

General Terms & Conditions

Knowliah B.V.

Version: October 2026

Software Licensing under Rental, Purchase and Cloud Solution Agreements

§1 Scope of Application

1. The following terms and conditions apply to software licensing agreements concluded between Knowliah B.V., a company incorporated under the laws of Belgium with registered address at Leuvensesteenweg 282c, 3190 Boortmeerbeek, Belgium and with company number 0465.828.444 (hereinafter "Knowliah") and B2B contracting parties (hereinafter "Customer", excluding any individuals acting for non-professional purposes). They govern the provision of software, regardless of scope, and shall also apply to all future individual contracts, even if not expressly agreed upon again.
2. These General Terms and Conditions and the respective individual contract concluded between the parties, including annexes, shall apply exclusively insofar as the parties have not agreed otherwise in writing (written form within the meaning of this agreement always includes electronic signatures or digital signatures via PDF). The Customer's terms and conditions shall not apply. Confirmations by the Customer with reference to its own terms and conditions are expressly rejected.
3. This agreement is directed exclusively at businesses acting in their commercial or professional capacity. No consumer withdrawal rights pursuant to Articles VI.47 to VI.53 of the Code of Economic Law apply.
4. These terms and conditions govern the provision of software for rental, purchase or via cloud.
5. They apply to the use of the software in accordance with the current product description, which can be found in the respective offer. The offer and the service description contained therein are an essential part of the contract.
6. The terms and conditions are to be understood as a framework agreement. The parties agree that subsequent orders shall be regulated individually via offers and order confirmations and shall be made under the conditions agreed herein; this also applies to cloud solutions and license purchases booked after the signing of this agreement.

§2 Scope of Services

1. The software is preferably made available as rental software for download on the provider's servers. The Customer receives a right of use for the software and the documentation in digital form. The Customer also receives installation instructions, online help that allows explanations of the functionalities to be retrieved and printed during operation of the software, and in some cases a digital authorization certificate with license key or, in the case of SaaS services, corresponding access data.
2. As a cloud solution, it is possible to additionally rent SaaS solutions and server storage from Knowliah. The Customer is enabled to store data entered via the software on Knowliah's servers or those of a service provider commissioned by Knowliah and to use and process it for its own purposes via an internet connection during the term of the contract.
3. If a SaaS solution is contractually agreed, Knowliah shall provide the Customer with the selected software for use via the Internet. The transfer of the software takes place in this case by handing over the access data to the Customer. In this case, software maintenance and support as well as updates are included in the scope of services.
4. In the case of software rental, software maintenance and support are also included in the scope of services. However, the service obligation does not include the installation and implementation of software updates. This service must be agreed separately between the parties and remunerated.
5. In the case of software purchase, no maintenance costs are included in the scope of services. The conclusion of a software maintenance contract is recommended. Knowliah provides the Customer with updates as well as software maintenance and support as a chargeable service.
6. The provision date results in all cases from the individual contractual agreement.
7. Compliance with the individually agreed provision date or the provision of SaaS access by Knowliah requires the proper and timely fulfillment of the Customer's obligations, insofar as such is required. This includes in particular the transmission of information necessary for the transfer and operation of the software by the Customer. The delivery date shall be extended without prejudice to Knowliah's rights in the event of Customer default by the time the Customer is in default.

8. The Customer has no claim to the transfer of the source code of the software, not even in the case of a software purchase.
9. Unless otherwise agreed in the individual contract, Knowliah's service obligation does not include software installation, updates (in the case of software rental and software purchase), customer-specific adaptations (customizing), training or other consulting or work services beyond the provision of the software. Such services must be agreed and remunerated separately.
10. In the event that the software is protected by means of a license key, the Customer shall receive the license key exclusively for the use of the software as specified in this contract, the license certificate and the user documentation.

§3 SaaS Services and Storage Space

1. Knowliah provides the Customer with the individually contractually defined SaaS solution and a defined storage space on a server for storing its data. The scope of the storage space results from the individual contractual agreement. The Customer can store content on this server in accordance with the technical specifications sent with the order. If the agreed storage space should no longer be sufficient for storing the data, the Customer can order corresponding contingents subject to availability at Knowliah.
2. Knowliah shall ensure that the stored data can be retrieved via the Internet with the exception of the cases regulated in paragraph 14.
3. The Customer is not entitled to make this storage space available to an unauthorized third party in whole or in part, for consideration or free of charge. Third parties are natural or legal persons who are not involved in the legal relationship. However, the parties agree that the term "unauthorized third party" in this context does not include employees within the scope of their employment relationship or members of office-sharing arrangement in which the Customer is involved.
4. In the event that Knowliah's services for SaaS services are used by unauthorized third parties using the Customer's access data, the Customer shall be liable for the charges incurred within the scope of civil liability until receipt of the Customer's order to change the access data or notification of loss or theft.
5. The Customer undertakes not to store any content on the storage space whose provision, publication or use violates applicable law or agreements with third parties.
6. Knowliah is entitled to immediately block access if there is reasonable suspicion that the stored data is illegal and/or infringes the rights of third parties. A reasonable suspicion of illegality and/or infringement exists in particular if courts, authorities and/or other third parties notify Knowliah thereof. Knowliah shall notify the Customer of the blocking and the reason for it without delay. The blocking shall be lifted as soon as the suspicion is reasonably refuted.
7. Knowliah is obliged to take suitable precautions against data loss and to prevent unauthorized access by third parties to the Customer's data.
8. The Customer remains the sole authorized party to the data in any case and can therefore demand the return of individual or all data at any time.
9. Upon termination of the contractual relationship, Knowliah will, upon request, hand over to the Customer all data stored on the storage space assigned to it. The data shall be handed over at

11. If Knowliah provides the Customer with the software by means of remote data transmission (download), it will endeavor to ensure the availability of the software on a server for download by the Customer during its general business hours.
12. The risk of accidental loss, loss or alteration of the software in the case of download shall pass to the Customer upon transfer of the software from Knowliah's network to the public communications network.
13. Partial deliveries and services are permissible, provided that the provision of partial deliveries is not associated with unreasonable effort for the Customer. Partial deliveries can be invoiced individually by Knowliah at the respective time of delivery.

Knowliah's discretion either by handing over data carriers for a fee or by transmission via a data network. The Customer has no claim to receive specific software tools from Knowliah suitable for using the returned data after termination of the contract.

10. Knowliah has neither a right of retention nor a statutory privilege (such as a pledge) with regard to the Customer's data.
11. Knowliah is permitted to involve subcontractors in the provision of SaaS services and the provision of storage space. The use of subcontractors does not release Knowliah from its sole obligation to the Customer for complete contract fulfillment.
12. Knowliah complies with statutory data protection regulations. For the purposes of contract performance, the Customer grants Knowliah the right to duplicate the data to be stored by Knowliah for the Customer insofar as this is necessary to provide the service owed under this contract. Knowliah is also entitled to keep the data in a backup system or separate backup data center. To eliminate disruptions, Knowliah is also entitled to make changes to the structure of the data or the data format.
13. A data processing agreement (DPA) must be concluded.
14. The availability of the respectively agreed services is 99.5% on an annual average. Announced maintenance work is excluded from this. Knowliah will endeavor to inform the Customer three days in advance about planned maintenance work and its effects. Also excluded are failures caused by events that are outside the sphere of influence of Knowliah or its subcontractors, including force majeure or disruptions or failures of the Customer's systems, the Internet or other technologies or devices necessary for access to the service.
15. Knowliah undertakes to credit the Customer with so-called Service Credits on the usage fee for the respective month if availability falls below 99.5%. Beyond these Service Credits, the Customer has no claims against Knowliah. Details are regulated in the individual contractual agreement or an annex to the individual contractual agreement.
16. If the Customer does not assert the availability deviating from paragraph 15 in writing within a period of 1 month after the end of the corresponding year, its claim to the Service Credits shall lapse without compensation.
17. Further or deviating matters regarding the availability of the SaaS service and Service Credits are governed by the Service Level Agreements (SLA) applicable to the respective contractual relationship as an annex to the individual contract, the content of which always takes precedence over these General Terms and Conditions.

§4 Contract Conclusion and Termination

1. Knowliah's representations on its website are non-binding and without obligation. This also applies to technical descriptions and other information on the website, in offers or other documents.
2. With its specific order via the website (the online shop), in writing by email or fax, or by telephone, the Customer submits a binding offer to conclude a contract. An offer submitted by the Customer remains binding for four weeks after receipt by Knowliah. Within this period, Knowliah can declare acceptance. This is usually done in the form of an order confirmation by email. An email automatically sent by Knowliah confirming receipt of the order is not an acceptance. The order confirmation contains details about the usage rights and the duration of their granting, the price and other conditions agreed by the parties. The Customer is advised to regularly check the SPAM folder of their email inbox.
3. Knowliah reserves the right not to accept the respective offer, in particular in the event that the price list, online shop or an individualized price proposal contains typographical, printing or calculation errors that have become the basis of the Customer's offer.
4. If Knowliah provides the licenses or the software for download before sending the order confirmation, this constitutes implied acceptance.
5. The term of a rental contract and the term of a SaaS contract result from the respective individual contractual agreement. It is automatically extended by the respective term if it is not terminated in writing with a notice period of 3 months before the expiry of the original or the respectively extended term. The termination of fixed-term contracts requires written form (written in the context of this agreement always means electronically signed or with a digital signature via PDF) to be effective.
6. The term of the framework agreement depends on the individual contracts for software transfer concluded between the parties. The same applies to additionally booked modules and user licenses.
7. A change of legal form/name change or dissolution of the Customer does not lead to a special right of termination. However, Knowliah may, in such cases, decide at its own discretion on early termination of the contract at the Customer's request, provided that the Customer pays an early termination fee to be agreed on a case-by-case basis.
8. In addition, each contracting party has the right to terminate the software rental contract or cloud contract extraordinarily for good cause, with immediate effect and without prior court intervention, if the continuation of the contractual relationship is no longer reasonable. Termination by the Customer due to non-granting of contractual use is only permissible if Knowliah has been given sufficient opportunity to remedy defects and this is to be regarded as failed. Knowliah may terminate without notice and extraordinarily, without prior court intervention, in particular if the Customer makes unauthorized copies of the software, passes it on without authorization, does not prevent unauthorized access, decompiles the software without authorization, is more than two months in arrears with monthly payment or continues to use the software contrary to the contract despite a warning. In these cases, the continuation of the contractual relation is automatically deemed no longer reasonable.
9. Partial terminations of individual licenses and modules are possible in accordance with the termination conditions.

§5 Fees and Payment Terms

1. The fee to be paid by the Customer is bindingly recorded in the individual contract according to the software and software modules selected by the Customer. It is determined according to the price list valid on the day the offer was submitted. The respective prices can be requested from Knowliah at any time.
2. All prices are net, i.e. exclusive of any applicable value added tax.
3. On-site services by Knowliah are invoiced separately according to the fee agreement, unless it is an agreed special service or commissioning service according to a concluded individual contract.
4. Unless otherwise agreed in writing, the purchase price is due from invoicing and must be paid within 7 calendar days to the account specified by Knowliah. Unless the Customer has notified Knowliah in writing within 7 calendar days of receipt of the respective invoice, stating the respective reasons, that in its opinion the invoice is incorrect or part of the invoice amount is not due, the invoice is deemed approved by the Customer.
5. The monthly rent or the monthly fee for the SaaS service is due on the 1st of each month, unless otherwise agreed, beginning with the 1st day of the month following the time of transmission of the license information for the rental software or the transmission of the access data for the SaaS services.
6. Payment for fixed-term contracts is primarily made by SEPA direct debit. When selecting this payment method, the Customer is obliged to issue a SEPA direct debit mandate to Knowliah when concluding the contract. After issuing the mandate, the monthly fee is due for payment, but not before the expiry of the pre-notification period. Pre-notification is any communication from Knowliah to the Customer have addeannouncing a debit by SEPA direct debit. This is usually done in the form of an invoice. The Customer receives the invoices by email according to the debit period. The pre-notification period is reduced to one working day. The Customer warrants to ensure that the account is covered. Costs arising from non-payment or charge-back of the direct debit are borne by the Customer.
7. In the event of non-compliance with payment deadlines, the Customer is automatically in default. A separate payment reminder is therefore not required.
8. Default interest amounts to the statutory interest rate applicable to commercial transactions set out in the Law of 2 August 2002 on combating late payment in commercial transactions, as updated by the Federal Public Service Finance from time to time. The obligation to pay default interest does not exclude the assertion of further default damages by Knowliah. In particular, the Customer in default must reimburse Knowliah for all reasonable dunning, collection and information costs, including at least the EUR 40 lump-sum compensation provided under the Law of 2 August 2002 on combating late payment in commercial transactions.
9. The assertion of a right of retention by the Customer is excluded. The Customer may only offset against legally established claims. Except where assignment is mandatorily permitted by applicable law, the Customer may only assign contractual claims against Knowliah to third parties with Knowliah's prior written consent.
10. Knowliah is entitled to change its prices once a year at its reasonable discretion to reflect the impact of changes in the total costs associated with its service. Examples of cost elements

that influence prices include production and licensing costs, costs for technical provision and distribution of its service, customer service and other costs (e.g. billing and payment, marketing), general administrative and other overhead costs (e.g. rent, interest and other financing costs, costs for personnel,

service providers and services, IT systems, energy) as well as government-imposed fees, contributions, taxes and duties. All price changes apply at the earliest 30 days after notification to the Customer.

§6 Customer Obligations

1. The Customer is obliged to support Knowliah in the performance of the contract to the best of its knowledge and belief and to create all conditions necessary for the proper performance of the contract. The Customer will provide Knowliah with all information necessary for the fulfillment of the contract. This includes in particular information that is necessary for the delivery of the software. This also includes the Customer informing employees in good time about upcoming services to be provided by Knowliah.
2. The Customer is obliged to secure the software against access by unauthorized third parties by means of suitable measures, in particular to keep the downloads and the data carriers with the copies made by it in accordance with the contract in a protected place.
3. It will also duly inform its employees, staff and vicarious agents who use the software in accordance with the provisions of the contract, about the requirements for compliance with the individual contractual agreements and these GTC and compliance with the provisions of copyright (and other intellectual property) laws.
4. The Customer must inform itself about the essential functional features of the software and bears the risk of whether these meet its wishes and needs. In case of doubt, it should seek advice from Knowliah's employees or competent third parties before concluding the contract.
5. The establishment of a functional hardware and software environment is the sole responsibility of the Customer. The contractual use of the software requires that the hardware and software used by the Customer (workstations, data communication equipment, etc.) meet the technical requirements for the use of the currently offered software and that the users authorized by the Customer to use the software are familiar with its operation. The requirements are regulated in the documentation provided to the Customer from time to time. In particular, the operability of the software requires that the Customer use one of the last three main versions of products (e.g. Microsoft SQL Server, Microsoft Windows, Microsoft Office) and that these are in "mainstream support" or at least in "extended support".
6. The Customer must test all functions under the Customer's hardware and software environment before commissioning the software. Likewise, the Customer must examine the freedom from defects of the downloads, user manuals and other documentation upon handover. If defects are detected by the Customer, they must be reported to Knowliah immediately. The Customer will forward all information available to it that is necessary for the elimination of the fault to Knowliah.
7. The Customer is obliged to check its data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose.
8. For troubleshooting and debugging purposes as well as for evaluation purposes, the Customer grants Knowliah access to the software, directly and/or by means of data transmission.
9. Upon Knowliah's request, the Customer will enable it to verify the proper use of the software, in particular whether the Customer is using the software qualitatively and quantitatively within the scope of the licenses it has acquired. If Knowliah has indications of overuse, the Customer is obliged to provide Knowliah with information, to grant access to relevant documents and records, and to enable an inspection of the hardware and software environment used. The Customer is always obliged to support Knowliah in inspections, in particular it is obliged to connect its server to the Internet for automatic license verification by the software.
10. If automatic license verification is not possible, Knowliah may carry out the verification on the Customer's premises during its regular business hours or have it carried out by third parties bound to secrecy. Knowliah will announce the inspection 30 days in advance and will ensure that the Customer's business operations are disrupted as little as possible by its on-site activities. If the inspection reveals that the number of licenses acquired has been exceeded by more than 5% (five percent) or other non-contractual use, the Customer shall bear the costs of the inspection, otherwise Knowliah shall bear the costs. All other rights of Knowliah remain reserved.
11. The Customer shall designate a contact person for each location where the software is used who is available for all necessary information and can make or promptly bring about decisions necessary for the cooperation of the parties. The contact persons must be familiar with the functionality of the software according to the technical description and the manual as well as with the technical conditions of the IT systems available at the Customer.
12. The Customer is obliged to carry out an appropriate, regular system backup of the data, which also includes the program and database files of the software, in the event that the software does not work properly in whole or in part, so that data can be restored with reasonable effort in the event of possible data loss.
13. Should the Customer breach an agreed cooperation obligation and thereby prevent Knowliah from providing contractual services, those deadlines and dates that may have been bindingly agreed shall be postponed by the duration of the hindrance.
14. The Customer is prohibited from any kind of abusive use and manipulation of Knowliah's system or network. In particular, it is prohibited from violating or otherwise circumventing security or authentication measures, for example by introducing viruses. In the event of misuse or willful violation of the integrity of the system or network, Knowliah is entitled to extraordinarily terminate the fixed-term contract with the Customer (without prior court intervention) and to claim damages.
15. After termination of the software rental agreement, the Customer is obliged to return the software on the original data carrier, if available, including the user manual and other documentation to Knowliah. This return must be made free of charge for Knowliah. Any copies of the software created must also be handed over or deleted if handover is not possible. In the case of downloads, these and all copies thereof must be completely deleted after termination of the contract. The Customer will confirm the deletions to Knowliah in writing after they have been carried out.
16. The Customer may not continue to use the software in any way after termination of the software rental agreement.

§7 Usage Rights

1. All Knowliah software including all documentation is both material and intellectual property of Knowliah. It remains the owner of all copyrights, patents, trademarks and other intellectual property rights. The ownership rights to the software remain unaffected; the Customer only receives a license to use the software.
2. For rental contracts and SaaS services, Knowliah grants the Customer the right to use the software and documentation in accordance with the provisions of this agreement and in accordance with the respective individual contract for its own purposes and for the purposes of affiliated companies (within the meaning of applicable corporate law; together the "Customer Group") insofar as this has been contractually agreed between the parties on an individual basis. This right is limited in time to the term of the respective individual contract, is non-exclusive and non-transferable.
3. In the case of software purchase, the purchaser receives, upon full payment of the purchase price, a temporally unlimited and non-exclusive right to use the software and documentation in accordance with the provisions of this agreement and in accordance with the respective individual contract for its own purposes and for the purposes of affiliated companies (within the meaning of applicable corporate law; together the "Customer Group") insofar as this has been individually agreed between the parties.
4. In the event of such an agreement, the Customer is obliged to notify Knowliah immediately in writing of the departure of an affiliated company from the Customer Group. In this case, the Customer warrants that the further use of the software will cease after the company leaves the Customer Group. If the Customer fails to provide immediate notification, it is liable to the company for damages.
5. All data carriers and documentation are subject to retention of title until full payment of the purchase price.
6. Knowliah grants the Customer a simple right of use to the licensed software. In the case of rental and SaaS contracts, the right of use only exists for the period specified in the individual contract.
7. The right of use exists in all cases in accordance with the respective individual contract either for the number of actual users specified therein or is tied to a professional who can make the software available to a number of employees freely determined by him within the scope of their employment relationship. If the number of users is defined in the individual contract, either the named user license model or the current user license model can be agreed between the parties in the individual contract.
8. If, according to the individual contract, the right of use is tied to the number of actual users and/or professionals, the Customer is obliged to immediately notify Knowliah in writing of the number of users and/or professionals in the event of a change, at the latest in the month following the change, without a separate request from Knowliah, and if necessary to request or generate separate access data for new users. If the contact information of the users or other information relating to the users' accounts changes, the Customer must inform Knowliah immediately. The user's information must always be kept up to date.
9. Knowliah may have the number of users and the scope of the modules used verified by a third party bound to secrecy if it has justified doubts about the notification of the scope of use by the Customer.
10. Permitted use includes the installation of the software on any type of hardware that meets the hardware requirements and is owned, leased or rented by the Customer. If it changes the hardware, it must delete the software from the hardware previously used. Simultaneous storage, stockpiling or use on any hardware is not permitted. The use of the software within a network or other multi-station computer system is permitted, provided that this does not create the possibility of simultaneous multiple use of the software.
11. The Customer may only reproduce the software to the extent that the respective reproduction is necessary for the use of the software. This includes installing the software on the mass storage device of the hardware used and loading it into the working memory.
12. No further reproductions may be made. This includes reproductions by outputting the program code. Only one printout or copy may be made of the user manual, if available, or other documentation. Any further reproduction of the software or of the user manual, if available, or other documentation by the Customer is only permitted with the express permission of Knowliah.
13. Under no circumstances does the Customer have the right to rent out the software or its access data or to sublicense it in any other way, to publicly reproduce or make the software accessible, or to make the software or its access data available to unauthorized third parties for a fee or free of charge, e.g. by way of application service providing or as "Software as a Service". Third parties are natural or legal persons who are not involved in the legal relationship. However, the parties agree that the term unauthorized third party in this context does not include employees within the scope of their employment relationship or members of office-sharing arrangement in which the Customer is involved.
14. In the case of a software purchase agreement, the purchaser is only entitled to permanently transfer the acquired software to a third party by handing over the documentation if usage restrictions identical to those agreed with Knowliah have been agreed with this third party. In this case, the purchaser will completely abandon the use of the software, remove all installed copies of the software from its devices and delete all copies on other data carriers or hand them over to Knowliah. It must confirm this and the complete implementation of the measures mentioned to Knowliah immediately in writing. The purchaser is obliged to inform Knowliah of the name of the third party.
15. Splitting of acquired volume packages is not permitted.
16. The Customer is prohibited from analyzing, reassembling or editing or modifying the software in any way. The Customer is only entitled to edit the software beyond the contractual use if this is absolutely necessary for the purpose of eliminating errors and Knowliah is in default with the elimination of the error. In this case, the Customer may only commission a third party who is not in competition with Knowliah to eliminate the error if there is a risk of disclosure of important program functions and working methods through the elimination of the error. Changes made by the Customer in the context of error elimination must be documented and reported to Knowliah.
17. Any use of the software beyond the contractually agreed extent, e.g. in the case of simultaneous multiple use by several users not agreed upon, constitutes a material breach of contract.
18. The Customer undertakes to immediately pay the rent for the software in accordance with Knowliah's currently valid price list after corresponding invoicing for the non-agreed overuse, depending on the type of contract, either the rent for the software or the corresponding purchase price in accordance with the currently valid price list. If the Customer conceals the overuse and Knowliah determines this otherwise, the Customer must pay liquidated damages for the unauthorized overuse in

the amount of three times the rent for the respective period or double the purchase price according to the currently valid price list. The Customer remains free to prove that Knowliah has only suffered lesser damage.

19. The license key serves to facilitate proof of the purchaser's authorization. Its possession or use alone does not grant any right

§8 Intellectual Property Rights Infringement

1. Knowliah warrants that at the time of conclusion of this agreement it is not aware of any prior rights of third parties to the software to be provided by Knowliah or that it has acquired the corresponding rights from the rights holder.
2. The Customer will inform Knowliah immediately in writing about claims asserted by third parties.
3. The Customer authorizes Knowliah to conduct the dispute with the third party itself. The Customer is not entitled to acknowledge the claims asserted by the third party without the prior written consent of Knowliah.
4. Knowliah is not liable for the infringement of third party rights caused by unauthorised use of the licensed software, use

§9 Quality of the Software

1. The individual contract, the documentation, in particular the functional description valid at the time of delivery and made available to the Customer before conclusion of the contract, as well as the following provisions are decisive for the quality of the software supplied by Knowliah.
2. The functional description is stored online and can be viewed on Knowliah's website.
3. Knowliah does not owe any quality or functionality of the software beyond this. Technical data, specifications and performance information in public statements, especially in advertising materials, are not quality specifications.
4. Technically incorrect programming of the software does not constitute a material defect if it has no effect on the functionality or contractual use of the software. The Customer is aware that any software has a technical risk of errors.

§10 Warranty

1. The Customer is obliged to immediately notify Knowliah in writing of any errors that occur, by reaching out to the service contact announced at the time of contract conclusion and to immediately transmit all information useful for error detection and analysis in a comprehensible and detailed manner. It will support Knowliah in determining and remedying defects.
2. For the software rental contract, the statutory provisions on warranty in rental contracts apply in principle. The provisions regarding the tenant's knowledge of the defect at the time of contract conclusion or acceptance and defects occurring during the rental period, notification of defects by the tenant, apply. The application of the tenant's right to remedy defects itself is excluded. The application of liability provisions for initial material defects is also excluded insofar as the standard provides for liability independent of fault.
3. In the case of software purchase, the Customer must examine the freedom from defects of the downloads, user manuals and other documentation immediately upon handover. Commercial law principles regarding the duty to inspect and give notice of defects apply with the proviso that the Customer's duty to inspect is limited to defects that are obvious. Notwithstanding the duty to inspect, the notice of defects shall in any case be deemed timely and proper if it is sent to the service contact announced at the time of contract conclusion within two weeks

to use the software. Such a right only follows from a license agreement with Knowliah.

20. Copyright notices, serial numbers and other features serving to identify the program may not be removed from the software or changed.

outside the intended area of application or use in combination with components not expressly recommended by Knowliah (e.g. hardware and software) by the Customer.

5. In the event of intellectual property rights infringements, Knowliah may – without prejudice to any claims for damages by the Customer – at its own discretion and at its own expense with regard to the affected service:
 - after prior consultation with the Customer, make changes to the software, in particular replace it with a newer version, so that, while safeguarding the Customer's interests, there is no longer any infringement of intellectual property rights, or
 - acquire the necessary usage rights for the Customer.

5. The Customer must therefore ensure that complete data back-up, which is carried out regularly, enables simple reconstruction of any data that may have been lost.
6. Insofar as the individual contract and the referenced annexes does not mention and also does not restrict or exclude a functionality, the software is suitable for the ordinary use that is customary for software of the same type and that the Customer can expect according to the type of software.
7. Knowliah reserves the right to make changes to the software through any updates that lead to a deviation from the agreed quality, insofar as they are based on an improvement in technology or changes in appearance (especially form and color) and are insignificant changes that are reasonable for the Customer.

of receipt or first detection in the case of obvious defects. If the notice is not given in time, the purchased software is deemed to have been approved with regard to this defect. The assertion of warranty claims is excluded in this respect.

4. Warranty claims of the purchaser expire within one year. Excepted from this are claims for damages arising from injury to life, body or health.
5. Knowliah will remedy the defect properly reported by the Customer by way of subsequent performance, i.e. by repair or replacement delivery. The choice of how to remedy a defect by way of subsequent performance is initially up to Knowliah. The Customer's right to refuse the chosen type of subsequent performance under applicable mandatory laws remains unaffected.
6. To the extent reasonable for the Customer, Knowliah is entitled to provide the Customer with a new version of the software (e.g. update, maintenance release/patch) to remedy defects, which no longer contains the complained defect or eliminates it. It is also entitled to carry out subsequent performance through remote services.
7. Subsequent performance only includes the elimination of the defect and no extension of functionality.

8. The Customer will support Knowliah in determining and remedying defects and immediately provide access to documents showing the detailed circumstances of the occurrence of the defect.
9. Before asserting claims for subsequent performance, the Customer will check with due commercial care whether a defect subject to subsequent performance exists. If an alleged defect is not subject to the obligation of subsequent performance (apparent defect), Knowliah may charge the Customer for the services provided for verification and troubleshooting at the respectively valid remuneration rates of Knowliah plus the necessary expenses, unless the Customer could not have recognized the apparent defect even when exercising due commercial care.
10. Knowliah is not obliged to provide warranty if errors in the software occur after changes in the operating and operating conditions, after installation and operating errors, unless these are based on defects in the user manual, after interventions in the software, such as changes, adaptations, connections with other programs and/or after use contrary to the contract, unless the Customer proves that the errors already existed when the software was handed over or are not causally related to the above-mentioned events.
11. If the subsequent performance is not successful twice within a reasonable period, the purchaser has the right to reduce the purchase price or – at its option – to withdraw from the purchase contract.
12. In the event of withdrawal, the Customer must return all items received from Knowliah for the fulfillment of this purchase contract. In addition, the software must be uninstalled immediately and permanently. The uninstallation obligation covers all software provided on the basis of this contract (including software provided in the context of subsequent performance, for example through updates or another version).
13. The Customer must confirm in writing that it has fulfilled its obligation to uninstall the software.
14. The Customer may not enforce a rent reduction by deducting from the agreed rent unless the right to reduction is undisputed or has been established by a court. The right to reduction extends only to the respectively defective functionality of the software.
15. The place of performance for subsequent performance is Knowliah's registered office.

§11 Remote Service

1. Knowliah can remedy defects through updates if the Customer creates the technical prerequisites for this. The Customer will enable Knowliah remote access to its IT systems to the extent necessary.
2. The parties will agree on a transfer point up to which the Customer must ensure communication for the updates within the

company. Beyond this transfer point, neither party is responsible for the successful transmission of data.

3. If defect elimination via update is not possible because a connection was not established by the Customer contrary to its consent, and as a result an on-site visit is carried out, the Customer must bear the necessary additional expenses.

§12 General Liability

1. Knowliah is only liable for intent and gross negligence. For slight negligence, it is only liable for breach of an essential contractual obligation (cardinal obligation), the fulfillment of which is essential for the proper performance of the contract and on whose compliance the Customer may regularly rely, as well as for damages resulting from injury to life, body or health.
2. Liability in the case of slight negligence is limited in amount to the amount of foreseeable damage that must typically be expected to occur. However, liability is limited to a maximum of EUR 500,000 per claim and EUR 1,000,000 in total.
3. Knowliah shall in no event be liable for indirect, consequential or punitive damages, including – without limitation – loss of profit, loss of business or clientele, business interruption, pure financial losses or third-party claims.
4. Knowliah is not liable for the loss of data insofar as the damage is due to the fact that the Customer failed to carry out data backups and thus contribute to ensuring that lost data can be restored with reasonable effort.
5. The above provisions cover both liability in contract and in tort, and also apply in favor of Knowliah's organs and vicarious agents (as well as other auxiliaries engaged by Knowliah).

§13 Confidentiality / Data Protection

1. The parties undertake to treat all confidential or personal information received in connection with the contractual relationship as confidential and, if necessary, to protect it through appropriate technical and organizational precautions. The information is stored, processed, used and made accessible to third parties exclusively within the scope of the agreed purposes.
2. The confidentiality obligation for both contracting parties also extends to all business and trade secrets, procedures or other business or operational facts that have become known. It extends to employees, staff, representatives and vicarious agents and also applies after termination of the contractual relationship.
3. Further details on data protection can be found in the privacy policy.
4. Knowliah appoints a data protection officer who can be contacted directly by the Customer.
5. "Confidential information" means all information and documents of a party that are marked as confidential or are to be regarded as confidential from the circumstances, in particular information about the respective party's products, including object codes, documentation and other documents, operational processes, business relationships and know-how.
6. Knowliah shall only process the contractual relationship within the scope of the applicable law while complying with the data protection provisions applicable in the respective legal system. This does not affect Knowliah's obligation to maintain the confidentiality of business and trade secrets already resulting from statutory provisions.
7. The obligation to maintain confidentiality does not apply to confidential information that:
 - a. was demonstrably already known to the recipient at the time of conclusion of the contract or becomes known thereafter

from a third party without breach of a confidentiality agreement, statutory provisions or official orders;

- b. is publicly known at the time of conclusion of the contract or is made publicly known thereafter, unless this is based on a breach of this contract;
 - c. must be disclosed on the basis of statutory obligations or by order of a court or authority. To the extent permissible and possible, the recipient obliged to disclose will inform the other party in advance and give it the opportunity to take action against the disclosure.
8. The parties will only grant advisors access to confidential information who are subject to professional secrecy or who have previously been subject to confidentiality obligations corresponding to the confidentiality obligations of this contract. Furthermore, the parties will only disclose the confidential information to those employees who need to know it for

§14 Final Provisions

1. Side agreements, amendments and additions require written form to be legally effective. This formal requirement cannot be waived by oral agreement.
2. Should individual provisions of this agreement and other agreements between the contracting parties be or become wholly or partially invalid or ineffective, or should the party agreements contain a formal error or a gap, the legal effectiveness of the remaining provisions shall remain unaffected. The parties undertake to replace the ineffective or invalid provision with another effective provision that comes closest to the intended economic purpose. The same applies in the case of a gap.
3. In the event of a dispute arising from these terms and conditions, the individual contract or an annex, the contracting parties may initiate conciliation proceedings before conducting court proceedings. The conciliation proceedings are intended

§15 Amendments to the GTC

1. Knowliah is entitled to amend the GTC in whole or in part at any time for the following reasons, provided this does not lead to unreasonable disadvantage to the Customer: For legal or regulatory reasons; for security reasons; to further develop or optimize existing features of the Services or to add additional features; to take account of technical progress and make technical adjustments and to ensure the future functionality of the

the implementation of this contract, and will also oblige these employees to maintain confidentiality for the period after their departure to the extent permissible under labor law.

9. Any culpable breach of these regulations will result in a contractual penalty of EUR 50,000. Further claims of the injured party remain unaffected.
10. The contracting parties will, if necessary, separately conclude a data processing agreement, which in particular defines the subject and duration of processing, the type and purpose of processing, the type of personal data, the categories of data subjects and the obligations and rights of the Customer existing within the framework of order processing.
11. In addition, the Customer agrees that Knowliah processes the Customer's usage behavior and depth of use in its own IT for its statistics and for the purpose of continuous improvement. Personal data is expressly not processed in this context.

to settle the dispute in whole or in part, provisionally or finally. The limitation period for all claims arising from the subject matter of the conciliation is suspended from the conciliation request until the end of the conciliation proceedings. The parties clarify that the prior initiation of conciliation proceedings is not a procedural requirement, regardless of whether it is proceedings on the merits or interim relief.

4. The legal relationships of the parties arising from or in connection with this contract are subject exclusively to the laws of Belgium, excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract is the registered seat of Knowliah B.V. However, Knowliah is also entitled to sue at the courts of the Customer's registered address.

Services. If Knowliah makes changes, it will notify the Customer in writing and inform them of their rights.

2. Changes are deemed approved if the Customer does not object in writing within four weeks of notification. If the Customer objects to the changes, each Party has a special right to terminate the contract with immediate effect, without prior court intervention.

Special Provisions for Data Provision

If, in addition to the provision of software, the provision of data within the framework of the software covered by the contract has been individually agreed between the parties, the following special provisions shall apply.

§1 Subject Matter and Scope of Services

1. The provision of data is always carried out by a company specializing in this within the stp.one Group (hereinafter "Information Company"). This company regularly and fully automatically queries specific and general Internet sources using IT-technical procedures. It obtains information available at the time of the query and then processes it. The data sources include public registers (e.g. insolvency announcements, commercial registers), but also company websites or city and municipal websites.
2. The form, scope, content, quality and timeliness of the data provided by the Information Company always depend on the data sources used. There is no verification of the data, in particular with regard to its factual accuracy, completeness and timeliness, either by the Information Company or by Knowliah.
3. Knowliah does not provide any warranty that all external data sources will remain accessible to the Information Company for use in unchanged form.

4. Neither Knowliah nor the Information Company is obliged to check the respective data sources for subsequent changes and to update the data provision.
5. Insofar as the Information Company interprets and structures information from the respective data source, this is always done fully automatically. Knowliah does not owe any manual (re-) checking of this process.
6. Knowliah will remove data that violates applicable laws and regulations. However, this does not mean that Knowliah monitors the services or checks or filters content.
7. Neither Knowliah nor the Information Company checks the existence or identity of natural and legal persons. If the Customer

§2 Rights of use in respect of the data provided

1. The Customer is granted a simple (non-exclusive), non-transferable right to use the data for the purpose of use agreed in the individual contract and solely for its own internal needs. Any use outside that purpose is prohibited, in particular advertising use, onward transmission, or the creation of an in-house database.
2. Authorised to use the data are the number of actual users specified in the individual contract or the relevant professional practitioner together with the employees belonging to that practitioner's immediate legal organisation in the course of their employment, as well as any members of a shared office in which the Customer participates.
3. The right of use is unlimited in time but is tied to the term of the relevant software-licence agreement and ends automatically upon its termination. Statutory obligations to erase data must be observed.

§ 3 Data-protection warranty by the Customer

1. Insofar as the Customer processes personal data, the Customer shall ensure compliance with the EU General Data Protection Regulation (GDPR) and all other data-protection rules within the Customer's sphere of responsibility.
2. The Customer warrants to the Information Company that it possesses a lawful basis for processing the personal data concerned
3. Knowliah reserves the right to request information from the Customer about the use of the data where this is necessary to demonstrate compliance with statutory provisions (in particular the GDPR). This applies especially if authorities require such evidence from stp.one or the Information Company. The

recognizes that the data provided by the Information Company relates to a natural or legal person other than the one requested by the Customer, the Customer may not use the data provided. The identification of the person and the final assessment of the content of the data provided by the Information Company is the responsibility of the Customer.

8. The Customer alone is responsible for handling the data in compliance with the law and the contract. stp.one does not examine whether the Customer's intended use of the data is lawful, particularly with regard to data-protection requirements.
9. With regard to the availability of the data, § 3 of these General Terms and Conditions for the Provision of Software shall apply mutatis mutandis.

4. On termination, the Customer must cease any use of the data. Stored data must be deleted promptly, completely and irreversibly.
5. The Customer must, in case of doubt, prove that it is entitled to use the data.
6. The transfer of the right of use is conditional upon receipt of all payments due under the contractual relationships between Knowliah and the Customer, in particular under the relevant software-licence agreement.
7. Any breach of the right of use constitutes good cause entitling stp.one to terminate the contractual relationship—especially the software-licence agreement—with immediate effect. Knowliah expressly reserves the right to assert claims for damages.

Customer shall, so far as possible, provide the requested evidence and keep suitable records for a period of 18 months.

4. The Customer is obliged not to base decisions affecting a data subject—producing legal effects or similarly significant impacts—solely on automated processing of personal data (Article 22 GDPR).
5. Within its statutory duties, the Customer shall inform the data subject about the data processing carried out by the Customer and shall clearly distinguish between the respective spheres of responsibility: the Customer as controller of the data and the Information Company as the processor of the data.

Special Provisions for Software Maintenance, Support and Services

§1 Services

1. In addition to software maintenance and support, Knowliah provides various services related to the software, provided these specific services have been individually agreed. In particular, the Customer may commission support and takeover for setting up the software, installation and implementation of software updates within the framework of software rental contracts or purchase contracts, or support and takeover of data migration. Any service is to be remunerated separately.
2. The content and scope of the service obligation must be agreed in the individual contract. Unless anything specific has been

agreed, an activity is owed that corresponds to the principles of proper professional practice.

3. In any case, Knowliah only owes the agreed or customary activity within the scope of the service, but never a specific success. In this respect, Knowliah does not provide any guarantee of success.
4. Knowliah designs the individual manner of service provision to fulfill the service obligation and adapts it if necessary.

5. The place of performance for all services is Knowliah's registered office, unless the performance must take place at another location due to the nature of the matter.
6. Knowliah is entitled to provide any type of service through a subcontractor or an affiliated company within the meaning of Articles 1:14 to 1:16 of the Code of Companies and Associations unless this is legally excluded. Knowliah will, as far as necessary, conclude a corresponding confidentiality agreement with the subcontractor, as well as a corresponding data processing agreement if necessary.
7. The general provisions on contract conclusion for software transfer apply to the conclusion of service contracts.
8. Deviating requests and changes, in particular regarding the scope of services, are possible in principle. Any resulting additional effort and costs must be borne by the Customer.
9. The Customer is always obliged to cooperate within the framework of service provision. The Customer is aware that the quality of the service depends heavily on the quality and punctuality of its cooperation services. For this purpose, it is of great importance that the Customer provides the data to be transmitted

§2 Software Maintenance Services

1. Within the framework of the software rental contract and the SaaS service, Knowliah provides the following services, unless otherwise regulated in the individual contract:
 - Error elimination,
 - Further development of the software (version changes, functional enhancements), whereby the implementation and installation of software updates must always be remunerated separately in the case of software rental,
 - Provision of a hotline support.
2. Knowliah provides the maintenance service from the conclusion of the contract, but not before the time at which the Customer has reported the operational use of the software.
3. The aim of error elimination is to restore the functionality of the software agreed in the software transfer agreement and continued by amendments.
4. Knowliah will eliminate errors in the software reported by the Customer within a reasonable period in accordance with the following provisions. The period is reasonable within which Knowliah can analyze and eliminate the reported errors without culpable delay, taking into account its order situation and the availability of suitable employees.
5. The type and manner of error elimination is at Knowliah's discretion and is regularly done by providing software adaptations that change and/or supplement the software, including the provision of documentation of the changed and/or supplemented functions in a form to be chosen by Knowliah, which can also be done by way of online help.
6. Knowliah provides error elimination services with due commercial care. It does not provide any guarantee for the elimination of errors at all or within a certain time.
7. Errors must be reported to Knowliah by email/telephone. The error message must contain the following information:
 - Name and address of the Customer (the organization),
 - Specific designation of the module in which the error occurs,
 - Specific designation of the work steps in the course of which the error occurs or which cause the error,

or created by it, information and materials necessary for the performance of Knowliah's service obligation in a timely manner as agreed.

10. Insofar as Knowliah is obliged to provide services for the performance of which it must access the Customer's IT system by means of remote data transmission, the Customer must enable the corresponding access.
11. Should the Customer breach an agreed cooperation obligation and thereby prevent Knowliah from providing contractual services, those deadlines and dates that may have been bindingly agreed in individual contracts shall be postponed by the duration of the hindrance.
12. In the event of postponements or cancellations by Knowliah or the Customer, the provisions from the section on Training, Seminars and Academies of these General Terms and Conditions shall apply accordingly.
13. The amount of remuneration for Knowliah's services is set out in the individual contract. The general provisions on payment terms for software transfer apply to payment terms.

- Description of the error using screenshots, logs or similar information,
- Day and time of error detection,
- Information on reproducibility (yes/no) and
- The priority given in the Customer's assessment.

8. The final and binding prioritization is always up to Knowliah. However, if the error reaches a higher priority level according to the Customer's assessment, the Customer must inform Knowliah immediately.
9. The respective requirements of the priority levels and the corresponding response times result from a separately concluded Service Level Agreement (SLA).
10. Assessment and troubleshooting are carried out during Knowliah's core business hours on working days (Monday – Friday excluding public holidays) from 08:30 to 17:00.
11. If the report is made outside core business hours, the respective response time begins at the earliest with the start of core business hours, unless otherwise agreed in individual contracts. The time of receipt of the report by Knowliah is only relevant if the report contains the information necessary for error detection and elimination.
12. Knowliah is entitled, but not obliged, to remedy errors outside its core business hours; however, this is only done if the Customer guarantees its cooperation to a sufficient extent and bears the additional fees incurred for these services. Deviations from this can be agreed individually by contract.
13. Taking into account the prioritization made, Knowliah can eliminate occurring errors at its own discretion by the following measures:
 - Provision of software adaptations online to be installed by the Customer itself. This regularly includes the provision of software components ("patches"),
 - Error elimination via remote access to the Customer's systems, through which the software itself can be changed or changed in the settings,
 - Advising the Customer on circumventing errors or eliminating errors,

- in the event that the aforementioned measures are not possible or not promising, by on-site troubleshooting.

14. For errors of the lowest priority level, the elimination can be postponed at Knowliah's discretion by providing a software

§3 Further Developments

1. Knowliah strives to constantly develop the software further. The further development of the software can lead to an extension and/or change of the software with the result that new functionalities are available, existing functionalities are optimized in the process and/or user guidance or data management is adapted to the state of the art.

§4 Hotline Support

1. Knowliah will support the Customer by telephone or other means of remote communication in the event of software errors.

§5 Services Not Owed

1. Under a maintenance contract, subject to deviating agreements in individual cases, there is no claim to the following services:

- Adaptation of the software to versions that are in use by other users or distributed by Knowliah.
- Adaptation of the software to a changed hardware or software environment including adaptation to changed operating systems.
- Adaptation of the software to legal or other sovereign requirements.
- Elimination of errors from the Customer's risk area, in particular errors caused by contamination of software components with computer viruses, use of unsuitable data carriers, abnormal operating conditions not corresponding to the contractually agreed conditions, faulty hardware, failure of the power supply or data-carrying lines, errors due to lack of information security, unsuitable environmental conditions at the location of software operation or force majeure.

§ 6 Exclusion of any guarantee of success

Only the agreed or customary activity is owed in every case; under no circumstances is any specific success guaranteed.

§7 Customer Obligations

1. The Customer is obliged, if errors occur, to immediately notify Knowliah in writing of the service contact known at the time of contract conclusion and to immediately provide in a comprehensible and detailed manner all information necessary for error detection and analysis. This includes providing all relevant information to eliminate the fault.
2. The Customer will bundle and coordinate reports and inquiries from the Customer's side. They will first check reports and inquiries based on their own expertise before passing them on to see how they can help the affected users. If they cannot solve the problems that arise, they forward the reports and inquiries to Knowliah. Other employees of the Customer are not entitled to make reports and inquiries to Knowliah.

adaptation to the next suitable time at which Knowliah plans to provide other enhancements and/or changes according to its planning.

2. Depending on the scope of the further development, Knowliah will make further developments of the software available to the Customer, some without further payment obligations. More extensive further developments are subject to a charge. There is no entitlement to a specific further development.

2. The hotline is available to the Customer on working days (Monday – Friday excluding public holidays at Knowliah's registered office) during Knowliah's core business hours from 08:30 to 17:00. During this time, Knowliah will also respond to error messages received from the Customer by email.

- Elimination of errors resulting from adaptations of the software or parts thereof by the Customer or at its instigation by third parties.
- Installation of the software supplied under this contract and software adaptations.
- In the context of software rental, the implementation and installation of updates.
- Advice beyond the owed error elimination.
- Instruction and training for software users. This service can be requested for a separate fee.

2. The list is not exhaustive. The mere omission of a service from the list shall not be construed as meaning that such service forms part of stp.one's contractual obligations. The Customer's rights arising from stp.one's liability for defects in performance owed under this Agreement remain unaffected.

3. Knowliah is, in principle, willing to perform services that are not owed under this Agreement on the basis of a separate engagement, applying these General Terms and Conditions, in return for separate remuneration

3. The contact persons also support Knowliah during the troubleshooting work, for example by transmitting test cases and/or test data, providing error logs and screenshots, etc.

4. The Customer ensures that the software is only used by competent, trained employees. The Customer is advised to take advantage of training offered by Knowliah. Training must always be agreed separately between the parties. The use of the software by untrained employees must always take place under the supervision of the contact persons.

5. The Customer is always obliged to check its data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose.

6. A prerequisite for the provision of maintenance services under this agreement is that the Customer uses the software at the

current level. The software is at the current level if all software adaptations delivered under this agreement have been installed or a software version considered equivalent by Knowliah is used.

7. A further prerequisite for the provision of maintenance services is that the Customer does not operate the software in a system environment other than that applicable at the time of conclusion of the maintenance contract without consultation with Knowliah.
8. Insofar as Knowliah is obliged to provide services for the performance of which it must access the Customer's IT system by means of remote data transmission, the Customer must enable the corresponding access to the software. If troubleshooting by remote data transmission is not possible because this access was not ensured, and as a result an on-site visit is required, the Customer must bear the necessary additional expenses. This includes in particular travel costs and other expenses. The place of performance is always Knowliah's registered office.
9. If it turns out that an error reported by the Customer does not actually exist or cannot be attributed to the software (apparent error), Knowliah reserves the right to separately invoice the costs incurred in the course of error analysis and other

§8 Warranty

1. If Knowliah provides the Customer with further developments or software adaptations within the framework of the error elimination described above, the Customer has warranty rights for defects with regard to the software components that lead to a change and addition to the software previously used, as well as the changed or supplemented documentation, corresponding to the initial transfer of the software.
2. Accordingly, the duty to inspect and give notice of defects also applies. The provisions of §10 of the General Terms and Conditions for Software Transfer apply accordingly to the warranty.

§9 Usage Rights

1. If Knowliah provides the Customer with software adaptations under this agreement, regardless of whether this is done for a fee or free of charge, within the framework of subsequent performance or as a gesture of goodwill, it grants the Customer usage rights to the extent that they were granted by it under the corresponding transfer agreement.
2. For independently executable software adaptations, the Customer receives the rights according to paragraph subject to the

processing. It does not have this right if the Customer could not have recognized the existence of such an apparent error even when exercising due commercial care.

10. The Customer is obliged to carry out an appropriate, regular system backup of the data, which also includes the program and database files of the software, in the event that the software does not work properly in whole or in part, so that data can be restored with reasonable effort in the event of possible data loss.
11. Should the Customer breach an agreed cooperation obligation and thereby prevent Knowliah from providing contractual services, those deadlines and dates that may have been bindingly agreed shall be postponed by the duration of the hindrance.
12. The Customer is prohibited from any kind of abusive use and manipulation of Knowliah's system or network. In particular, it is prohibited from violating or otherwise circumventing security or authentication measures, for example by introducing viruses. In the event of misuse or willful violation of the integrity of the system or network, Knowliah is entitled to extraordinarily terminate the fixed-term contract with the Customer and to claim damages.

3. Insofar as the transferred software adaptation is identical to the software already in use, the previously existing rights and the associated limitation period remain for the software parts already in place.
4. Claims for subsequent performance expire within 12 months as from delivery.
5. Defects reported by the Customer to Knowliah during the term of this contract shall be remedied by Knowliah free of charge if they fall under the maintenance flat rate.

condition subsequent to the time of transfer of further software versions. With the transfer of each further executable software adaptation within the framework of the maintenance obligation, the rights to the previously transferred version expire. Until the installation of the transferred software adaptation, Knowliah tolerates the use of the previous version to the extent described in paragraph.

Special Provisions for Training, Seminars, Academies and Commissioned Services

1. Training, seminars and academies (hereinafter: Training) and services commissioned by the Customer such as the implementation of updates, software installations, etc. (hereinafter Services) primarily take place virtually. In coordination with the Customer, these can also take place on the Customer's premises for a separate fee.
2. If the training takes place virtually, this is done via a video tool. The access data will be sent to the Customer before the implementation. For services, the Customer will also be provided with access data as part of the appointment agreement.
3. For training on the Customer's premises, participants must bring a suitable device. If further equipment is required, the Customer will be informed of this. On the Customer's premises,

the Customer is solely responsible for providing the necessary hardware and adequate infrastructure (projector, adequate internet connection and sufficient power outlets). If the Customer's infrastructure is unsuitable, faulty or not available to a sufficient extent and the training cannot therefore be carried out or not as planned, this does not entitle the Customer to cancel or reduce the agreed fee. There is no entitlement to a repeat of the training. Claims for damages are excluded.

4. Knowliah reserves the right to cancel or postpone an agreed appointment for training and services, particularly in the following cases:
 - Failure of the training management or service provider and impossibility of replacement

- Force majeure (also includes pandemic regulations)

If rescheduling is not possible, Knowliah will refund the fee already paid by the Customer in full. Further claims by the Customer are excluded. In particular, the Customer has no claim to damages and reimbursement of expenses.

5. The Customer must cancel an agreed appointment at least one week before the start in text form. Otherwise, it must compensate Knowliah for the damage caused by the cancellation not made in time and pay the entire fee as compensation for expenses. Accordingly, there is no entitlement to a refund of fees already paid. The same applies if the participant discontinues training or is absent from training without cancellation.
6. The Customer can cancel the appointment for training or a service free of charge up to 30 days (time of receipt of the cancellation by Knowliah in text form) before the start. For training and services whose cancellation is received by Knowliah less than 30 days before the start, the Customer must pay Knowliah compensation for expenses amounting to 25% of the agreed fee. In the event of a cancellation received by Knowliah less than 15 days before the start, the Customer must pay the company compensation for expenses amounting to 50% of the agreed fee.
7. If the parties have to agree on a new date due to a cancellation by the Customer, Knowliah reserves the right to adjust the fee according to the price list valid at the time of rebooking the appointment.
8. Rebooking training to other participants is generally possible at any time.
9. The spatial rebooking of training from virtual to the Customer's premises is generally possible up to 15 days before the start of training, provided Knowliah agrees to this change. Knowliah will refuse its consent in particular if the change is not reasonable for it due to the situation in the individual case. The reasonableness depends in particular on Knowliah's time capacities (addition of travel to the Customer's location). There is no entitlement to change the agreed training location. If Knowliah agrees to the change, it will separately invoice additional costs incurred, such as travel costs, expenses and hotel costs, but also any increased trainer fees. The price list valid at the time of the change applies.
10. Audiovisual recordings of the training are not permitted.
11. For some training courses, Knowliah issues accompanying work documents. The work documents issued and possibly made available via the Internet are protected by copyright and may not be reproduced – not even in extracts – without Knowliah's consent. Knowliah provides the documents exclusively to its customers.
12. In any case, only the agreed or customary activity is owed, but never a specific success. In this respect, Knowliah does not provide any guarantee of success. The Customer and its employees are primarily responsible for the (learning) success in training.