

AEB

AEB SE

General Terms and Conditions

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A Recitals

The following General Terms and Conditions provide the legal framework for the cooperation between companies, legal entities governed by public law, or special funds governed by public law (“Customer”) and all the companies of the AEB Group (“AEB”) and apply to all IT-related services between the contract parties:

- 1 AEB grants the Customer temporary use of software and services, either as a web-based solution (“data center model”) or for installation and use in an IT environment not controlled by AEB (“on-premise model”).
- 2 Due to the modular nature of the software and services, the operating models described in subsection 1 above may be combined to achieve the solution environment requested by the Customer.
- 3 AEB retains ownership of the software and its documentation throughout the term of the agreement and thereafter. AEB shall maintain the software in a state that permits its contractually agreed use for the entire term of the agreement. Accordingly, the legal warranty periods applicable to purchases do not apply here.
- 4 The contractually defined services are generally modeled on the legal principles of rental agreements unless other terms are explicitly stipulated herein or agreed to in writing between the parties, or unless compelling law supersedes rental law.
- 5 AEB’s services provide only software-based support for the Customer’s activities. AEB does not evaluate the results produced by the Customer using the software. AEB does not handle customs clearance or provide any legal or tax consulting services. This applies in particular but not exclusively to the areas of customs management and compliance & risk management. The Customer is solely responsible for final qualified evaluation of the results it produces.
- 6 All information of a legal nature (relating to customs law) in the online help or manuals of AEB’s software products represents legally non-binding tips for users. This does not affect the product attributes described in the corresponding online help.
- 7 The Customer is responsible for ensuring that its users have the necessary skills and expertise to use the software functionalities. AEB offers optional training seminars for a separate fee.

- 8 The Customer is responsible for checking whether the use of the AEB software gives rise to any third-party claims against the Customer, specifically from SAP® SE (in particular due to a possible indirect use of SAP® SE software). The Customer is solely responsible for bearing any associated costs or overhead. The Customer exempts AEB from any such third-party claims (potential costs for retroactive licenses, etc.).

- 9 The following terms are structured as follows:

- Section B below sets forth the general terms applicable to the two models described in subsection 1 of these recitals.
- Section C below sets forth the special terms applicable to the data center model.
- Section D below sets forth the special terms applicable to the on-premise model.
- Section E sets forth the details applicable to IT projects run by AEB (implementation services, etc.).
- Section F sets forth the terms of any hardware sales by AEB.
- Annex I defines the rules regarding the retention of archive data (customsrelated messages) for the period following a (partial) contract termination.

B General terms and conditions

1 General information

- 1.1 All AEB products, services, and quotations are subject solely to the following terms and conditions.
- 1.2 A contractual agreement is established no later than the third business day after an order confirmation is sent to the Customer in written or text form.
- 1.3 Any changes and/or additions to these terms and conditions or changes and additions to other separate agreements must be in text form. No verbal collateral agreements are in place.
- 1.4 Certain software modules (such as Warehouse Management) or customer-specific developments may require obligatory support and/or maintenance services due to the conditions in which they are used and their unique attributes. The software modules or customerspecific developments affected and the additional services required are referenced in the relevant quotation and any associated system description. The quotation for the affected software modules is subject to the condition precedent that the obligatory extra services are also ordered.

2 General standard services

- 2.1 Scope of services
 - 2.1.1 The scope of contractually defined services that AEB must provide to the Customer are limited to those services described herein and in any separate written agreements, primarily service level agreements (“SLA”), that are in place between the parties. They are outlined in the applicable system descriptions.
 - 2.1.2 All system descriptions in their current form can be found on the Customer Portal at <https://service.aeb.com/en>. The applicable annexes are either referenced in the quotation or appended thereto. Otherwise, the Customer can obtain a copy of these annexes by email upon request.
 - 2.1.3 AEB grants the Customer the non-exclusive, non-transferable right to use the software under the terms set forth herein for the duration of this agreement.
 - 2.1.4 This agreement is based on the standard version of the software current at the time this agreement is entered into.

- 2.1.5 AEB shall provide a current, certified version of any of the licensed software that requires official certification.
- 2.1.6 The contractually defined software and services and the date from which they are available are defined in one or more system certificates and sent to the Customer. System certificates provide detailed information on the scope of services.
- 2.1.7 For on-premise software installations, system certificates also specify the country or countries in which the software in question is installed.
- 2.1.8 Optional services that go beyond the standard services outlined in section B, subsection 2 – such as individual support services covering an extended period or scope – are governed by a separate written agreement, typically an SLA.
- 2.2 Requirements for use
 - 2.2.1 The minimum hardware and software requirements are set forth in AEB’s system requirements. The current version of the applicable system requirements can be found on the AEB Customer Portal at <https://service.aeb.com/en>. The applicable system requirements are either referenced in the quotation or appended thereto. Otherwise, the Customer can obtain a copy of the system requirements by email upon request.
 - 2.2.2 The system requirements evolve as technology evolves and do not constitute warranted characteristics of AEB’s services, even if they are referenced to the Customer. AEB expressly reserves the right to change the system requirements as it maintains and develops the software. AEB will notify the Customer of especially important changes to the system requirements, such as when a new version of the software is released, on the AEB Customer Portal at <https://service.aeb.com/en>.
- 2.3 Support services
 - 2.3.1 Support services are always part of the scope of AEB services unless the parties explicitly agreed otherwise.
 - 2.3.2 The scope of included support services can vary. The details of the support services to be provided by AEB can be found in the current applicable system description and/or the quotation. The current applicable system descriptions are accessible at any time on the AEB Customer Portal at <https://service.aeb.com/en>.
 - 2.3.3 AEB provides special support services for the special situation outlined in section B, subsection 1.4. The details of these special support services can be found in the current applicable system description and/or quotation.

3 Optional services

AEB offers the Customer additional services from the AEB service portfolio beyond the standard services described in section B, subsection 2 above. Additional services can be ordered and are defined in a separate written contract, typically an SLA.

Examples:

- Support of the Customer in the form of consulting, technical software configuration, software customizing, training, and help in implementing the software
- Individualized support services with an expanded time frame or scope (such as extended hours of support)
- Maintenance and development of custom adaptations or programming

4 Obligations of Customer (to cooperate)

- 4.1 The Customer is responsible for the costs of maintaining the requirements for using and accessing the software.
- 4.2 The Customer must regularly check the Customer Portal (<https://service.aeb.com/en>) for the latest version of the system requirements.
- 4.3 The Customer alone, not AEB, is responsible for ensuring due diligence and conducting its business transactions in compliance with the law, especially in the areas of customs management and risk & compliance.
- 4.4 The Customer is responsible under the agreement for providing accurate and up-to-date master data and transaction data and other Customerspecific data (such as a BIN in Germany) that is relevant to the use of the software. The Customer is also responsible for filing any necessary applications to the relevant authorities. The Customer is obligated to promptly report important changes to customs numbers, authorizations, and the like if such changes are relevant to the communication with the customs authorities carried out through AEB. Any additional expenses incurred by AEB as a result of delayed notification will be charged to the Customer on a time and materials basis. The Customer shall enable the use of the software only within the system requirements and take appropriate measures to limit the risk of any malfunctions. The following circumstances in particular can lead to or exacerbate the consequences of software malfunctions:
- The Customer's host systems deliver faulty data or no data.
 - Support cases of priority levels 1 or 2 are not promptly reported to AEB.

- Tables, parameter settings, or authorizations for which the Customer is responsible are incorrect.
- The Customer enters incorrect data or uses the system improperly.

4.5 The Customer shall take all necessary and reasonable precautions to block third parties or other unauthorized persons from accessing the software or using the software-associated services without authorization; this applies specifically to the Customer's workflows and communications equipment. In this way, the Customer prevents any disruptions to the proper and intended function of the software and software-associated services that may originate in the Customer's sphere of responsibility. The Customer indemnifies AEB from any third-party claims resulting from violations of these terms.

4.6 The Customer shall impose obligations comparable to those outlined in this subsection on its employees, especially the authorized users of contractually defined services.

4.7 The Customer shall ensure that the contact persons it appoints during the contract term possess all required technical and organizational skills. The Customer shall notify AEB in text or written form of the names of the initial authorized contact persons and of any subsequent changes. Verbal notification is not sufficient.

5 Terms for open-source software and proprietary third-party software

5.1 The software that AEB provides for download or otherwise makes available for use may contain open-source software components ("OSS components") and/or proprietary software components from third-party providers ("third-party components").

5.2 AEB distributes its proprietary software under these General Terms and Conditions. The Customer may use OSS and third-party components under the licensing terms relevant to the component in question (hereinafter referred to simply as "licensing terms").

5.3 OSS and third-party components may only be used within the scope outlined in these General Terms and Conditions, in conjunction with AEB software, and in compliance with the relevant licensing terms.

5.4 The Customer can view the list of OSS and third-party components, together with the relevant licensing terms and any additional information, at any time at <https://www.aeb.com/licenses>. The relevant licensing terms named there for each software program apply.

- 5.5 The Customer must regularly check the above link for the applicable licensing terms.
- 5.6 AEB advises the Customer that licensing terms for the use of OSS or third-party components may also be subject to other jurisdictions or different legal systems governing warranties and liability. The Customer may be subject to special export regulations, especially the regulations of specific countries, including those of US law.
- 5.7 Licensing terms, including additional information for the use of OSS or thirdparty components, are subject to change by their respective licensors. AEB will duly notify the Customer about new, additional, or modified licensing terms under <https://www.aeb.com/licenses>, with reference to the affected software. The Customer will comply with any new obligations that such changes entail. AEB will notify the Customer separately of especially important changes to licensing terms.

6 Special terms for “Data Service” functionality

If the Customer orders software with a primary or secondary functionality that enables the screening of Customer data content against third-party data content (“Data Service”), then this portion of AEB’s services are subject to the following more specific superseding provisions:

- 6.1 Any use of third-party data in the AEB software requires that the Customer possess the skills and expertise to evaluate the results generated by the AEB software using this data.
- 6.2 The data content provided by AEB to the Customer for use in the software is obtained through the technical conversion of either publicly accessible, previously consolidated content (such as lists created and maintained by UN, EU, US or other authorities) or of content consolidated and offered by third parties.
- 6.3 AEB naturally has no influence over either the sources or the creation and availability of consolidated content. The complete recognition of all regional linguistic variants during data synchronization is not the current state of the art. Specifically, international spelling variants are always possible. For this reason, AEB can offer no assurance for the editorial quality as regards the currentness, completeness, or accuracy of the data content converted and provided by AEB.
- 6.4 The scope of AEB’s services is limited to technically converting the ordered data content and making it accessible in the AEB software. It does not include editing or reviewing the data content. At no time does AEB take ownership of the thirdparty data. For this reason, AEB rules out any liability for poor editorial quality or other defects in the data content unless AEB is at fault in causing such defects.
- 6.5 For the duration of the period of use, the Customer must have a current and valid user license for the data content it selects and AEB provides. The data content used by the Customer is generally licensed and made available through AEB. In the event that data content used by the Customer is licensed directly between the content provider (such as a publisher) and the Customer, the Customer must provide AEB with clear proof of its right to use the content during the term of the contract with AEB before the content is made available. Contractual claims arising from the licensing relationship between the content provider and Customer can only be asserted vis-à-vis the content provider.
- 6.6 AEB advises the Customer that the Customer is always responsible for performing due diligence and complying with the law in its business transactions, especially when using the modules relating to export controls. This may require further independent research – when a sanctions list screening yields a positive match, for example – and even immediate consultation with the appropriate authorities.
- 6.7 The Customer alone is responsible for the codification of its goods by customs tariff and their classification using export control lists, for example. Texts or excerpts from product lists, for example, that appear in the AEB software are intended solely to help the Customer check its entries.
- 6.8 AEB may offer the option, at no additional cost, to automatically incorporate thirdparty content such as non-customer-specific master data (package types from a packaging service provider, routing tables, foreign currency rates, addresses of customs offices, etc.) on behalf of the Customer. Section B, subsection 3 applies mutatis mutandis wherever the Customer avails itself of this type of free, optional service from AEB. The Customer can enter such data itself, depending on the system description and the scope of the project.

7 Liability

- 7.1 AEB is liable without limit in cases of willful misconduct, gross negligence, in the absence of qualities explicitly guaranteed by AEB (promises of availability are not guaranteed qualities), for personal injury, and under the product liability law of Germany. Any applicable law that includes a liability of AEB independent of culpability shall be excluded.
- 7.2 Liability for the breach of immaterial obligations as a result of slight negligence, especially concerning the provision of required information, is excluded.

- 7.3 Liability for services provided free of charge is also excluded.
- 7.4 In the event data is lost or corrupted due to slight negligence on the part of AEB, AEB's liability is limited to losses that would have been incurred if the Customer had conducted proper and regular data backups in a manner appropriate to the importance of the data; this restriction does not apply if data backup is one of the material obligations of AEB or if AEB was responsible for impeding or preventing data backup. AEB recommends that the Customer run careful, comprehensive data backups in the Customer's area of responsibility and conduct timesensitive work on the systems only during the Hours of Support.
- 7.5 In all other instances, AEB is liable for slight negligence only up to an annual maximum (liability cap) calculated as the total annual fees paid by the Customer in the twelve months preceding the event that triggered the claim for damages. If it is not possible to obtain a total for the past twelve months, the available data is used to determine the monthly average, which is then multiplied by twelve.
- 7.6 AEB is not liable for indirect losses, concomitant losses, consequential losses, or consequential losses from defects.
- 7.7 AEB is not liable for any lost revenue, lost profits, lost entitlements or discounts, unnecessary expenses, or unrealized savings.
- 7.8 AEB is not liable for third-party damage claims against the Customer.
- 7.9 The Customer cannot assert any claims against AEB based on any contractual agreement that deviates from the general rule of law between the Customer and a third party, a contract penalty promised by the Customer to third parties, or an agreement by the Customer with third parties to consolidate damage claims into a lump sum.
- 7.10 AEB is not liable for any losses caused by defects, especially malfunctions or the provision of incorrect data, in third-party software used by the Customer or a third party and not licensed by AEB. This includes host systems, auxiliary systems, and operating systems. This applies accordingly to files needed for product functionality that are transmitted or updated by the Customer or a third party. It also applies to unmonitored changes to any third-party software such as the automatic installation of untested updates.
- 7.11 AEB is not liable for losses ultimately attributable to defects in the equipment of third parties or the Customer (hardware, data lines, electrical boxes, etc.).

- 7.12 AEB is not liable for losses arising from improper operation of the software by the Customer.
- 7.13 It is agreed that the parties are not liable for the effects of force majeure, especially strikes or lockouts.
- 7.14 AEB's defense of contributory negligence by the Customer remains unrestricted.
- 7.15 Expiration periods are always subject to the applicable laws. Customer claims for damages arising from AEB products and services expire one year following their provision, however. This restriction does not apply if AEB is found to have exhibited willful misconduct or gross negligence in causing the loss.

8 Protected rights

- 8.1 AEB shall ensure that no third-party rights limit or exclude the Customer's legitimate use of the contractual software and services provided by AEB under this agreement.
- 8.2 Should third parties nonetheless assert claims against the Customer based on the infringement of intellectual property rights such as commercial trademark rights, copyrights, or other related rights deriving from the use of the AEB software and services, and should this impair the ability of the Customer to use the software and services, the following shall apply:
- The Customer shall promptly report such third-party claims to AEB, notify AEB of all information in the Customer's possession needed to clarify the situation, and provide AEB with any other support that is appropriate and reasonable for the Customer.
 - The Customer shall not acknowledge the alleged infringement of rights. AEB shall handle the extrajudicial and judicial clarification of such claims at its own expense. AEB reserves the right to opt for a settlement. Clarification may require AEB to issue instructions to the Customer to immediately clarify such claims. In the absence of such instructions, the Customer must clarify the claims at its own discretion and to the best of its abilities.
 - AEB shall indemnify the Customer from all substantiated claims and requests for damages relating to any infringement of intellectual property rights. The same applies to any other necessary costs incurred by the Customer because, for legal reasons, the Customer is allowed or required to take the appropriate defensive measures and enter into (settlement) negotiations.

- 8.3 If the Customer is wholly or partially unable to use the contractually agreed services due to intellectual property right claims, AEB has the option to
- either replace the relevant software components with other software components;
 - or modify its services such that an equivalent scope of services is offered without the infringement of any rights;
 - or procure a license from the third party at its own expense.
- 8.4 Should AEB be unable to either grant the necessary user rights or modify the contractually defined services within the scope outlined above, both parties are entitled to termination for cause. This does not affect any other claims by the Customer against AEB, such as claims for damages.
- 8.5 Claims against AEB shall be excluded if the Customer itself is culpable for the infringement of intellectual property rights. ausgeschlossen.
- ## 9 Confidentiality
- 9.1 The parties commit to preserve the secrecy of all confidential information that is disclosed or made known by chance in the course of their collaboration and not to disclose or make available such information to third parties. The sole exception from the obligation of confidentiality is if the receiving party is obligated to disclose information to government entities such as criminal or fiscal authorities. In such cases, however, the party so obligated must notify the other party of this circumstance without delay.
- 9.2 Information that is made available by the disclosing party to the receiving party verbally, in writing, or in other forms is considered confidential if either
- it is marked, described, or otherwise made recognizable as confidential material by the disclosing party; or
 - its content can be presumed confidential according to standard business practices (business strategies, licenses, prices, costs, documentation, and data or know-how relating to sales or product developments); or
 - it is derived from disclosed confidential information.
- 9.3 Information is not considered confidential if it was known to the parties before the agreement was signed, if it is publicly available, or if it was legitimately made available to the parties by a third party. Such circumstances must be proven by the party that claims them.
- 9.4 The receiving party must protect all confidential information, documents, and materials that it receives from the disclosing party against theft and unauthorized access.
- 9.5 The parties also commit to protect the data stored in their data processing systems through the possible technical measures recognized and proven as state of the art in order to prevent access by unauthorized third parties.
- 9.6 Third parties in the sense of these confidentiality provisions do not include
- the companies of AEB SE (“AEB”) and AFI Solutions GmbH (“AFI”), or their majority-controlled subsidiaries (AEB Schweiz AG [CH], AEB International Ltd. [GB], and AEB Asia Pacific Pte Ltd. [SG]) – hereinafter “COMPANIES” – or their employees. AEB shall ensure that the COMPANIES and their employees are subject to corresponding obligations of confidentiality;
 - Customer’s affiliated enterprises as defined in sections 15 ff. of Germany’s Stock Corporation Act (AktG) or majority-held companies. The Customer shall ensure that its affiliated enterprises and their employees are subject to corresponding obligations of confidentiality.
- 9.7 The parties commit to obtain a special written commitment from their employees through employment contract clauses or operational and organizational procedures to observe corresponding obligations of confidentiality.
- 9.8 The parties also commit to reproduce data or information they receive only to the extent absolutely necessary, primarily for data backup purposes. The provisions of this “Confidentiality” section apply accordingly to such reproductions as well.
- 9.9 Disclosure of confidential information is not a transfer of rights. The parties reserve all rights, especially copyrights and rights of use, and the right to register industrial property rights of any type.
- 9.10 Any data storage media that are provided and all copies thereof remain the property of the disclosing party. Data and data storage media must be surrendered, deleted in accordance with the latest technology, or blocked in accordance with the guidelines set forth in Germany’s Federal Data Protection Act (BDSG) by the receiving party by the end of the term of this agreement if so requested. The parties may comply with their legal obligations to preserve records.

10 Data privacy

- 10.1 The Customer is the responsible party as defined by BDSG and the EU General Data Protection Regulation. The Customer shall exercise such responsibility with regard to data displayed as a result of a positive match during sanctions list screening and shall above all impose upon its employees the obligations set forth in BDSG section 5.
- 10.2 The Customer understands that use of the AEB software and services may involve storing business and personal data on AEB computer systems. Proper processing, checking, and billing also requires that additional information be analyzed, stored, and backed up on data storage media.
- 10.3 This in turn requires that AEB and the Customer sign a data processing outsourcing agreement (“DPO”). This DPO is attached to the quotation and can be requested at any time by contacting the AEB data protection officer at: dataprotectionofficer@aeb.com. The DPO must be put down in writing and signed in accordance with section 11 BDSG (old version), which still applies. To comply with this requirement, the Customer must complete the DPO, sign it, and return it to AEB’s data privacy officer at the AEB headquarters.
- 10.4 If storing or processing such data requires approval or permits, the Customer hereby assures that the appropriate persons and institutions have been notified and any necessary permits have been obtained. AEB is not liable for noncompliance by the Customer. The Customer hereby indemnifies AEB in advance from any third-party claims arising from such noncompliance.

11 Fees

- 11.1 The quotation distinguishes between one-time and recurring payments (the latter generally based on the former).
- 11.2 The fees are payable on or before the start date of use defined in the system certificate. The start of use documented in the system certificate is irrespective of and does not depend on actual usage by the Customer.
- 11.3 The named fees are based on information provided by the Customer to AEB, since this information is used to define pricing parameters in the quotation. The pricing parameters are based on the scope of functions and services that the Customer requires. Details such as the units relevant for calculating fees are cited in the quotation.

- 11.4 The actual volume of billable units depends on the needs of the Customer and/or the Customer’s actual usage of the contractually defined services. This means that the fees to be paid are based in part on the intensity of the Customer’s usage and in part on the billable units actually used.
- 11.5 It’s possible that the Customer’s needs may differ from what was assumed at the start of the contract term and that the Customer may require more than the services it ordered. For this reason, AEB conducts regular system measurements to determine the scope of actual usage and the actual circumstances. This Customer consents to the aforementioned system measurements. If a Customer exceeds the quantity of the quoted and ordered services, AEB will invoice the Customer for the excess usage.
- 11.6 The Customer has the option to move to a smaller service package than what it originally ordered (service downgrade) through a regular partial termination. A service upgrade is possible at any time. Specific terms beyond those outlined above depend on the operating model and are therefore addressed separately in sections C and D.

12 Fee adjustments

- 12.1 AEB reserves the right to adjust fees, prices, and compensations with future effect under the terms outlined below. The same applies to any price scales in effect.
- 12.2 Adjustments take effect no earlier than 8 weeks after they are communicated to the Customer (in written or text form) without the need for any further statements, but they trigger a special right of termination for the Customer. For further details, please refer to this section B, subsection 13.
- 12.3 Adjustments to the aforementioned fees may be made up to once per calendar year and may take effect at the start of any calendar month, even during a year of usage.
- 12.4 Fee increases are limited to 3% per full year of usage.

13 Amendments and adjustments to the terms and conditions

- 13.1 Amendment of paid services of AEB
- 13.1.1 AEB reserves the right to amend these terms and conditions as they relate to the paid services AEB provides under its continuing obligations. Changes take effect on the date specified in each instance. AEB will provide the Customer with detailed notification of the changes in written or text form in a timely manner – that is, at least 8 weeks before the changes take effect – and refer again to this stipulation when announcing the change.

13.1.2 This right to make changes does not extend to changes that inappropriately disadvantage the Customer – for example, by significantly disrupting the contractually defined balance between the parties.

13.1.3 Changes that are reasonable either in the interests of the Customer or with regard to the performance of the contractually defined exchange of services may take place if there are compelling reasons or other equivalent reasons that require such changes.

Examples of compelling reasons include:

- Changes to underlying law or legislation (for example: tax or customs law, changes to the applicability or impact of comprehensive trade agreements that affect the service relationship).
- Technical changes or refinements (for example: relating to the industry standard for operating systems, database systems, storage systems, or communications networks).
- Significant changes to the economic circumstances (for example: procurement prices for hardware and software, increases in the cost of essential elements of the overall services provided by third parties, the taxation thereof, or the wage trends in the relevant sector).
- New organizational requirements of mass transport.
- Loopholes in the General Terms and Conditions.
- Regulations to adjust the functionalities defined in the guaranteed services.

13.1.4 Customer's special right of termination If these terms and conditions are amended pursuant to section 13.1, the Customer has a temporary special right of termination. The Customer may exercise this right until the announced changes take effect and cancel the contract as of the date the changes take effect.

13.2 Termination of free services of AEB
AEB has the right to terminate any free services it provides with 8 weeks' notice. Termination takes effect on the date indicated. AEB will provide the Customer with detailed notification of the termination in written or text form in a timely manner – that is, at least 8 weeks before the termination takes effect – and refer again to this stipulation when announcing the termination.

13.3 Other amendments or additions to the General Terms and Conditions

13.3.1 AEB quotation

Changes to the General Terms and Conditions or newly introduced terms are presented to the Customer in the form stipulated by law at least 8 weeks before their proposed effective date.

13.3.2 Acceptance of changes

The Customer is considered to have accepted AEB's quotation unless the Customer registers its rejection before the proposed effective date of the changes. In the quotation, AEB shall specifically notify the Customer of this tacit acceptance and the legal consequences of silence. After the effective date, AEB bases the ongoing business relationship on the modified General Terms and Conditions or newly introduced terms.

14 Contract term and termination

14.1 The contract begins when the order confirmation is sent, but no later than the third business day after an order confirmation is sent to the Customer in written or text form. This contract is signed for a term of 12 months (minimum term) unless the order specifies a longer initial period of use. The agreement then automatically renews for another 12 months at a time unless terminated earlier by one of the parties. The minimum term is reset if the Customer changes the scope of services.

14.2 Termination must be in text or written form. Terminations by email should be directed to: cancellation@aub.com. The period of notice is calculated based on the date on which the termination notice is received.

14.3 Either party may terminate the agreement at month's end with 90 days' notice. Ordinary termination is first possible 12 months after the start of the contract term unless the parties agree otherwise in writing through the assigned quotation. Ordinary partial terminations are possible under these same rules.

14.4 The Customer must be notified in text or written form at least 8 weeks before any increase in fees takes effect. The Customer then has a temporary special right of termination that can be exercised within 8 weeks after receiving notification of a fee adjustment. If this right is exercised, the contract is terminated at the time the fee adjustment takes effect.

14.5 Any additional special terms relating to the contract term and termination are defined separately in the appropriate parts of this agreement.

15 Reproduction

- 15.1 The services and functionalities of the software made available for use, the names of the software and system components, and all related system descriptions and documentation are subject to copyright and other intellectual property rights and may constitute or contain business secrets.
- 15.2 The Customer is entitled to make up to two copies of the documentation of the software and services in conjunction with the use of same for its own data backup purposes. Other Reproductions or any sharing with unauthorized persons are not permitted. The documentation must be treated with confidentiality and remains the property of AEB. The Customer shall return the documentation upon completion of the contract and destroy or delete any copies.
- 15.3 Downloading AEB software or portions thereof is prohibited. The same applies to the copying of software or data of any type or portions thereof. This does not apply to such actions explicitly mentioned in the system description. The customer is liable for any losses sustained by AEB as a result of violations.
- 15.4 The Customer is allowed to copy its own data and the results derived from its use of the contractually defined services onto its own computer systems if the user rights and the application offer this option to the user.

16 Completeness

- 16.1 Unless otherwise agreed in writing, all contractual relations in which AEB grants the Customer the right of use of the AEB software shall be subject exclusively to these terms and conditions supplemented by the price conditions of the AEB quotation applicable when this agreement is signed and including the General Payment Terms attached thereto or integrated therein.
- 16.2 Opposing or supplemental terms, in particular the Customer's business terms and conditions, are not part of this contractual relationship, nor will they become part of the contractual relationship even if AEB does not explicitly oppose their inclusion. The provision of contractually defined services by AEB does not imply the acceptance of such terms.

17 Agreement to act as reference customer

Any provisions relating to an agreement to act as a reference customer are outlined in the AEB quotation. Please refer to the quotation.

18 Miscellaneous

- 18.1 This agreement is entered into between the contract parties alone. The parties explicitly state that, in the absence of an explicit written provision to the contrary, they do not intend to give or promise any rights, claims, or other benefits to any third parties.
- 18.2 The non-transferable nature of the contract agreed to in section B, subsection 2.1.3 also applies to all cases in which the legal identity of one party changes due to universal succession – such as through an asset transfer, merger, or conversion. For this reason, transfer requires the written consent of AEB. Such consent may be denied only for cause.

19 Severability

Should any provision of this agreement be found to be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

20 Applicable law, jurisdiction

This agreement is subject to German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Stuttgart, Germany.

C Special terms for data center model

1 Special usage and access requirements

- 1.1 AEB's contractually defined services under the data center model are accessed through the internet. The Customer is responsible for its own internet access. AEB advises that the number of user workstations and the volumes of transmitted data affect service response times and that the Customer must take this into account in determining its internet bandwidth needs.
- 1.2 The Customer is responsible for providing at least one workstation in its place of business that meets the current system requirements. The system requirements are provided for the Customer's reference at <https://service.aeb.com/en>. Any further requirements are outlined in the quotation and its attachments, which together form the basis of these contract terms.

2 Special standard services

2.1 Scope of services

2.1.1 General information

Under the data center model, software is made available for the Customer's online use through the internet or another network connection. The Customer has no access to the program or source code. The services described in the following subsections 2.1.2 through 2.1.8 relate exclusively to the software and services provided under the data center model.

2.1.2 Installation and configuration

- a) AEB shall install and configure the software for the Customer in the AEB data center and provide the necessary system access for the number of users defined beforehand in the system certificate. The services are made available for use during the monitored and controlled operation of the AEB data center.
- b) If the Customer orders the installation and configuration of additional components (peripheral devices such as scales or scanners, for example), the nature and scope of these tasks must be jointly defined in a separate written agreement, typically a project agreement.

2.1.3 Technical availability

AEB provides access to the software in the data center for contractually agreed use by the Customer from Monday at 00:00 through Sunday at 24:00 Central European

(Summer) Time ("Hours of Operation") with an online availability rate of at least 99% of the Hours of Operation ("Availability"). The Hours of Operation do not include periods in which scheduled maintenance is performed.

2.1.4 Maintenance

- a) AEB shall notify the Customer of scheduled maintenance work in the maintenance calendar on the Customer Portal under <https://service.aeb.com/en>. Scheduled maintenance is announced as early as possible – typically twelve months and at least six months in advance. Scheduled maintenance takes place only on Sundays between 6:00 a.m. and 10:00 p.m. Central European (Summer) Time. Any continued availability of the AEB systems to the Customer outside of the Hours of Operation is not a contractually assured service of AEB. It is generally possible for the Customer to use the systems outside of the Hours of Operation, but this option may be restricted at any time without prior notice.
- b) AEB will announce unscheduled maintenance at least 24 hours in advance except when there is cause for more immediate action. In such cases, AEB will announce the work as soon as possible. This does not affect AEB's contractual obligation regarding guarantees of availability (see above).

2.1.5 Data backup

AEB backs up Customer data on its computer systems to ensure that at any given time the data of at least the previous day is available. If it becomes necessary to install a backup copy, AEB is entitled to restore the data as it existed at the time of the last available backup.

2.1.6 Data archiving

- a) If the use of the software licensed under the data center model involves the transmission of customs-related ATLAS messages ("Primary Data") from the Customer's system through the AEB data center to the German customs authorities and from the authorities via the AEB data center back to the Customer, AEB will store such data ("Archive Data") for the Customer in a long-term archive for a period of 10+1 years. The archiving of Primary Data under the data center model is included in AEB's standard services and does not require a separate Customer order or payment. The scope of this service is described in the current system description, which can be accessed at any time under <https://service.aeb.com/en>.

The period of 10+1 years (“Archiving Period”) begins when an archiving object is first stored and ends 10+1 years after this date.

- b) When the contract ends, AEB’s archiving service as described in the system description also ends. After the contract ends, AEB will send the Customer a copy of the Customer’s Archive Data. AEB will, in consultation with the Customer, provide the Customer’s Archive Data either for download in a format of AEB’s choosing or on a conventional data storage medium.
- c) Together with the contractual service (“Primary Service”), the Customer also orders the storage of its Archive Data after the (partial) termination of the contract. The detailed terms of the continued storage of Archive Data are set forth in the annex of these terms and conditions. This extended storage is hereby agreed to with binding effect but takes effect only with the condition precedent of the end of the Primary Service. Thereafter, AEB shall store all the Primary Data (including personal data) archived at the time the Primary Service ends for a period of 10+1 years for the Customer until the end of the Archiving Period. Any termination of the contract under these terms and conditions terminates only the Primary Service unless the Customer explicitly includes the archiving service in the termination. If the Customer also terminates the archiving service, AEB will give the Customer a copy of its Archive Data and make it technically impossible for the data archived at AEB to be used thereafter by permanently destroying the data in accordance with the “AEB Archive Deletion Concept.” Physical deletion of the archive is not technically possible. AEB will provide the Customer with the “AEB Archive Deletion Concept” upon written request.
- d) The terms of section C, subsection 2.1.6 c) above apply mutatis mutandis to instances of partial termination of AEB software that includes data archiving in the scope of services.
- e) During the Archiving Period, AEB can provide the Customer with a copy of all currently archived Primary Data for a separate fee if so requested in writing. AEB may, at its own discretion, provide the Customer with the Customer’s Archive Data either for download in a format of AEB’s choosing or on a conventional data storage medium.
- f) Customers also have the option to store data from non-customs-related transactions generated through the use of AEB software from solution areas such

as Compliance, Export Controls, or Visibility & Collaboration in a long-term archive. This is not included in AEB’s standard services and requires a separate Customer order and payment. The scope of any additional service(s) is defined in a separate SLA. A separate Service Master Agreement may be required.

- g) It is the basic responsibility of the Customer to decide which of its data is stored in long-term archives. The functionalities of the AEB archive solution are merely intended to help the Customer determine which objects need to be archived.

2.1.7 Transaction data

All transaction data associated with the use of software licensed under the data center model is stored for a period of 18 months. In keeping with data privacy regulations, AEB generally deletes transaction data (delivery notes, invoices, shipments and their items, check logs for sanctions list screening, etc.) automatically each day starting 18 months and 1 day after the timestamp of each transaction. AEB can provide the Customer with the transaction data either for download in a format of AEB’s choosing or on a conventional data storage medium for a separate fee if the Customer submits a written request at least 4 weeks before the scheduled deletion of the data in question.

3 Telecommunications connection

AEB is not responsible for setting up or maintaining telecommunications equipment connecting the Customer to AEB. AEB has only a limited responsibility to maintain telecommunications from AEB to third parties such as content providers or (customs) authorities. AEB naturally has no control over disruptions to public communication networks and energy grids (such as those on which the internet relies). Grid disruptions may lead to disruptions in the connection to and from AEB for which AEB is not responsible. This also applies to the telecommunications connection from the transfer point of the AEB data center. AEB’s service guarantee therefore does not extend to the area beyond the transfer point.

4 Optional services

Beyond the standard services described in section B, subsection 3, AEB offers Customers using the data center model other optional services – for example, access to dedicated resources such as databases and virtual servers.

5 Fees

- 5.1 The start of use is the date on which AEB enables the contractually defined usage (access granted).

- 5.2 AEB conducts system measurements monthly.
- 5.3 The fee for the Customer's additional usage is initially calculated retroactively based on the quotation. Typically, the quotation already includes an individual price for each measurable unit in excess of the ordered scope of services. If no individual price is named in the quotation for excess usage, a prorated price is calculated based on the agreed volume price.

5.4 If requested by the Customer, AEB will offer an expansion of the previously agreed scope of services for the future.

6 Special provisions on the contract term and termination

6.1 AEB shall notify the Customer at least 8 weeks in advance of any software rollout that involves changes to the system requirements. If such changes in the system requirements would present unreasonable expenses for the Customer, the Customer may submit plausible and fully transparent documentation of such expenses in text or written form within 30 days following receipt of the notification or publication of the future change in system requirements. The Customer is then entitled to a temporary special right of termination, which must be exercised at least 30 days before the announced implementation of the changes. If this right is exercised, the contract is terminated at the time the future change in system requirements takes effect.

6.2 This contract as it relates to the scope of services in question terminates at the end of any month in which it is determined that the use of the AEB software is prohibited by law or similarly binding provisions or is otherwise impossible, or if AEB is prevented from rendering its contractual obligations due to a legally binding title. AEB shall announce any changes as early as possible.

6.3 AEB has a special right of (partial) termination under the law for individual AEB services such as separate solution areas or parts of such solution areas or services that can be reasonably separated when continued use of necessary third-party software becomes impossible for technical or legal reasons.

AEB shall notify the Customer of any changes as early as possible.

6.4 If one of the parties is unable to perform one of its main contractual obligations even after an appropriate grace period has been granted, the other party may terminate the contract at the end of the next full month. This does not affect other rights of the parties, such as rights of retention. In particular, AEB is entitled to block the Customer's

access to the system in the event of such a breach of contract. AEB must announce such a block at least two full business days (48 hours) in advance. AEB can immediately block system access without advance notice in the event of a threat but must subsequently notify the Customer without delay.

6.5 After the contract term ends or a partial termination of individual solution areas takes effect, AEB shall, upon the request of and in consultation with the customer, give the Customer access to its data in a conventional download format chosen at AEB's discretion or on a conventional data storage medium.

6.6 Once AEB provides the Customer with its data in this manner, it no longer has any responsibility to set up or maintain read-only access and retain the Customer's data. The Customer hereby acknowledges AEB's right to delete or block the Customer's data in accordance with data privacy requirements if the Customer fails to take delivery of the data within three months after the data is made available. If the Customer does not wish to accept the data, it may pay to have the data archived (see section C, subsection 4).

D Special terms for on-premise model

1 Special standard services

1.1 Scope of services

1.1.1 General information

- a) AEB's obligations for software provided under the on-premise model consist of granting the right to use the software, maintaining and developing the software, and providing standard support services.
- b) The obligations under the on-premise model do not include the administration of the Customer's "in-house" system installations. Also not included are optional additional services of AEB such as customer-specific adaptations and programming, including the support, maintenance, and further development of same.
- c) Software made available to the Customer for download is provided electronically and only as executable program code, not as source code. If the relevant opensource licensing terms stipulate that the Customer is to be provided with source code, AEB shall provide the source code to the Customer.
- d) The Customer is entitled to rework the software only if necessary to fix intercompatibility problems between the AEB software and other programs needed by the Customer and if AEB is unable or unwilling to fix these problems in exchange for appropriate compensation at market rates. If the aforementioned modifications by the Customer result in impairments of the contractually defined use, however, AEB is exempted from any and all warranty and liability obligations to the Customer as they relate to such impairments.

1.1.2 Start of use

The beginning of the period of use ("Start of Use") is the date on which the software is approved to go live – namely, when AEB has made the software available to the Customer and notified the Customer of this availability in written or text form. The start of use is indicated in the system certificate.

1.1.3 Installation site

The Customer may freely determine the country or countries in which the software is installed insofar as this does not violate any applicable laws, especially export control regulations. The terms of section B, subsection 5.6 apply mutatis mutandis.

1.1.4 Maintenance and development

- a) AEB commits to maintain and develop the software or offer a comparable nextgeneration system. This obligation applies to the current and immediately preceding version of the software.
- b) AEB shall provide the Customer with regular updates for the software used under the on-premise model in the form of service packs available for download. The Customer itself is responsible for installing these service packs and performing tests and backups unless these services have been delegated to AEB.
- c) AEB does not maintain versions preceding those named in section 1.1.4 a) above. AEB commits to give the Customer six months' notice before ceasing to maintain any given version.
- d) Using a system that is no longer maintained is prohibited. The Customer may ask AEB for an exception to allow continued use, which AEB shall deny only when there is a good reason for doing so. In such a case, all of AEB's standard services are reduced solely to the right of use as defined in section B, subsection 2.1.3.
- e) In the current version, AEB fixes bugs and makes improvements. AEB remedies errors in the software, including the documentation, that prevent or substantially impair the value or usability of the software for the usage specified in the system description. AEB also makes minor enhancements or improvements to the functionality – to better represent standard industry processes, for example, or to improve performance. Section 1.1.4 b) above applies mutatis mutandis.
- f) For the preceding version, AEB commits to respond appropriately to fix identified bugs or user interface problems.
- g) Maintenance and development may at any time cause changes to the software's internal data structures and internal program code. For this reason, it is not possible for the Customer to make continued direct use of functionalities of internal programming (in SAP® object code, for example), such as through the Customer's own programming, and such use is not in any way the subject of this agreement. The Customer is solely responsible for any such actions. This does not apply to software functionalities documented by AEB and approved for use by the Customer, such as the interfaces documented by AEB.

2 Optional services

In addition to the services described in section B, subsection 2, AEB offers customers using the on-premise model additional services, which are typically agreed to in an SLA.

These services include, but are not limited to:

Administration and maintenance of software installed in-house at the Customer site (including the installation of service packs, new versions, test runs, etc.).

3 Special system requirements

The minimum requirements profile for hardware and software in an on-premise model can be found in the system requirements, which are made available to the Customer as set forth in section B, subsection 2.2.1. To make it possible for AEB to support and maintain the supported systems, the Customer may only use the software on hardware deemed suitable by AEB for the respective release. Therefore, the following applies:

- The Customer must always keep AEB notified of the necessary current information about the relevant parts of the Customer's server infrastructure, including its availability and the location of the AEB software installation.
- The Customer will notify AEB about changes in a timely manner, at least 4 weeks in advance.

4 Remote maintenance

AEB support for the on-premise model requires access to the installed software or the relevant part of the system over a secured internet connection (remote maintenance) This allows the AEB support agent on duty to perform his or her responsibilities. Access is essential for AEB to fulfill its contractual obligations. Mandatory pre-requisites are:

- Access by AEB to all software or relevant parts of the system to be maintained where required to perform the services.
- Access permission for all authorized support personnel of AEB to the software required to perform the services.

The setup of this remote connection is the basis for all maintenance and support services by AEB. The speed of the response time, fast troubleshooting in the case of an incident and thus smooth operation of the systems rely to a large extent on the availability and stability of the remote connection. AEB's access uses a standardized authentication (token, password, or the like). A list of names of the support staff involved can be obtained on request. Additional personal

data of the support staff will only be provided with due regard for their rights and only in justified exceptional cases (e.g. legal requirements). Any supplements to or special arrangements of the aforementioned services (such as the administration and use of personalized logins) are offered separately upon request and agreed to in a separate written contract.

5 Other obligations of the Customer (to cooperate)

- 5.1 The Customer must take appropriate precautions to limit any losses in the event that all or part of the software does not perform as contractually stipulated. An example would be to perform regular, verified data backups in a manner appropriate to the significance of the data.
- 5.2 To limit risk, the Customer should pay particular attention to the following circumstances, as they can lead to or exacerbate the consequences of software malfunctions:
 - A new version of the operating system or database is installed without consulting AEB.
 - A service pack installation for which the Customer is responsible is not run or not run on time.
 - The Customer's host systems deliver faulty data or no data.
 - Support cases of priority levels 1 or 2 are not promptly reported to AEB.
 - Tables, parameter settings, or authorizations for which the Customer is responsible are incorrect.
 - The Customer enters incorrect data or uses the system improperly.
 - Unrestricted remote maintenance access is granted to the software supported by AEB.
- 5.3 At the end of the contract term or when this agreement terminates, irrespective of the reason, the Customer shall without undue delay
 - cease all use of the software, and
 - delete the software, including all associated documents, documentation, and copies thereof, and
 - provide AEB with written confirmation of both actions.

The Customer is not required to delete the data and work results generated using the software.

6 Additional installations

- 6.1 Additional installations of the system may be used in live production if the Customer complies with the current pricing and licensing model, including the most recent terms and conditions, and has requested the appropriate system certificate. This also applies

to systems running parallel to the productive system. Only installations used for testing and development purposes are free and do not require a system certificate. An additional installation is defined as any new installation that requires the duplication of any magnetic, optical, or other data storage media for the system. The creation of system backup files as part of data backup operations is not considered to be an additional installation.

6.2 For each additional installation, AEB generates an additional system certificate that supplements this agreement.

7 Fees

7.1 The start of use of the licensed software is defined as when the Customer begins live operation, which is on or before the date that AEB has made the software available to the Customer and notified the Customer of the availability in written or text form.

7.2 AEB currently conducts an annual system measurement and reserves the right to conduct quarterly or monthly system measurements. The Customer shall permit AEB to conduct such measurements and support AEB where appropriate.

7.3 The fee for the Customer's additional usage is initially calculated retroactively based on the quotation. The difference between the onetime fees for the ordered service package and the service package actually used is first invoiced. The recurring fees applicable to the service upgrade are then calculated in the same way for the previous year of use and billed retroactively. They are also applied to future billing periods.

7.4 If the quotation does not cite an appropriate service package for excess usage, the fees for the excess usage are pro-rated based on the accepted quotation, and a service upgrade is implemented on this basis with the appropriate fee adjustment.

8 Special provisions on the contract term and termination

8.1 The provisions in the general portion of these terms and conditions notwithstanding, either party may terminate the agreement for cause without a notice period. Common examples of cause include

- if the Customer is already late in paying the costs of the audit and analysis and customization, or
- if the Customer is repeatedly late in paying the annual software license fee, or
- if AEB ceases to maintain the system and offers the Customer a newer system, but the Customer does not wish to use the newer system.

8.2 AEB will not exercise its right to terminate for cause when the Customer is using a software version that is no longer maintained if AEB had explicitly allowed the Customer to continue using the version under the terms of section B, subsection 2.1.3, and section D, subsections 1.1.2 and 1.1.4.

E Special terms for project services

- 1 Customer-specific implementation, configuration, adaptation, extension, or development of software is handled through IT projects (“Customizations”). Customizations are subject solely to the special terms in this section E. If necessary, the parties shall hold workshops to define the scope of services and cooperation in an IT project and draw up and formally approve records and/or functional specifications.
- 2 The project timeline shall be determined jointly by the Customer and AEB and set forth in a binding agreement. Any changes must be made by common consent.
- 3 The Customer must promptly provide all resources (personnel, information, documents, records, hardware, test data, etc.) that are required for its cooperation and formal acceptance of the services. The Customer shall notify AEB of all relevant system environments and processes and coordinate the other suppliers and services in the project. The Customer shall conduct structured tests of an appropriate scope on the subject of the order. These duties of the Customer to cooperate shall be set forth as required in written records, functional specifications, or comparable documents and remain in effect during the operational phase.
- 4 AEB shall treat the Customer’s test data with confidentiality and protect it against unauthorized access. The test data shall be stored only for the purposes of fulfilling the contract and used only to render the AEB services (project, operations, etc.).
- 5 The formal acceptance of services – including on a partial or interim basis – follows the terms set forth by law. The use of all or some of the AEB services in a production environment is regarded as formal acceptance (or partial or interim acceptance, where applicable) of the services.

F Special terms for hardware

- 1 If the Customer purchases hardware through AEB, the law governing the sale of goods, including section 377 of the German Commercial Code (HGB), shall apply.
- 2 Hardware is delivered ex works (EXW Incoterms® 2010).
- 3 Any claims of material defects by the Customer expire one year following delivery of the hardware. This restriction does not apply to claims based on injury to life, limb, and health or to damage attributable to willful misconduct or gross negligence on the part of AEB.

Annex to General Terms and Conditions of AEB SE

I Special terms following termination: retention of archive data

The following terms only become relevant if the storage of customsrelated messages in conjunction with the use of AEB software is part of the scope of services ordered by the Customer from AEB (import, export, NCTS, EMCS, etc.).

In the General Terms and Conditions, the Customer has already ordered the Extended Storage of Archive Data after the contract ends, including in the case of partial termination. Upon (partial) termination of the primary contract based on the General Terms and Conditions ("Primary Contract"), the following contract terms apply:

1 Service description

AEB shall store all the Primary Data (including personal data) archived at the time of (partial) termination of the Primary Contract for a period of 10+1 years for the Customer until the end of the Archiving Period.

2 Fees

The fee for continued storage of Archive Data in the AEB data center until the end of its Archiving Period is already included in the fee paid to AEB under the Primary Contract.

3 Surrender

At any time during the Archiving Period, AEB can provide the Customer with a copy of all currently archived Primary Data for a separate fee if so requested in writing. AEB may, at its own discretion, provide the Customer with the Customer's Archive Data either for download in a conventional format of AEB's choosing or on a conventional data storage medium. AEB shall provide the Customer with access to its archive system upon request for an additional fee.

4 Deletion

AEB automatically deletes Archive Data after the end of its Archiving Period in compliance with data privacy regulations.

5 Liability

5.1 AEB is liable without limit in cases of willful misconduct, gross negligence, in the

absence of qualities explicitly guaranteed by AEB, for personal injury, and under the product liability law of Germany.

- 5.2 Liability for the breach of immaterial obligations as a result of slight negligence is excluded.
- 5.3 In all other instances not covered under section 5.1 above in this annex, AEB's total liability for slight negligence is limited to the amount paid by the Customer to AEB for all services related to ATLAS clearing (import, export, NCTS, EMCS) in the last year before the end of the Primary Contract.
- 5.4 AEB is not liable for indirect losses, consequential losses from defects, or any other concomitant losses (lost earnings, unrealized savings, thirdparty claims for contract penalties, damages, etc.).
- 5.5 AEB is not liable for any losses caused by defects, especially malfunctions or incorrect data, in third-party software used by the Customer or a third party and not licensed by AEB. This includes host systems, auxiliary systems, and operating systems.
- 5.6 AEB excludes any liability for losses ultimately attributable to defects in the equipment of the Customer or third parties (hardware, data lines, electrical boxes, etc.).
- 5.7 AEB is not liable for losses arising from the improper use or maintenance of the system by the Customer.
- 5.8 AEB is not liable for instances of force majeure.
- 5.9 AEB's defense of contributory negligence by CUSTOMER remains unrestricted.
- 5.10 The expiration of damage claims is generally governed by applicable law. Claims for damages arising from AEB products and services expire one year following their provision, however. This restriction does not apply if AEB is found to have exhibited willful misconduct or gross negligence in causing the loss.

6 Validity period

These provisions come into effect upon termination of the Primary Contract and end automatically when the Archiving Period of the last archived object ends.

7 Miscellaneous

- 7.1 No collateral agreements are in place. Changes to this annex must be in text form.
- 7.2 Should any provision of this annex be found to be invalid in whole or in part, this shall not affect the validity of the remaining provisions.
- 7.3 All disputes arising with regard to this annex or its validity shall be decided in a court of law. Stuttgart, Germany, is hereby agreed as the venue.