**Terms of Use
of Valispace GmbH**

Status: 26 August 2020

1   Scope

1.1   These are the Terms of Use of Valispace GmbH, registered with the commercial register B of the local court of Bremen under HRB 31369 HB, Hermann-Köhl-Str. 7, 28199 Bremen (hereinafter referred to as "Valispace"). They regulate details of the business relationship between Valispace and its customers regardless of the name or nature of the document referring thereto (such business relationship hereinafter referred to as "Agreement").

1.2   Valispace provides its services exclusively to customers who are entrepreneurs within the meaning of section 14 of the German Civil Code (BGB).

1.3   Deviating, conflicting or supplementary general terms and conditions of customers shall only become part of the Agreement if Valispace expressly agrees to their inclusion in text form. Such consent requirement also applies if Valispace begins with the performance of services while aware of the general terms and conditions of a customer.

2   Object of the Agreement

2.1   Valispace offers software that enables customers to manage their engineering data and has a simple model to structure such data (the "Software"). The Software is offered as

    a)   a SaaS application whereby customers use such Software via internet, or

    b)   an on-premises license whereby the Software is installed on hardware of the customer.

2.2   Valispace reserves the right to further develop the Software and change the services (e.g. by using newer or different technologies, systems, procedures or standards). Valispace will inform the customer about essential changes of services and the time of their implementation (hereinafter referred to as "Amendment Date") at least one month before the Amendment Date. If the customer suffers significant disadvantages as a result of the further development or amendment of services, it is entitled to terminate the Agreement with effect from the Amendment Date. Notice of termination requires text form within two weeks after receipt of the notification of amendment by the customer.

3   SaaS Specifics

3.1   For use of the Software via SaaS, the following additional provisions apply:

3.2   Valispace endeavours to enable a maximum of availability of the Software within its scope of influence but does not guarantee a particular availability. The availability of the Software may be limited or impossible, especially during maintenance and repair work.

3.3   An internet-compatible device and an active internet connection are required. Access to the Software and use of the services offered on the Software is only possible via an

internet browser. The provision of the internet access is not part of Valispace's services.

3.4 The customer can only use the services offered on the Software if it registers for such purpose and concludes an agreement including a data processing agreement with Valispace (see section 5).

4 Peaceful Applications

4.1 Valispace does not provide the Software to projects that develop weapon systems, i.e.

a) objects or processes that are designed, or mainly used to inflict bodily harm or physical damage, or

b) subsystems of weapons or objects with the main purpose of handling weapons.

4.2 Any use of Valispace's services or the Software for weapon systems is expressly prohibited.

5 **Use of the Services, User Accounts**

5.1 Upon usage of the Software, the Customer is granted access to a customer-specific structured data storage whereby many engineering operations can be automated (hereinafter "Platform"). Such Platform is accessible to registered users authorized by the customer only (each hereinafter "Authorized User").

5.2 The customer chooses a personal access password for login into the Platform. The customer shall procure that each Authorized User chooses a personal access password for login into his/her user account. The access passwords and the e-mail addresses provided during installation and/or registration of user accounts are hereinafter together referred to as "Access Data". The customer shall use and shall cause its Authorized User to use a secure password that is not re-used in other services.

5.3 If the customer or Authorized Users enter personal data on the Platform, the customer is the "controller" within the meaning of Art. 4 para. 7 GDPR and Valispace is the "processor" within the meaning of Art. 4 para. 8 GDPR. The data processing agreement specifies the rights and obligations of the parties with regard to the processing of personal data. The terms and conditions of the data processing agreement can be viewed on the website www.valispace.com. By entering into the Agreement using an order form by Valispace, such data processing agreement is concluded automatically as part of the Agreement.

5.4 The customer must provide correct information during registration and ensure that data stored in the user accounts are always up to date. In the event of changes or incorrect information, the customer must update or correct the data without delay and without being requested to do so. If it is not possible to update or correct the information in the user account, the customer must send the updated or corrected information immediately and without being requested to do so by e-mail to support@valispace.com.

5.5 The customer shall name one Authorized User to administer the user account from a technical point of view (hereinafter "Administrator").

5.6 In no event user accounts may be shared among various Authorized Users. The customer shall procure that each Authorized User creates his or her own user account. It

is not allowed to pass on Access Data or otherwise permit or enable the use of the user account by third parties. Customers and Authorized Users are obliged to keep the Access Data secret, to store them securely and to protect them from unauthorized access by third parties. The customer is obliged to instruct the Authorized Users accordingly, in particular if it allows them to use the Platform on their own devices. The customer is obliged to inform Valispace immediately if there is any suspicion of misuse. As soon as Valispace becomes aware of an unauthorized use, Valispace will block the access of the affected customer. Valispace also reserves the right to change a customer's Access Data for security reasons; in such a case Valispace will also inform the customer immediately.

6 Customer's Obligations

6.1 The customer is solely responsible for content placed on the Platform.

6.2 The customer shall indemnify Valispace from all claims asserted by third parties against Valispace due to the actual or alleged violation of their rights or due to legal violations resulting from the contents posted to the Platform by the customer or Authorized Users. The customer shall also bear the necessary costs of Valispace's legal defense, including court and attorney's fees. The indemnification obligation shall not apply if the customer is not responsible for the infringement.

6.3 The customer and the Authorized Users must refrain from all measures that could endanger or disrupt the functioning or operation of the Platform. In particular, they shall refrain from:

(a) using automated software mechanisms (such as robots, crawlers, spiders, scrapers) in connection with the Software, except to the extent such mechanisms only use the Software's API;

(b) using any technical or conceptual errors of the Software or the Platform to circumvent access blocks, legal prohibitions and/or to harm third parties;

(c) taking any other actions that could impair the smooth operation of the Software.

6.4 The customer undertakes to compensate Valispace for all damages resulting from the culpable non-compliance with the aforementioned obligations.

7 Blocking and Deletion of Accounts

7.1 Valispace is entitled to temporarily or permanently block the account of a customer at its reasonable discretion,

(a) in case of abusive, unauthorized or fraudulent use of a user account, or if such use is to be expected based on specific evidence;

(b) if the customer or an Authorized User violates any of the obligations under these Terms of Use and does not remedy the violation within a reasonable period of time despite a warning;

(c) if Authorized Users share user accounts;

(d) if other circumstances exist which would entitle Valispace to terminate the Agreement for good cause.

7.2 When deciding on measures pursuant to section 7.1, Valispace shall take due account of the legitimate interests of the customer concerned.

8 **IP Rights, Granting of Rights of Use and Processing**

8.1 The homepage layout, the graphics and images used, the collection of contents as well as individual contents including the system presentation texts of Valispace (hereinafter collectively referred to as "Protected Contents") may be subject to IP rights and/or copyrights and other rights of Valispace or the respective author/producer or other holder of rights. Unless otherwise expressly agreed in text form or regulated by law, the customer is not permitted to reproduce or use these Protected Contents in other electronic or printed publications.

8.2 The customer is not permitted to modify, adapt, translate, decompile, disassemble or derive the Software, to carry out reverse engineering or otherwise attempt to derive the source code of the Software or the software on which it is based. The legal regulations on permitted use (e.g. reproduction for private and other personal use within the meaning of the German Copyright Act) remain unaffected.

8.3 The customer shall receive a non-exclusive, non-transferable and non-sublicensable right to use the Software in accordance with these Terms of Use, limited in time to the duration of the existence of the Agreement.

8.4 Furthermore, Valispace is entitled to collect, analyze, link to other data and to use information and data about the use of the Software, the posted contents and their use in aggregated and anonymous form for the creation of statistics, studies and presentations, for the purpose of improving Valispace's services and for marketing purposes, as well as to commercially exploit them. This also applies beyond the termination of the Agreement. The information is used exclusively anonymously or in aggregated form, without its origin being attributable to individual customers. The customer has no rights whatsoever to the aggregated data and results. For the processing of personal data, the data processing agreement in accordance with section 5 and, in addition, the legal provisions on data protection shall apply.

8.5 The Software and its algorithms qualify as Valispace's business secrets. The customer is obliged to

(a) keep the Software and its algorithms strictly confidential and to use them only for the purpose of fulfilling its contractual obligations under the Agreement,

(b) not to pass on the Software, its algorithms or any portions thereof to third parties or to disclose or allow third parties access thereto,

(c) take reasonable measures to prevent unauthorized persons from gaining access to Software and its algorithms, and

(d) protect the Software and its algorithms against unauthorized access by third parties by means of appropriate secrecy measures and to comply with the legal and contractual provisions on data protection when processing the Confidential Information. This also includes technical security measures adapted to the current state of the art and the obligation of the employees to maintain confidentiality and observe data protection.

8.6 The obligations under section 8.5 shall remain in force after the termination of the Agreement.

9 Data Security, Data Protection

9.1 The customer shall regularly save this information/documents on its own data carrier/server. This shall in particular apply if Authorized Users use the Platform on their own devices.

9.2 Valispace's data protection information applicable to the use of the Platform can be found in Valispace's Privacy Policy, available at https://www.valispace.com/privacy

9.3 The customer is obliged to observe the applicable data protection laws with regard to personal data of third parties. The customer shall instruct all his board members, employees, authorised representatives, Authorized Users and vicarious agents accordingly.

9.4 If the customer allows Authorized Users to use the Platform on the Authorized Users' own device, the customer alone is responsible for processing any data of the Authorized Users within the meaning of Article 24 GDPR. The data processing agreement pursuant to section 5 remains unaffected.

10 Fees

10.1 The customer shall pay to Valispace all fees described in the Agreement. VAT shall be added where applicable.

10.2 All monthly fees shall be paid in advance by the third business day of each calendar month (pro-rated if applicable).

10.3 All other fees shall be paid by the third business day following the day of conclusion of the Agreement. The customer may use the services only after payment of the applicable fees.

11 Guarantee, Liability

11.1 Valispace shall be liable without limitation for intent and gross negligence of Valispace, its vicarious agents and legal representatives, for slight negligence, however, only in case of violation of essential contractual obligations. Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the Agreement and on whose compliance the customer may regularly rely. In the event of slight negligence, liability for breach of such an essential contractual obligation shall be limited to the damage typical for this type of contract, the occurrence of which Valispace had to expect at the time of conclusion of the Agreement due to the circumstances known at that time.

11.2 Valispace shall only be liable for the loss of data in accordance with the preceding paragraph, if such a loss could not have been avoided by appropriate data security measures on the part of the affected customer.

11.3 The aforementioned limitations of liability do not apply in the case of the assumption of explicit guarantees, in the case of claims due to the lack of assured properties and for damages from injury to life, body or health. Liability under the German Product Liability Act shall also remain unaffected.

12   Term and Termination, Consequences of Termination

12.1   Absent a determination of a term in the Agreement, the Agreement shall have an in-definite term and can be terminated by each party at any time with a notice period of four weeks to the end of the calendar month.

12.2   The right to temporary blocking and the right to extraordinary termination for good cause remain unaffected.

12.3   Any termination must be made in text form.

12.4   After a termination becomes effective, the Platform of the customer concerned will be irrevocably deleted. Any statutory retention periods remain unaffected.

12.5   The customer is responsible for backing up its data from the Platform in good time before the termination of the Agreement on its own responsibility. Valispace does not guarantee the customer the possibility to access these data after termination of the Agreement.

13   Confidentiality

13.1   "Confidential Information" shall mean all business secrets which the customer or Authorized Users place on the Platform and all information that the customer discloses to Valispace and expressly designates to be "confidential".

13.2   Valispace shall be obliged to

(a)   keep Confidential Information strictly confidential and to use it only for the purpose of fulfilling its contractual obligations under the Agreement,

(b)   not to pass on any Confidential Information to third parties or to disclose or allow third parties access to such information,

(c)   take reasonable measures to prevent unauthorized persons from gaining access to Confidential Information, and

(d)   protect the Confidential Information against unauthorized access by third parties by means of appropriate secrecy measures and to comply with the legal and contractual provisions on data protection when processing the Confidential Information. This also includes technical security measures adapted to the current state of the art (Art. 32 GDPR) and the obligation of the employees to maintain confidentiality and observe data protection (Art. 28 para. 3 lit. b GDPR).

13.3   The obligations pursuant to section 13.2 shall not apply to Confidential Information

(a)   which was known or generally accessible to the public prior to disclosure or transfer or which becomes so at a later date without breach of a confidentiality obligation;

(b)   which were demonstrably already known before disclosure and without breach of a confidentiality obligation to Valispace;

(c)   which Valispace has developed independently without using or referring to Confidential Information of the customer;

(d)   the customer handed over to Valispace or made accessible to Valispace by an authorized third party without breach of a confidentiality obligation; or

(e)   which must be disclosed due to mandatory legal provisions or a decision of a court and/or a public authority.

13.4   The obligations under this section 13 shall remain in force for a period of 3 years after the termination of the Agreement. Statutory provisions for the protection of business secrets remain unaffected.

13.5   This section 13 shall not apply if a specific confidentiality agreement is concluded between the parties.

14   Logo

Valispace' is entitled to name the customer you as a reference customer and to use the customer's firm name, logo and trademark in this context, in particular in Valispace' s marketing material and on its website.

15   Amendment of these Terms of Use

Valispace reserves the right to amend or supplement these Terms of Use in whole or in part with future effect for the following reasons: for legal or regulatory reasons, for security reasons, in order to further develop or optimise existing features of Valispace's services as well as to add additional features, in order to take into account technical progress and to make technical adjustments and to ensure the future functionality of the services provided by Valispace. Valispace shall inform the customer about any changes to these Terms of Use by communicating the specific content of the changed regulations in text form (e.g. via the commenting functions of the Platform, by e-mail or SMS) with an appropriate period of time in advance, but at least two weeks before the planned coming into effect of the changes. The changes are deemed to be accepted by the customer if he does not object to them in text form within two weeks of receipt of the notification. Valispace will separately inform the customer about the right of objection and the aforementioned legal consequences of silence in the notification of changes.

16   Final Provisions

16.1   Valispace is entitled to transfer the rights and obligations resulting from the Agreement to third parties. Valispace shall notify the customer of the transfer in text form at least four weeks in advance. In case of such a transfer, the customer shall have an extraordinary right of termination at the time of the transfer. The termination must be declared to Valispace in text form within fourteen days after receipt of the transfer notification by the customer.

16.2   The place of performance and exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship between Valispace and the customer, including these Terms of Use, is Berlin. Valispace shall, however, remain entitled to bring an action at the customer's place of residence.

16.3   The law of the Federal Republic of Germany shall apply, excluding the conflict of laws rules of private international law and the UN Sales Convention.

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