service is the subject matter of the Contract, the daily rate as per the relevant current price list of adremes GmbH & Co. KG shall apply. An advance payment of 30% of the agreed consulting days is due upon conclusion of the Contract, the remaining amount is due upon completion of the work.

c. VAT

All of the amounts reported by adremes GmbH & Co. KG are subject to the current statutory value added tax. The Licensee shall bear all bank charges arising from payments.

In deviation of section 288 German Civil Code (BGB) and section 352 German Commercial Code (HGB), interest at a rate of 8% above the respective base interest rate of the European Central Bank shall be payable in the event of default of payment.

adremes GmbH & Co. KG reserve the right to adjust the remuneration of continuing obligations with a notice period of three months in the event of a change in cost factors. In the event of an increase in costs, the customer shall be entitled to terminate the Contract by giving one month's notice to the end of the month before the fee increase comes into effect.

Section 8 Term of Contract/Termination

Unless otherwise agreed, rental, servicing, software maintenance and support agreements are concluded for an indefinite period.

If no inception date is specified in the offer, the Contract shall commence, at adremes' discretion, upon handover and/or acceptance, the connection to the test/live system or the transfer of the access data. Unless otherwise agreed, the Contract may be terminated by either Party with six months' notice to the end of the year.

The right to a termination without notice for cause shall remain unimpaired. In particular, adremes GmbH & Co. KG shall be entitled to an extraordinary termination if the Licensee defaults on the payment of the remuneration for more than one month.

Notices of termination must be given in writing by registered letter/acknowledgment of receipt.

Section 9 Miscellaneous

These aforesaid and subsequent General Terms and Conditions conclusively represent the agreements of the Parties. Deviating or supplementary conditions and changes to these Conditions, including to this written form clause, shall only apply if they are agreed in writing. Oral side agreements are invalid.

The customer is not entitled to exercise a right of retention against adremes GmbH & Co. KG from another claim which has not arisen from this Contract. The customer can only offset such claims against adremes GmbH & Co. KG that are undisputed or have been established with legal effect.

The invalidity of one or more provisions of this Contract shall not impair the validity of the remainder of the Contract. The Contracting Parties undertake to replace the invalid provision with a valid provision that comes closest to the economic purpose pursued by the invalid provision. Until such time, the invalid provision shall be replaced by a provision that comes closest to the economic intention and purpose of the invalid provision. The same applies in the event of a gap in the Contract that requires regulation. The transfer of the rights and obligations under this Contract to a third party requires the consent of adremes GmbH & Co. KG.

The place of fulfilment for all services under the Contract of the Parties, including for the services of the suppliers of adremes GmbH & Co. KG, is the registered office of adremes GmbH & Co. KG.

The exclusive place of jurisdiction for all disputes arising from this contractual relationship is the registered office of adremes GmbH & Co. KG. German law applies.

Part B

Consulting Agreement

B - Section 1 Offer and Conclusion of Contract

The scope of services and the services proposed are defined in the offer submitted by adremes GmbH & Co KG. The present offer shall be signed by the Licensee/client and returned to adremes GmbH & Co KG. The signed offer for the proposed service is binding upon both Parties. adremes GmbH & Co. KG consider themselves to be bound by the proposed service, including the conditions and payment arrangements, for a period of 4 weeks.

B - Section 2 Documents Provided

(1) In the event of the conclusion of a service contract, both Parties undertake to maintain absolute confidentiality. This obligation to maintain confidentiality shall apply to the performance of the services themselves and to their results. The written documents of the consultation are generally only intended for the Licensee/client and are subject to copyright. Any use outside the business environment of the Licensee/client or any publication of the results in whole or in part is only permitted with the written consent of the author. Insofar as the Licensee/client does not accept the offer of adremes GmbH & Co. KG within the period specified in Section 1, these documents must be returned to adremes GmbH & Co. KG without undue delay.

(2) The Licensee/client undertakes to provide all documents necessary for the provision of the service. The Licensee/client also undertakes to ensure the cooperation of all necessary employees. Naturally, new information that arises during the period of performance must also be reported to adremes GmbH & Co. KG without undue delay.

B - Section 3 Reporting/Performance

A report on the service offered is provided at regular intervals. The Licensee/client is kept regularly informed about the progress. Upon completion of the service, the Licensee/client shall be given a final report in oral or written form, depending on the arrangement made in the offer.

B - Section 4 Delivery Term/Completion

The delivery/completion of the services offered by adremes GmbH & Co. KG requires the prompt and proper fulfilment of the obligations on part of the Licensee/client stipulated in **B Section 2** and **B Section 3**. The right to plead non-fulfilment of contract remains reserved.

Subject to the written acceptance of the offer, the proposed service shall be complete on the date agreed in the offer.

If the Licensee/client is in default of acceptance of the owed service or if it culpably violates other cooperation obligations, adremes GmbH & Co. KG shall be entitled to demand compensation for the resulting damage, including any additional expenditure. Further claims shall remain reserved. The Licensee/client shall be entitled to prove that no damage at all or at least considerably less damage than claimed has been incurred. The risk of accidental loss or accidental deterioration of the service owed shall pass to the Licensee/client at such time at which the Licensee/Client is in default of acceptance or in debtor's default.

Further statutory claims and rights of the Licensee/client due to a default in the provision of the owed service shall not be impaired.

B - Section 5 Delegation/Instruction of Third Parties

adremes GmbH & Co. KG shall also be entitled to perform the services offered with the assistance of third parties. In this respect, the confidentiality clauses in **B - Section 2 (1)** apply.

Personal data shall be stored and used exclusively in accordance with the provisions of the Federal Data Protection Act of the Federal Republic of Germany.

Part C

Software Rental

adremes GmbH & Co. KG shall exclusively rent standard software of their own production to the Licensee under the following conditions. The provision of the software is exclusively made by way of SaaS (Software as a Service). adremes GmbH & Co. KG shall provide the system stipulated and described in the offer/order confirmation to the Licensee for use via the Internet.

The system is operated by adremes GmbH & Co. KG on servers within the EU. The customer shall be given the non-exclusive and non-transferable right to access the software by means of an access with a login and an Internet connection and to use it for his own business purposes for the duration of this Contract. The customer is responsible for the Internet connection between the Licensee and the computer centre and the hardware and software required in this regard (e.g. PC, network connection, browser). The right of use is limited to the number of licenses/authorised persons desired by the Licensee with the number of their transmission channels/available frequencies. The units of use are specified in the offer/order confirmation.

Unless otherwise agreed, the transfer of use or provision of the Service to third parties is prohibited.

C - Section 1 Subject Matter of the Contract

The contracts concluded between the Contracting Parties are rental agreements. The mutual obligations arise exclusively from the following provisions, which are not affected by the Licensee's financing agreements with third parties.

In particular, the Licensee's payment obligation shall remain in full. The features of the software and the conditions of use derive from the Licensee's pre-contract offer or his technical releases and specifications. Further details regarding the features and conditions of use can be found in the functional documentation.

Warranted characteristics as defined in section 536 II BGB only include such characteristics within the meaning of these provisions that have been warranted by adremes GmbH & Co. KG in writing.

The copying of the documentation and the software, or the data provided by the software and also the technical descriptions is only permitted within the framework of the intended use of the software. If the use of the system requires an installation at the Licensee's premises this shall be carried out by the Licensee, who may also instruct third parties for this purpose - unless otherwise agreed. adremes GmbH & Co. KG is prepared to train the Licensee with regard to the function and operation of the goods against payment as per the current price list of adremes GmbH & Co. KG. This training shall be agreed separately.

C - Section 2 Cooperation Duties of the Licensee

The customer undertakes to check the system for proper functioning without undue delay upon receipt/access. The customer shall notify adremes GmbH & Co. KG of any defects in the system, if possible in writing without undue delay and, if requested by adremes GmbH & Co. KG, the customer shall notify adremes GmbH & Co. KG in writing retrospectively. If adremes GmbH & Co. KG must work on the system in order to eliminate defects, the customer shall give such personnel unrestricted access to the premises and the system itself, provide the necessary documents, e.g. including fault protocols or log book, and provide suitable rooms, equipment, computing time and personnel for information promptly and as required.

The point of transfer of the software services to the Licensee is the connection from the computer centre to the general Internet. adremes GmbH & Co. KG are not liable for connection interruptions due to general Internet malfunctions or connection problems on part of the Licensee.

C - Section 3 Licences

Licences are defined as the number of authorised persons created with the number of their transmission channels/available frequencies. The criterion for the classification as a transmission channel/available frequency is the possibility of booking different advertising. If the program that is transmitted with the same content can be provided and booked with different commercials, for instance, depending on the recipient or regional reference, this constitutes multiple transmission channels/available frequencies. The number of transmission channels/available frequencies arises from the number of booking options for the same advertising period in the program.

The licenses are granted specifically to the Licensee and are non-transferable - unless otherwise agreed.

By default, only simple, time-limited usage rights to access the server are acquired. Extensions of licenses such as the number of installations of modules, clients, concurrent user licenses or server licenses require a separate agreement.

C - Section 4 Warranty

adremes GmbH & Co. KG shall be liable for such defects which more than insignificantly reduce or terminate the suitability of the system for normal or contractually presumed use or which more than insignificantly impair the value of the system. adremes GmbH & Co. KG shall not be liable for installation or operating errors or for lack of data backup on part of the Licensee.

If the Licensee becomes aware of a defect, he shall notify adremes GmbH & Co. KG of this defect, if possible in writing or by email without undue delay, if applicable in writing retrospectively and, if possible, stipulate the nature and effect of the defect and under what circumstances it occurs. If the customer is unable to demonstrate the defect to adremes GmbH & Co. KG during the fault analysis work of adremes GmbH & Co. KG, thus if the defect cannot be reproduced at that time, the customer shall give adremes GmbH & Co. KG the opportunity to observe the functions themselves. If necessary the customer shall tolerate the use of a monitoring software for logging purposes, even if the runtime behaviour of the entire system should suffer somewhat or even more as a result.

Subsequent to a notification of defects by the Licensee, adremes GmbH & Co. KG shall make every effort to analyse and then remedy a defect. In the event that a defect is reported to adremes GmbH & Co. KG, adremes GmbH & Co. KG shall be entitled to remedy the defect, notably by replacing a relevant function or function groups.

The Licensee's claims under warranty shall lapse if the customer or a third party has made changes to the system without the express written consent of adremes GmbH & Co. KG. This shall not apply insofar as the customer can demonstrate and prove that the changes have no relevance to the faults and/or defects that have occurred and do not significantly impede the analysis and remedying of defects. The warranty obligation on part of adremes GmbH & Co. KG shall also lapse if the customer uses the system with another environment or accessories than those released. The exculpation possibilities according to the above clause shall also apply analogously here.

C - Section 4 Term of Contract/Termination

Unless otherwise agreed between the Parties, the contractual relationship is concluded for an indefinite period. The notice period for both Parties is 6 months to the end of the year. The right to extraordinary termination for cause remains in force.

Cause exists in particular if the customer is more than one month in arrears with the payment of the monthly instalment of the monthly licence fee over two consecutive months or is two months in arrears with the payment of the licence fees in total.

C - Section 5 Hosting / Data Hosting

Insofar as the software, parts of the software and/or data of the Licensee are stored on computers of adremes GmbH & Co. KG or their representatives, adremes GmbH & Co. KG guarantee a 99.5% availability of data and software. adremes GmbH & Co. KG further undertake to make the software and/or the data accessible to the Licensee via the Internet.

adremes GmbH & Co. KG continuously monitor the connection of the server to the transfer point of the public network (WAN). adremes GmbH & Co. KG shall not be liable for interruptions to the data connection that are not within their sphere of influence.

Insofar as adremes GmbH & Co. KG provide data hosting, adremes GmbH & Co. KG undertake to maintain strictest secrecy with regard to all confidential procedures that they become aware of in the course of the preparation, execution and fulfilment of the Contract.

The customer shall be entitled to demand proof of a contractually compliant and sufficient data backup from adremes GmbH & Co. KG at any time. In any case, the customer remains the sole owner of the data and can therefore demand the surrender of individual or all data at any time, without adremes GmbH & Co. KG being entitled to any right of retention. The surrender shall take place by the handover of a data carrier or the electronic dispatch via a data network. The customer shall not be entitled to also receive the software that is suitable to use the data.

adremes GmbH & Co. KG undertake to take precautions against the unauthorized access of third parties to the data. For this purpose, adremes GmbH & Co. KG regularly perform backups, check the data of the Licensee and install firewalls, virus walls, virus scanners etc.. Access data used for protected access to the data must not be made accessible to unauthorised third parties. The customer shall be liable for any damage incurred by the Licensee as a result of the culpable transfer of the access data.

Part D

Agreements for Software Maintenance, Servicing and Support Agreements

D - Section 1 Subject Matter of the Contract

The subject matter of these agreements is the software maintenance, servicing and support agreement for the system licensed to the Licensee for use by adremes GmbH & Co. KG as well as the support of the user during the provision/use of the software.

adremes GmbH & Co. KG maintain the system specified in the offer (contract software), which forms an integral part of the Contract. Framework parameters such as the start of the contract, requirements, in particular regarding the operating system and the required software environment, as well as the currently applicable remuneration and the contact persons of both Contracting Partners, are specified in the offer/order confirmation.

Definitions

The terms used in this Agreement are defined as follows:

- "Minor Version/Release": An improved, possibly slightly enhanced, contract software. It is identified by the increasing first digit after the decimal point of each program module, e.g. from 5.0 to 5.1.
- "Patch Version/Release": Modification of the contract software that contains only bug fixes. It is identified by the increasing second digit after the decimal point of each program module, e.g. from 5.0 to 5.01.
- "Major Release": Significantly modified contract software with enhanced functionality. It is identified by the increasing digit before the decimal point of each program module, e.g. from 5.0 to 6.0.
- "Update": Change from an older to a newer release of the same product on the same platform. Maintenance releases and minor versions/releases are referred to as updates.
- "Upgrade": Change from an older to a newer release of the same product on the same platform. Major releases are referred to as upgrades.
- "Trade Up": A change in the operating system and/or hardware platform and a change to the license with regard to the number of installations.

D - Section 2 Scope of Performance

Unless otherwise agreed in the offer, adremes GmbH & Co. KG shall provide the following services for the listed system:

Software Maintenance

Insofar as a handover is owed - adremes GmbH & Co. KG shall provide to the Licensee a new version of the system in the form of updates on the agreed data carrier after the general release by adremes GmbH & Co. KG.

Servicing

adremes GmbH & Co. KG provides servicing. The customer shall ensure, as required, that a qualified employee of the Licensee is available for support during the performance of software maintenance services.

Support

The customer shall designate two contact persons for the use of the support service. adremes GmbH & Co. KG advise and support the Licensee by telephone during the normal business hours of adremes GmbH & Co. KG in case of system problems, which must be described accurately by the Licensee, so that the customer is able to correct or circumvent minor errors by himself on the basis of the information provided by adremes GmbH & Co. KG as far as possible (support service). adremes GmbH & Co. KG shall also answer questions of the Licensee which are not inherent to the system but occur as a result of operating errors on part of the Licensee.

D - Section 3 Services Not Included

The following items are expressly not included in the scope of performance of the Contract. These services must be agreed separately between the Parties.

Upgrades

New Modules

Delivery of new modules, which adremes GmbH & Co. KG distributes after the provision of the contract software.

Installation

Support to the Licensee during the installation of the software developed by adremes GmbH & Co. KG as well as the execution of instructions and training courses.

Transport and Travel Costs

Costs incurred by adremes GmbH & Co. KG for transport and travel activities.

Third-Party Systems Interfaces

The Licensee is aware that the maintenance of third-party systems interfaces is not included in this service (see Part A section 6). The maintenance of the interfaces is carried out by the manufacturers of the third-party systems. The Licensee commissions the creation and maintenance of the interfaces of the respective third-party systems.

D - Section 4 Object of Maintenance – Latest Version

The duty of adremes GmbH & Co. KG to provide the contractual maintenance service refers to the latest release.

If the customer has installed an older version of the contract software at his premises and/or if such use has been enabled, adremes GmbH & Co. KG may refuse performance in accordance with these Conditions. The customer shall always install, examine and check new programs provided to him and, if applicable, report any defects that may occur without undue delay.

In this respect, the customer undertakes to install and use new programs at his premises as far as these do not contain faults that are not completely insignificant, and insofar as adremes GmbH & Co. KG do not remedy these at short notice. Otherwise, the customer is entitled to reset the contract software to an earlier state and to use it in this state until adremes GmbH & Co. KG verifiably provide a substantially fault-free, new version. This shall not apply if the faults are attributable to the interfaces of third parties.

Software modified by the Licensee or third parties shall only be subject to maintenance if and insofar as adremes GmbH & Co. KG have agreed to the modification in writing with a reference to the modification of the software maintenance contract.

D - Section 5 Cooperation of the Licensee

The Licensee shall ensure that all cooperation services of the Licensee or his vicarious agents required for the performance of the maintenance are provided promptly and free of charge for adremes GmbH & Co. KG, e.g. employee information, protocols, hard copies, tests, key data for tests, possible monitoring, program and data inventories.

If necessary, the customer shall provide all necessary devices and programs for the remote connection to adremes GmbH & Co. KG and maintain them at his own expense.

D - Section 6 Qualification of the Cooperation

Cooperation obligations are essential obligations on part of the Licensee. If the Licensee does not meet his obligations to cooperate or does not do so within the time limit and to an adequate extent, adremes GmbH & Co. KG shall be released from their obligation to provide the maintenance service.

In the event of error messages, the customer shall provide all necessary documents and information that adremes GmbH & Co. KG requires for the fault diagnosis and remedy, and, if necessary, he shall grant access to the rooms, computers and contract software as a minimum during normal business hours.

The customer shall make every effort to support adremes GmbH & Co. KG in the search for the cause of the malfunction.

The customer shall provide access to the system of adremes GmbH & Co. KG as well as suitable personnel and computing times at his own premises, if necessary, if adremes GmbH & Co. KG carry out the maintenance service at the Licensee's premises. The customer shall then ensure that the persons instructed to carry out the maintenance of the software maintenance service of adremes GmbH & Co. KG are granted access to the relevant computers and the system at the agreed time.

D - Section 7 Exclusion of Performance

Servicing is excluded in the event of:

- software problems and data transfer problems resulting from the Licensee's conditions of use being modified to the extent that they no longer correspond to the conditions of use under which the contractual products were originally used. Such changes particularly concern the hardware, operating systems, the use of additional software and the connection to the Internet;
- contractual products changed, modified or combined with or connected to other software or SaaS services not covered by the Contract, unless this is permissible under the agreements for the software or is not the cause of the software problem;
- products that have not been registered with adremes GmbH & Co. KG;
- software or transmission problems caused by negligence or any other culpability on part of the Licensee;
- software errors or data errors that can no longer be reproduced.

-----End of the General Terms and Conditions-----