



General Terms and Conditions – Licensing agreement Web Application

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1. DEFINITIONS AND INTERPRETATION OF TERMS

- 1.1. The Company means the business corporation Hazcalc B.V., Chamber of Commerce number 80658253, with its registered office at Stobbenakker 32, 7391 LZ Twello in The Netherlands.
- 1.2. The Customer means any person from a business corporation or natural person conducting a business who purchased and/or uses the Web Applications and specific the online Hazcalc software application of the Company.
- 1.3. The Web Applications means a data file, including the software of the Company and also all versions that have been available for the Customer by the Company. The Web Application is not the subject of purchase; only the right to use it (the licence) is provided.
- 1.4. The Product is a collective term for the Web Applications and the Services of the Company. Up-to-date information on the various Products is available on the Company website. In the event of any questions about the Products, the Customer can also contact the Company by a webforms on the Company's website.
- 1.5. The Licensing Agreement means an Agreement between the Company and the Customer, under which the Customer is granted a licence for the Web Application. The Licensing Agreement is formed by the purchase of a license and payment of it. These General Terms and Conditions forms an integral part of the License Agreement.
- 1.6. A Demo License is a free trial period during a certain amount of time where to use of the Web Application has some limitations, not further specified within this GTC
- 1.7. The Parties mean the Company on the one hand and the Customer on the other
- 1.8. The Contractual Relationship means a legal relationship between the Company and the Customer established by the Licensing Agreement.
- 1.9. The Price List means a list of prices of the Web Applications of the Company. An up-to-date version of the Price List is always available on the Company website and. All Product prices exclude VAT unless explicitly stated otherwise. The Price List is an integral part of the General Terms and Conditions – Licensing agreement Web Application.
- 1.10. The Company Account means the account with IBAN NL69 RABO 0360 8360 97, SWIFT/BIC RABONL2UXXX numbers.
- 1.11. The GDPR means the Regulation of the European Parliament and Council (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (Data Protection Directive) and other relevant legal regulations related to the personal data protection valid and effective in the Czech Republic.
- 1.12. Customer Competence means the knowledge and experience the user of the software has in relation to Hazardous Area Classification.

2. INTRODUCTORY PROVISIONS

- 2.1. The following General Terms and Conditions – License Agreement Web Application of the Company (hereinafter the "GTC") form an integral part of the Licensing Agreement and govern the rights and obligations of the Parties arising in connection with the Licensing Agreement or the use of the Web Application.
- 2.2. By entering into the Licensing Agreement, the Customer expresses its consent to all the provisions of the present GTC. Provisions of the order diverging from those laid down in the GTC take precedence over the provisions of the present GTC.

2.3. So as to avoid doubt, the Parties acknowledge that in the event that, for a certain limited period of time, the Company offers the Customer more favourable conditions for the use of the Products than those provided by the present GTC and the Customer meets all the conditions specified for obtaining this special promotional offer, this special promotional offer of the Company prevails over the relevant provisions of the present GTC.

3. CUSTOMER COMPETENCE

3.1 The customer and specific any user of the Hazcalc Software application must have demonstrable experience or training in performing hazardous area classifications based on the standard EN-IEC 60079-10-1.

3.2 The Hazcalc application / software never replaces the content of the standard EN-IEC 60079-10-1, version 2015 or version 2020.

3.3 The Hazcalc application/software must be used alongside the standard EN-IEC 60079-10-1 and not instead of this standard.

3.4 The customer and specific any user of the Hazcalc Software application, is responsible for the correct input into the Hazcalc software application and correct interpretation of the results of the software.

3.5 The Company cannot be held liable in any way for faults in input into the software, faulty choices or other considerations made by the customer or specific any user, as well as misinterpretation of outcomes of the software by the customer..

4 CONCLUSION OF LICENSING AGREEMENT; PAYMENT AND DELIVERY TERMS AND CONDITIONS

4.1. The Customer is entitled to order the Web Application in the following manner:

a) by an electronic order through the Company's web interface,

4.2. The Parties consider the following details as essential elements to be included in the order:

a) Customer identification – company name, VAT number, Company address, User email address of the Customer, name of the person representing the Customer, telephone number,

b) Name of the Web Application and, where applicable, the version and period for which the licence for the Web Application is to be granted,

c) Price and method of payment for the licence for the Web Application.

4.3. The Licensing Agreement is concluded only at the time when, after making an account and purchasing of a license the Customer accepts the General Terms and Conditions of the Company relating to the Web Application displayed there. The Customer may acquaint itself with the General Terms and Conditions relating to the Web Applications in advance on the Company website. Unless the Customer accepts the General Terms and Conditions in question, it is not possible to use the Web Application, even for a Demo License.

4.4. The Customer is responsible to specify the correct VAT number of the Customers Company. The VAT number and location of the Customer will be used to calculate the amount of VAT on the invoice. All Customer data will be printed on the Invoice.

4.4. The Customer agrees to the Company issuing the Invoice in electronic format. The Customer also agrees that, after the successful payment of the License of the Web Application, the Invoices are placed into its Customer account, accessible on the Company's Web (Application) interface.

4.5. Depending on the License that is purchased the total costs of the license can be paid at once or paid monthly in advance. The use of the full Web Application (no Demo version) is only possible after a successful (first) payment.

4.6. After a first payment and in case of a monthly payment for an annual license, the costs of the license will automatically being charged every month on the Customers (bank) account. After every payment, the Invoice is placed into the Customer account, accessible on the Company's Web (Application) interface.

4.7. The Company is registered for VAT. Along with the prices, the Company charges VAT in the amount applicable at the time of the taxable transaction in accordance with the applicable legal regulations. The price excluding VAT excludes VAT in the amount applicable on the date of the payment of the License.

5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

5.1. The Customer purchases a single user license or a business multi-user license of the Web Application. The Customer uses licenses solely by the user(s) that is/are specified within the Account settings.

5.2. The Customer acknowledges that the software of the Web Application is owned by the Company and protected by legal copyright.

5.3. For the use of the Web Application a two factor authentication may be needed. This means that additional software / a mobile application may be needed to enter and use the Web-Application. The Customer is obliged to use this software under the conditions which are applicable to that software.

5.4. The Customer is forbidden to tamper with the Web Applications of the Company in any way, make any modifications thereto that are not related to the Customer's settings, create copies, duplicates or imitations of the Web Application or interfere with the functioning of the Web Application in any way or perform any reverse engineering. The Customer is not entitled to rent or transfer the licence for the Web Application.

5.5. A Customer who has concluded a valid Licensing Agreement, by the purchase of the license(s), with the Company is provided with a licence for the Web Application which is non-transferable, non-exclusive and valid in the country where the Customer uses the Web Application and which is provided only insofar as to permit the proper use of the Web Application by the Customer. The period for which the licence for the Web Application is granted is set out in the Customer account, accessible on the Company's Web (Application) interface.

5.6. The Customer is under an obligation to inform the Company without undue delay of the following:

a) any change in its details, i.e. in its title/trade name/name, registered office/place of business or, where appropriate, other details provided to the Company in connection with this Agreement or any change thereof or during the performance of any Service provided by the Company;

b) any change of the contact person or replacement or discharge or expiration of any authorisation which was granted by the Customer and which may be used when dealing with the Company; this obligation also applies to an authorisation, if any, to act on behalf of the Customer which has not yet been entered in the Commercial Register, another public register or a similar foreign register;

c) any facts and/or changes which may be reasonably assumed to have a significant impact on the provision of the Web Application by the Company or any changes or events which it may reasonably be assumed can adversely affect the Customer's ability to fulfil its obligations to the Company (e.g. a request to open insolvency or enforcement proceedings against the Customer, etc.).

5.7. The Customer is required to acquaint itself without undue delay with the content of every message delivered to it by the Company, including messages delivered to its customer account accessible on the Company's web interface. To this end, the Customer is under an obligation to check its customer account regularly.

5.8. The Customer is not entitled to use the Web Application in a way that could destroy, disable, overload, disrupt, damage or otherwise restrict or threaten the Web Application or the data network with which the Customer works when using the Web Application, or which could prevent, restrict or threaten the use of the Web Application by other customers.

5.9. The Customer is not entitled to use the logo, name, trade name or other details of the Company on any of its advertising or other materials without the prior written consent of the Company.

5.10. The Customer acknowledges that failure to use the Web Application, if any, does not give rise to any compensation, refund, discount or reduction in the price of the licence for the Web Application or a refund of any payments by the Company.

5.11 The Customer agrees that the purchase of a licence, which entitles the Customer to use the Web Application during a certain pre-defined period, after the end of that period, automatically is renewed for the same period, unless the Customer has manually cancelled his Licence in the Customer account, accessible on the Company's Web (Application) interface.

6. RIGHTS AND OBLIGATIONS OF THE COMPANY

6.1. Because of the nature of the Web Application, the Company reserves the right to:

- a) modify the Web Application in order to improve its quality,
- b) change the technical parameters of the Web Application, if this is necessary for its full functionality.

6.2. The Company is entitled to suspend or restrict the operation of the Web Application for the period necessary for maintenance or repair of the Web Application or in the event of a breach of security and integrity of the Web Application, for data protection purposes or when a threat or vulnerability is detected, or upon the decision of a state authority, in emergency situations or because of other important public interests.

6.3. The Company is also entitled to restrict or suspend the operation of the Web Application without prior notice to the Customer in the event that:

- a) the Customer fails to pay the price of the Web Application duly and in a timely manner;
- b) the Customer uses the Web Application in a way that may negatively affect the functioning of the Web Application or its integrity or quality with respect to other customers;
- c) there are reasonable grounds to suspect that the Customer is misusing the Web Application that has been provided.

6.4. As soon as the reasons for restricting or suspending the operation of the Web Application stated in Art. 5.2 of the present GTC and/or Art. 5.3 of the GTC cease to exist, the Company will restore the functioning of the Web Application for the Customer without undue delay. During the time of restricted or suspended functioning of the Web Application for the reasons stated in Art. 5.2 of the present GTC and/or Art. 5.3 of the GTC, the Customer pays the full price of the Web Application. The Company is entitled, in cases where the operation was restricted or suspended for the reasons stated in Art. 5.3 of the present GTC, to request the Customer to pay the costs related to the re-commissioning of the Web Application.

6.5. The Company is entitled to collect, process and store information that was entered during the use and operation of the Web Application by the Customer.

6.6. The Company is entitled to view the data entered by the customer in the web application, e.g. to provide support in any form. Therefore the Company is entitled to login into the account of the Customer as if it is the Customer.

6.7. The Company is entitled to view the data entered by the customer in the web application, e.g. to provide support in any form. Therefore the Company is entitled to login into the account of the Customer as if it is the Customer.

6.8. The Company is prohibited from using the data entered by Customer for purposes unrelated to the provision of support, e.g. such as the acquisition of new customers.

7. CUSTOMER'S PERSONAL, IDENTIFICATION AND OPERATING DATA

7.1. The personal data includes, in particular, the name and surname, title, residence or other address

provided by the Customer, telephone number, email address, data collected in marketing surveys, bank account details or payment history, etc. The identification data includes, in particular, the trade name, title, registered office, place of business, company registration number, telephone number, email address, data collected by marketing surveys, bank account details or payment history, etc. The operational data includes all data collected or processed by the Company during the use of the Web Application by the Customer, with the exception of the personal and identification data.

7.2. The Company collects, processes and protects the personal data in accordance with the GDPR.

7.3. The Customer's personal, identification and operating data is collected and processed, in particular, for the following purposes:

- a) a purpose to which the Customer has given its explicit consent;
- b) processing which is necessary for the performance of the Licensing Agreement;
- c) protection of the rights and legitimate interests of the Company or third parties;
- d) fulfilment of the Company's obligations required by special legislation;
- e) processing necessary to carry out tasks in the public interest or in the exercise of official authority for which the data controller is responsible.

7.4. The Customer gives its consent to the Company for the processing and categorisation of the Customer's identification and operating data.

7.5. If no longer period is stipulated by special legislation or the Company's documentation related to the processing and protection of personal data, the Customer's personal, identification and operating data is processed and stored for the duration of the Licensing Agreement and if necessary for a maximum period of 10 years following the expiry of the Licensing Agreement.

7.6. The Customer's personal, identification and operating data is collected and processed directly by the Company, Representatives or other entities with which an agreement to this end has been concluded by the Company, electronically in an automated or manual manner or manually in a hard copy.

7.7. The Customer declares that:

- a) it was duly informed about the collection, processing and storage of personal, identification and operating data;
- b) it was informed of the fact that it provides the personal, identification and operating data to the Company of its own accord and, in the event that it has provided its consent to the Company for the processing of personal data beyond the minimum necessary for the performance of the Licensing Agreement, such consent to the processing of personal data may be withdrawn by a written notice delivered to the Company address designated for this purpose and provided on the Company website;
- c) it is hereby informed by the Company about its right of access to its personal data processed by the Company, right to data correction and deletion, right to the restriction of data processing, right to transfer its personal data, right to object to the processing of its personal data and right to make a complaint to the supervisory authority.

8. COMMUNICATION WITH THE CUSTOMER, DELIVERY

8.1. The Company is entitled to send the Customer messages or information related to the Licensing Agreement, present GTC and all matters related to the Company's Products. The Company is entitled to send such messages or information to the Customer to its customer account accessible on the Company's web interface, by email or by other technical means.

8.2. The Customer sends messages and communications to the Company by postal services or email to the address of the Company which is indicated on the Company website to this end.

8.3. The messages or communications are considered as having been delivered when entering an area within reach of the recipient. If the message or communication is delivered to the Customer's customer account accessible on the Company's web interface, it is noted that it is considered as having been delivered when it is entered into the Customer's customer account accessible on the Company's web interface. If the Company delivers a message or communication to the Customer's

email address, this email message is considered as having been delivered when it is properly dispatched from the email address of the Company. The responsibility for the fact that the email sent to the Customer by the Company was delivered to, for example, the Customer's spam folder and, for that reason, the Customer failed to read it, is not borne by the Company.

9. LIABILITY FOR DEFECTS, WARRANTY

891. The Company provides a warranty for the error-free functioning of the Web Application; the Company is responsible only for the functioning of the current versions of the Web Application and not for defects in earlier versions for the duration of the Licensing Agreement, provided that there was no breach of the obligations by the Customer.

9.2. The Parties agree that the Customer cannot withdraw from the Licensing Agreement or demand a price discount in the event that the Web Application is defective, the defect can be remedied, and the Company is prepared to:

- a) remedy such a defect;
- b) take steps towards remedying the defect of the Web Application without undue delay; and
- c) remedy the defect within a reasonable period.

9.3. The Customer acknowledges that the Company only guarantees the proper functioning of the Web Application if it is used on web interfaces mentioned in the User's Manual.

9.4. The Customer is under an obligation to provide the Company with all the assistance necessary to remedy defects in the Web Application.

9.5. The Company does not guarantee that the Web Application meets all the requirements of the Customer. The warranty does not cover the following, which cannot be considered as a defect of the Web Application or a defect or damage caused by the Web Application:

- a) those cases in which the Web Application is used contrary to the documentation,
- b) the absence of properties or functions that are not listed in the documentation,
- c) the fact that the Web Application does not reflect legislative changes that were not known to the Company at the time of its development,
- d) those cases in which the Web Application is run on unsuitable hardware or hardware that does not comply with the current recommended system requirements indicated on the Company website,
- e) the fact that the Web Application does not work on hardware that is not generally available at the time of its development, or on hardware or in an operating system that is not supported,
- f) those cases in which the Web Application is run on an incorrectly configured device or incorrectly set up computer network,
- g) those cases in which the Web Application is used together with third-party programs that prevent its error-free operation,
- h) those cases in which the Customer intervenes in the database files by means other than the Web Application that was supplied.

10. COMPLAINTS

10.1. More detailed conditions for complaints may be set out on the Company website.

10.2. Complaints about the Web Application can be made in writing to the Company's address provided for this purpose on the Company website.

10.3. The complaint must contain the following details:

- a) Customer's identification data, including contact details of the Customer's contact person;
- b) specification of the Web Application and a detailed description of the defect that is the subject of the complaint,
- c) proof of purchase of the Web Application.

11. COMPENSATION FOR LOSS OR DAMAGE

11.1. The Company is not liable for any loss or damage that results from a breach of the Customer's obligations under the Licensing Agreement or the present GTC, or if the Customer contributed by its wrongful conduct to the loss or damage that was suffered.

11.2. The Company is not liable for damage arising as a result of the interruption or restriction of the operation of the Web Application for the reasons stated in Art. 5.2 and Art. 5.3 of the present GTC.

11.3. The Company is not liable for the loss or damage arising as a result of circumstances excluding liability in accordance with the applicable legal regulations. A fault in the means of remote communication (e.g. Internet connection) used by the Customer or the Company and/or a failure of any technical device not caused by the Company is also considered by the Parties to be a circumstance excluding liability of the Company.

11.4. The Company is not liable for the Customer's lost profits or any special, indirect, economic or consequential loss of the Customer.

11.5. The Company is not liable for damage that does not arise directly in connection with the breach of a legal obligation on the part of the Company.

11.6. The overall liability of the Company for damages, if any, is limited to an amount equal to the price excluding VAT paid by the Customer to the Company for the licence for the Web Application not exceeding the amount for the last twelve months of use of the Web Application prior to such a claim being raised against the Company by the Customer. The Company is not liable for any damages incurred by the Customer in connection with the Web Application in the event that the Customer uses the Web Application provided by the Company free of charge.

11.7. The Customer takes note of the fact that the communication between the Company and the Customer is not encrypted or otherwise secured against disclosure to third parties unless otherwise stated in the Agreement or the present GTC. In this regard, the Company is not liable for any damage incurred as a result of unauthorised access to electronic communications between the Company and the Customer by third parties.

11.8. The Company is not responsible for the proper delivery of an email to the email address of the Customer and it is not liable for any damage incurred by the Customer as a result of a failure to acquaint itself with an email from the Company, e.g. because the email sent by the Company was delivered to the Customer's spam folder. The Customer is responsible for checking all its email folders, as well as maintaining sufficient email capacity.

11.9. The Company is not liable for the compatibility of the Web Application with the Customer's hardware and software equipment in the event that the Customer does not use hardware that not complies with the instructions given by the Company in the Technical Specifications of the Web Application.

12. DURATION OF THE CONTRACTUAL RELATIONSHIP FOR WEB APPLICATIONS

12.1. The Licensing Agreement is always concluded for a fixed period of one calendar month or one calendar year unless otherwise specified by the Parties. In the event that the Company plans, becau-

se of technological changes and expansion or changes in the Products provided by the Company, to cease offering a specific type of Web Application which the Customer uses, the Company informs the Customer thereof 3 (three) months prior to doing so. If possible, the Company will offer the Customer an alternative Web Application which the Company continues to support.

12.2. The Customer may be entitled to a discount in the amount determined by the Company, which will be provided to the Customer only on condition that the Customer duly meets all its obligations under the Licensing Agreement and it uses the Web Application at least for the period agreed by the Parties.

12.3. The customer concludes an agreement for the use of the web application with the company for a period of at least 1 month or 1 year. This agreement is always tacitly renewed unless the customer in his online environment terminates the agreement in time. Termination of the agreement in time means a termination at any time before the current contract expires.

12.4. The Customer is entitled to withdraw from the Licensing Agreement if the Web Application is inoperable for reasons caused exclusively by the Company for a period longer than 30 days.

12.5. The Company is entitled to withdraw from the Licensing Agreement if:

- a) the Customer is in default in the payment of the licence fee for the use of the Company's Web Application or other debt to the Company.
- b) the Customer provided false information when concluding the Licensing Agreement;
- c) the Customer failed to provide the assistance to the Company that was required for the proper fulfilment of the Licensing Agreement;
- d) A person uses the Web Application other than the user/person specified in the user accounts.
- e) the Customer uses or distributes tools that could threaten the security, functionality or integrity of the Web Application;
- f) the Customer otherwise seriously breaches the Licensing Agreement or the present GTC;
- g) the Customer has entered into liquidation, faces opened or ongoing insolvency proceedings, has been placed under receivership or is subject to enforcement of a decision or distraintment by selling its business.

12.6. The withdrawal from the Licensing Agreement is valid only ex nunc, i.e. the Parties do not return services rendered or payments made prior to the withdrawal from the Licensing Agreement. So as to avoid doubt, it is established that the withdrawal from the Licensing Agreement does not relieve the Customer, in particular, of its obligation to pay the Company the cost of the licence that was provided to the Web Application (or, if applicable, the price for the proportional part thereof for the period up to the date of the early termination of the Agreement by a notice of termination or withdrawal; in the event of withdrawal from the Licensing Agreement except for a withdrawal for causes under Art. 12.5 of the present GTC, the Customer is not entitled to a discount which the Customer would be entitled to if the Agreement lasted at least for the period agreed by the Parties, i.e. in such a case the Customer is under an obligation to pay the Company the difference in the price of the licence invoiced in accordance with Art. 11.3 of the present GTC), including interest on late payments, if any.

13. FINAL PROVISIONS

13.1. In the event that any provision of the present GTC is or becomes invalid, unenforceable or null, such invalidity, unenforceability or nullity will not cause the invalidity, unenforceability or nullity of the remaining provisions of the GTC.

13.2. The present GTC come into force and take effect on the date of their issue.

13.3. All information relating to the Web Applications, GTC or the Price List will be made available to the Customer at the contact points of the Company or its partners, on the Company website or in a different appropriate manner.

13.4. The Parties agree that the GTC may be amended or supplemented by the Company unilaterally, in particular as a result of changes in legislation, technological changes affecting, for example, the communication with customers and/or the manner of the conclusion, amendment and termination of the Licensing Agreement, but also as a result of extensions or changes to the Products provided by the Company. The Company is also entitled to unilaterally change the GTC if the market conditions or the terms and conditions or licensing conditions of trading partners with whom the Company collaborates and whose services the Company uses to provide services to the Customer change.

13.5. The Customer will be informed about the amendment and/or supplementation of the GTC on the Company website, through the Customer's customer account accessible on the Company's web interface and/or by email, if an email address was provided when the Licensing Agreement was concluded, at least prior to the date of the coming into effect of the amendment or supplementation of the GTC. This amendment or supplementation will not affect the rights and obligations of the Parties arising during the period of validity of the previous version of the GTC. The Customer has the right to refuse the amendment or supplementation of the GTC and, on the basis of this reason, terminate the Licensing Agreement in writing before the date of the coming into effect of the revised and/or supplemented GTC at the latest. In the event that the Customer does not exercise this right before the date of the coming into effect of the revised and/or supplemented GTC, it is assumed that it has expressed its consent to the content of the amended or supplemented GTC. The price of the licence for the Web Application for the agreed duration of the Agreement cannot be unilaterally increased on the basis of an amendment to the GTC. The price adjustment becomes effective as of the start of the new period of validity of the Agreement in accordance with 11.3.

13.6. The Customer acknowledges and agrees that the Company is entitled to communicate amendments to the GTC made in favour of the Customer in a manner set forth in Art. 13.5 of the present GTC even within a period shorter than the period specified in the given article and that amendments that are not to the detriment of the Customer do not give rise to the right to terminate the Licensing Agreement in accordance with Art. 13.5 of the present GTC.

13.7. The Parties exclude the possibility that, beyond the scope of the express provisions of the Licensing Agreement, any of the rights and obligations are drawn from practice established by the Parties or from generally accepted commercial practices relating to the subject matter of the Licensing Agreement.

13.8. The Parties agree to a limitation period for the rights arising from the Licensing Agreement to the benefit of the Company of one (1) years from the day on which the right could be exercised for the first time.

13.9. The Parties agree that any rights or obligations under the Licensing Agreement or the Licensing Agreement in its entirety may be assigned or transferred to a third party by the Company, to which the Customer expresses its prior consent. The Customer may assign or transfer any of its rights or obligations under the Licensing Agreement or the Licensing Agreement in its entirety to a third party only with the prior written consent of the Company.

13.10. The Company is entitled to unilaterally set off all claims against the Customer, including non-mature claims.

13.11. If the Company fails to exercise any of its rights arising from the Licensing Agreement or it exercises only a part thereof or with a delay, this does not have the effect of a waiver of such a right and any partial exercise of such a right does not prevent its other or further exercise or the exercise of any other right, unless otherwise provided in applicable legal regulations.

13.12. The present GTC do not affect the applicable provisions of the copyright legislation, or other legislation governing the use of computer programs and databases, or penalties for their illegal use set forth in this legislation.

