

General Terms and Conditions of PTV Group

§1. Subject Matter of the Agreement

- 1.1. These General Terms and Conditions (“**GTCs**”) apply to contracts between the company of the PTV Group identified as the contracting party in the relevant Offer, Order Form or individual contract (“**PTV**”) and the customer or other contracting partner (“**Client**”).

Only the PTV Group company so identified shall become a party to the relevant Contract and shall be responsible for its performance. Other companies of the PTV Group may assist with sales activities or the performance of the Contract or may act as subcontractors but shall not thereby become a party to the Contract or assume any liability for the obligations of the contracting PTV entity.

Subject to these GTCs, PTV and the Client shall conclude individual contracts (“**Contracts**”).

Unless expressly agreed otherwise, each contract shall consist of:

- a) the Offer, Order Form or other individual agreement accepted by the Client;
- b) any schedules, statements of work, specifications or service descriptions expressly incorporated therein;
- c) any applicable product-specific terms, including the EULA or Service Level Agreement; and
- d) these GTCs.

In the event of any conflict, the documents shall apply in the order listed above, unless the relevant Contract expressly provides otherwise.

- 1.2. The GTCs do not apply

to PTV Software-as-a-Service, i.e. cloud-based software and data that PTV provides to the customer via the Internet. Separate Terms of Service apply to PTV Software-as-a-Service, which are made available to the Client as part of the registration process.

in the case of contractual agreements where PTV is the purchaser of goods or services. other separate contractual agreements concluded between PTV and the respective contractual partner shall apply to these contracts.

§2. Permanent Provision of Standard Software

- 2.1. If the permanent transfer of standard software is agreed for a one-time fee, PTV shall transfer this standard software to the Client in accordance with the agreements in the individual contract and in accordance with the terms of the End User License Agreement for PTV Software (“**EULA**”) and make it available to the Client. Unless another intended use has been agreed, PTV grants the Client the non-exclusive, transferable, permanent, irrevocable and irredeemable right, with the limitation of clause 2.2, to use the standard software, in particular to store it permanently or temporarily and to load it, display it and have it run, without any local restrictions in accordance with the product description of the hardware and software environment. This also applies to necessary reproductions.
- 2.2. If the Client exercises its right to transfer the right of use, the Client must impose its contractual obligations with regard to the content and scope of the rights of use on the third party. The Client's right of use expires with the transfer.
- 2.3. The Client is entitled to create a copy of the standard software for backup purposes.

§3. Development of individual software

- 3.1. If the development of individual software or the adaptation of software has been agreed, PTV shall provide the service on the basis of a contract for work and services.
- 3.2. The services may include, in particular, the adaptation of transferred or provided software at source code level, the customization of such software or the creation and permanent transfer of individual software.
- 3.3. The object of the service is the preparation of the necessary documentation and specifically coordinated training measures for use.
- 3.4. Unless otherwise agreed in writing, PTV grants the Client the following agreed rights upon delivery or assignment, subject to the respective installment payment or final payment or acceptance of the service: PTV grants the Client the non-exclusive, non-commercially

sublicensable, non-locally restricted, transferable, permanent, irrevocable right of use in the agreed hardware and software environment to use the individual software in the original or in modified, translated, edited or redesigned form as intended. The intended use results from the individual contract and does not constitute a guarantee of quality. In this context, PTV grants the Client the right, with regard to the individual software in its original or modified, translated, edited or redesigned form,

- to use this, i.e. to save or load it permanently or temporarily, to display it and
- to run it, including to the extent that reproductions are necessary for this purpose,
- to modify, translate, edit or otherwise alter it,
- to save, reproduce, develop, publish, distribute in physical or intangible form, in particular nonpublicly and reproduce except for the source code, for non-commercial purposes on any known medium or in any other way, including by means of image, sound and other information media,
- with the exception of the source code, to use the individual software in databases, data networks and online services and to make it available to users of these for retrieval by means of agreed tools for non-commercial use for download,
- to have third parties use or operate it for the Client,
- to use it for the purpose of providing services to third parties.

The right of use relates to the individual software, in particular the object code and source code as well as the associated documentation and materials.

- 3.5 The right to edit existing software components is excluded insofar as PTV only assigns them to the Client in the object code and there is no statutory right to edit. In these cases, PTV shall enable the Client to create executable individual software with appropriately qualified personnel from the pre-existing software components provided in the object code and the custom software – provided in the source code.
- 3.6 If the Client makes use of its right to transfer, it must impose its contractual obligations with regard to the content and scope of the right of use on the third party. PTV's liability to third parties in connection with sublicensing or re-distribution is excluded. This also applies to claims for defects asserted by the third party against PTV or by the Client for the third party against PTV. Insofar as the Client transfers rights of use to third parties, it shall no longer be entitled to use them, with the exception of a copy for review and archiving purposes.

§4. Software Maintenance and Support

If the provision of software maintenance and support has been agreed, this shall take place in accordance with the non-binding offer of PTV and the Maintenance and Support Terms of PTV. Further development or adaptation of the software to the Client's environment is not the subject of the service.

§5. Terms and Termination of Recurring Services

- 5.1 To the extent that agreements are directed at recurring services, in particular software maintenance and support as well as time-limited provision of use (subscription), the term agreed in the offer shall apply. If no term is specified therein, it shall be twelve (12) months from provision. The Contract ends upon expiry of the term without the need for termination; a renewal takes place only where expressly agreed.
- 5.2 The right to extraordinary termination for good cause remains unaffected.
- 5.3 Any prevailing provisions in the individual contract, the end user license agreement, and the maintenance and support terms remain unaffected.

§6. Sale of Hardware

- 6.1. If the sale of hardware has been agreed, the Client shall purchase the hardware specified in more detail in the individual contract. Details of the object of purchase are regulated in the individual contract.
- 6.2. The hardware scope of delivery includes instructions for setting up and installing the hardware in paper form as well as a user manual in electronic form. The user manual and any other documentation can be provided on a download portal, which allows the stored data to be permanently downloaded to other data carriers and the file contents to be printed out. The

Customer is permitted to produce or have produced any number of copies for the use of the hardware within the scope of its company activities.

- 6.3. Where applicable, the hardware is delivered with pre-installed operating system software and standard drivers. PTV warrants that it has acquired sufficient rights of use for the operating system software and standard drivers supplied in order to grant the Client simple, non-transferable rights of use unlimited in time and space in connection with the delivered hardware.
- 6.4. Setting up, installation, instruction, training, maintenance of the operating system software and the standard drivers as well as maintenance and repair of the hardware are not the subject of this agreement. PTV may offer these services at the request of the Client with a separate agreement.
- 6.5. Changes to the specifications may result from changed requirements of the Client or changed product standards. Either party may request the adjustment of the specifications within a reasonable period of time. The other contracting party must be given a reasonable and sufficient period of time to examine the change request. If the other party also does not raise justified objections to the change request within a further reasonable grace period, the changes shall be agreed on the otherwise unchanged conditions and shall become part of the contract.

§7. Place of Performance, Transfer of Risk, Shipping

- 7.1. Unless otherwise agreed, the place of performance shall be PTV.
- 7.2. PTV shall provide the Client with the service for collection at the agreed delivery time or inform the Client that it is ready for collection. In the case of delay in collection by the Client, the risk of accidental loss or accidental deterioration shall pass to the Client.
- 7.3. If PTV ships the item sold at the Client's request, the risk of accidental loss and accidental deterioration shall pass to the Client upon delivery or the respective partial delivery to the freight forwarder, carrier or other person or institution appointed by the Client to carry out the shipment.
- 7.4. Unless otherwise agreed, the Client shall bear the shipping and packaging costs.

§8. Times of Performance, Availability of Goods and Delays

- 8.1. Deadlines and dates for deliveries and services shall be deemed non-binding, unless a fixed deadline or a fixed date has been expressly promised or agreed. All binding service dates require the written consent of PTV. Partial deliveries are permitted if the Client can make reasonable use of them. Binding performance dates require that the Client has provided the contractually owed remuneration in full.
- 8.2. PTV shall not be liable for impossibility of delivery or for delivery delays insofar as these are due to force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, legal lockouts, shortage of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the nondelivery, incorrect or late delivery by suppliers despite a congruent cover transaction concluded by PTV), and for which PTV is not responsible. Insofar as such events make the delivery or service significantly more difficult or impossible for PTV and the impediment is not only temporary, PTV is entitled to withdraw from the contract. In the event of temporary impediments, the delivery or service deadlines shall be extended or postponed by the period of the impediment plus a reasonable start-up period. If, as a result of delay, the Client cannot reasonably be expected to accept the delivery or service, the Client may terminate or withdraw from the affected Contract by giving notice to PTV in text form.
- 8.3. The delivery or performance dates shall also be extended by the period during which PTV is obliged to wait for full payment of the remuneration, information or cooperation on the part of the Client, plus a reasonable start-up period.
- 8.4. All reminders issued by the Client and deadlines set must be in writing. After the first period has expired without success, the Client shall set PTV a further reasonable period in writing (grace period). PTV shall only be in default of its performance obligation after the unsuccessful expiry of the grace period. In the event that PTV is in default of delivery, the Client has the right to terminate or withdraw from the contract. No grace period shall be granted if this cannot be reasonably expected by the Client taking into account the specific circumstances. The regulations on compensation for damages in accordance with these GTCs must be observed.

§9. Duty to Inspect and give Notice of Defects in the case of Purchase and Services under a Contract for Work and Services

- 9.1. The Client shall inspect the delivered hardware, software or work, including related the documentation, within fourteen (14) calendar days after delivery. The inspection shall include, in particular, with regard to the completeness of the data carriers and manuals as well as the basic functionality.
Any Defect identified or reasonably identifiable during that inspection shall be notified to PTV in text form within a further eight (8) Business days. The notice shall describe the defect and the circumstances in which it occurs in reasonable detail. PTV must provide a defect-reporting form or electronic reporting system, but the effectiveness of a notice shall not depend on PTV confirming its receipt.
- 9.2. A defect that could not reasonably have been identified during the inspection under clause 9.1 shall be notified to PTV in text form within eight (8) Business after discovery .
- 9.3. To the extent permitted by applicable law, a delivery shall be deemed accepted in respect of an identifiable defect if the Client fails to give notice of that defect within the applicable period under clauses 9.1 or 9.2.
- 9.4. Any specific acceptance procedure agreed for a work or project shall take precedence. Acceptance of a delivery shall not constitute a waiver of rights relating to fraudulently concealed defects or defects that could not reasonably have been identified at the time of acceptance.

§10. Rectification of Defects

- 10.1. PTV shall rectify defects at its own discretion by rectification or subsequent delivery within a reasonable period of time. PTV is entitled to provide the Client with a solution that includes the essential service components on a transitional basis.
- 10.2. If PTV fails to remedy defects within a reasonable period, the Client shall grant PTV two (2) reasonable extensions of at least two (2) weeks each (hereinafter referred to as “extension period”) in order to properly remedy the defects. This does not apply if the granting of an extension period would unreasonably disadvantage the Client, is unreasonable or PTV has seriously and definitively refused to remedy the defect.
- 10.3. If PTV is unable to successfully rectify defects even during the extension period, the Client may reduce the remuneration or withdraw from the contract in question. There is no right of withdrawal in the event of insignificant defects.
- 10.4. Claims for damages and compensation for expenses shall remain unaffected in the event of a definitively failed rectification of defects.
- 10.5. The Client is not entitled to carry out the rectification of defects itself or to commission third parties and subsequently claim reimbursement for the costs incurred for this rectification.

§11. Copyright and Intellectual Property

- 11.1. All software, documentation, data and other articles provided to the Client (hereinafter collectively referred to as “**Protected Articles**”) are subject to copyright protection and may be protected by other intellectual or industrial property rights. As a precaution, the contracting parties hereby contractually stipulate that the protected articles shall be subject to the provisions of copyright law. For the relationship between the contracting parties, PTV shall have the exclusive rights to all protected articles.
- 11.2. The Client shall receive a non-exclusive license for the use of the protected items. With regard to software, the terms and conditions of the EULA apply in their respectively valid version, which can be accessed at <https://www.ptvgroup.com/en/legal-documents/end-user-license-agreement>.

§12. General Cooperation with the Client, Project Meetings and Minutes

- 12.1. The Client shall provide the hardware, operating system, basic software and telecommunication facilities and ensure the necessary number of available personnel. The Client shall provide PTV with all information required for the execution of the deliveries in good time. To the extent necessary for the performance of the relevant deliveries, the Client shall grant PTV access to the business premises during normal business hours.
- 12.2. To the extent reasonably required for PTV to perform the Contract, the Client shall provide PTV with appropriate remote access to the systems on which the relevant PTV deliveries are operated or installed.

Remote access shall be subject to the Client's reasonable information-security requirements, provided that such requirements have been communicated to PTV in advance and do not unreasonably impede performance. The parties shall agree on any additional technical, security or data-protection requirements where necessary.

- 12.3. The Client shall take appropriate safety precautions in the event that the deliveries are not carried out properly in part or as a whole. These precautions include regular data backups, the performance of constant fault diagnoses, inspections, etc. Before installing any delivery on its IT systems, the Client shall create a complete backup of its database.
- 12.4. PTV may prepare minutes of project meetings and provide them to the Client. The minutes shall be deemed an accurate record of the matters discussed and decisions recorded unless the Client submits a reasoned objection in text form within fourteen (14) calendar days after receipt. Meeting minutes shall not amend the agreed scope, price, timetable, acceptance criteria, allocation of risk or other material terms of the Contract unless the applicable change-control procedure has been followed or the amendment has otherwise been expressly agreed by the parties in text form.

§13 Payment, Set-off, Retention of Title and Rights

- 13.1. Payments shall be due without deduction within the agreed periods for payment. If there is no agreed period, payments shall be due immediately.
- 13.2. Unless otherwise agreed, the prices stated in the Order Form or Offer do not include any other taxes, customs duties or any other deductions or charges levied by any tax office or any other organization anywhere in the world. If the Client is required by law to deduct or withhold taxes from any amount payable, the amount payable shall increase to the extent necessary for PTV to receive, after making all required deductions and withholdings, a payment equal to the amount which PTV would have received without such deductions or withholdings. PTV will support the Client in order to achieve any withholding tax reduction under an applicable double taxation agreement.
- 13.3. If the Client is in default of payment, PTV may charge default interest at the statutory rate applicable to commercial transactions under German law. PTV's right to recover any additional loss, collection costs or other amounts recoverable under the Contract or applicable law shall remain unaffected.
- 13.4. If the Client is in default of payment, PTV may refuse to fulfill this contract until the Client has made the outstanding payments. For the avoidance of doubt, PTV shall not be in default of its own performance obligations during this period.
- 13.5. To the extent legally permissible, title to hardware and other tangible deliveries shall remain with PTV until PTV has received full payment of all amounts due for the relevant delivery. The time of payment is when it is credited to PTV..
Any licence or right of use that is expressly granted on condition of payment shall become unconditional only when PTV has received the corresponding amount in full. Until then, the Client shall have a temporary, non-exclusive right to use the delivery. solely for the contractually agreed purpose.
PTV may suspend or revoke that temporary right only if the Client is in material payment default and has failed to remedy the default within a reasonable period specified by PTV.
The Client shall, at PTV's reasonable request, cooperate with any registration, filing or other measure required under the law of the location of the relevant tangible delivery to protect PTV's retention of title or equivalent security interest.
- 13.6. If PTV revokes the rights of use, PTV shall be entitled to demand the return of the deliveries from the Client or, if these cannot be returned, the irrevocable deletion of the deliveries. This also applies to copies or other reproductions made by the Client. In this case, the Client shall issue a written assurance to PTV regarding the complete return or deletion.
- 13.7. The Client shall comply with all export-control, import-control, sanctions and embargo laws applicable to the Client, the Contract, the deliveries, their intended use, their end users and their onward supply. This includes, where applicable, the laws and regulations of Germany, the European Union and the United States of America and any country in which the deliveries are supplied, accessed, used, imported, exported or reexported.
The Client shall not, directly or indirectly:
 - a) supply, export, re-export, transfer, make available or permit access to a delivery in breach of applicable sanctions or export-control laws;

- b) make a delivery available to a sanctioned or restricted person or entity;
- c) use a delivery for a prohibited end use; or
- d) circumvent any applicable restriction.

The Client shall provide PTV, upon reasonable request, with information concerning the end user, destination and intended use of the delivery.

PTV's performance is subject to all required authorisations being available and to performance not being prohibited or restricted by applicable law. PTV may suspend or refuse performance to the extent reasonably necessary to comply with applicable sanctions or export-control requirements. PTV shall not be liable for a resulting delay or non-performance unless PTV is responsible for the relevant impediment.

A material breach of this clause entitles PTV to terminate the affected Contract with immediate effect.

§14. Infringements of Third-Party Property Rights

- 14.1 If a third party asserts claims against the Client due to the infringement of its intellectual property rights in connection with the use of the delivery for reasons that can be attributed to PTV, the Client shall immediately inform PTV in writing and leave the defense of the claim to PTV, to the extent possible. The Client shall support PTV in its defense against the claim in an appropriate manner. The Client is not entitled to conclude a settlement with the third party with regard to the aforementioned violations or to recognize the third party's claim without the consent of PTV.
- 14.2. Insofar as property rights of third parties are infringed by the delivery and PTV is responsible for this, PTV is free to:
 - obtain sufficient rights of use for the purposes of the contract for the benefit of the Client; or
 - change the delivery or replace it – in particular with a new version or another PTV product – in such a way that it no longer infringes the industrial property rights of third parties, if and to the extent that this does not significantly impair the functionality of the delivery.
- 14.3 If subsequent performance is impossible for PTV or is only possible under disproportionate conditions, PTV shall be entitled to withdraw the affected deliveries in return for reimbursement of the remuneration paid. PTV shall grant the Client a reasonable grace period, unless this is only possible under unreasonable legal or other conditions.
- 14.4 This shall not affect the Client's other claims, e.g. for withdrawal, reduction and damages.

§15. Liability

- 15.1. PTV's liability shall be unlimited:
 - a) for loss caused intentionally or by gross negligence;
 - b) for death, personal injury or damage to health caused intentionally or negligently;
 - c) where PTV has fraudulently concealed a defect or has expressly given a guarantee;
 - d) under the German Product Liability Act; and
 - e) in any other case in which liability cannot lawfully be excluded or limited.
- 15.2 In the event of ordinary negligence, PTV shall be liable only for a breach of a material contractual obligation. A material contractual obligation is an obligation, whose performance is essential to the proper performance of the Contract; and on whose performance the Client may ordinarily rely. Liability under this clause 15.2 shall be limited to the loss that was foreseeable and typical for the type of Contract at the time the Contract was entered into.
- 15.3. Subject to clause 15.1, PTV shall not be liable for:
 - a) loss of profit, revenue, anticipated savings, business opportunity or goodwill;
 - b) loss arising from business interruption;
 - c) indirect or consequential loss; or
 - d) loss arising from third-party claims against the Client, except to the extent that such loss constitutes foreseeable and typical loss resulting from a breach of a material contractual obligation.
- 15.4. PTV's liability for loss or corruption of data shall be limited to the reasonable cost of restoring the data from a proper and current backup maintained by the Client.
This limitation shall not apply to the extent that PTV expressly assumed responsibility for data backup under the relevant Contract.
- 15.5. Subject to clause 15.1, PTV's aggregate liability arising out of or in connection with a Contract shall not exceed the greater of:

- a) the net remuneration paid or payable under the affected Contract during the twelve (12) months preceding the event giving rise to the claim; or
 - b) in the case of a one-time project or delivery, the agreed net price of the affected project or delivery.
- The limitation shall apply only to the extent permitted by applicable law and shall not reduce liability below the amount foreseeable loss where such a reduction would be legally ineffective.
- 15.6. Claims for damages or reimbursement of wasted expenditure against PTV shall become time-barred one year after the statutory commencement of the limitation period.
- This shortened period shall not apply to claims under clause 15.1 or where a shorter contractual limitation period is prohibited by applicable mandatory law.

§16. Confidentiality and Secure Storage

- 16.1. The Client is obliged not to disclose to third parties any confidential information (including trade secrets) that it becomes aware of in connection with this contractual relationship and its implementation. **"Confidential information"** means information that is marked as confidential or whose confidentiality arises from the specific circumstances and is identifiable as confidential to an objective third party, regardless of whether it was communicated in written, electronic, physical or verbal form. Non-Confidential Information in the above sense is information that
- a) was obvious at the time of transmission or were known to the Client or became known subsequently;
 - b) has been made available to the Client by third parties without breach of law; or
 - c) the Client has developed itself without using confidential information.
- 16.2 The Client is prohibited from obtaining confidential information by means of reverse engineering. "Reverse engineering" means all actions, including observation, testing, investigation and disassembly and, if necessary, reassembly, with the aim of obtaining confidential information.
- 16.3 The obligations under clause 16.1 shall not apply to the extent that the Client is required to disclose Confidential Information under applicable law or by a binding order of a competent court, authority or stock exchange.
- To the extent legally permitted, the Client shall notify PTV before making the disclosure and shall provide reasonable assistance to enable PTV to seek protective measures.
- The Client shall limit the disclosure to the information legally required, identify the information as confidential or as a trade secret where appropriate and use reasonable efforts to preserve its confidential treatment.

§17. Miscellaneous

- 17.1 Form
- a) Amendments and supplements to the Contract, including these GTCs, and all orders, confirmations, notices, consents, objections and terminations shall be made in text form unless mandatory law requires a stricter form.
 - b) Where these GTCs or the Contract refer to written form or a written declaration, text form is sufficient. "Text form" means a readable declaration made on a durable medium that identifies the person making the declaration, including e-mail and electronic-signature platforms.
 - c) The precedence of individual agreements pursuant to Section 305b of the German Civil Code remains unaffected
- 17.2. The Client is only entitled to offset claims that are undisputed or have been finally and legally established. The Client is only authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.
- 17.3. The Client may not assign or otherwise transfer the Contract or any material right or obligation under it without PTV's prior consent.
- PTV shall not unreasonably withhold consent to an assignment of a monetary claim to a recognised financing institution, provided that the assignment does not increase PTV's obligations or reduce its rights.
- This restriction shall not apply to the extent that a restriction on the assignment of a monetary claim is ineffective under applicable mandatory law.
- PTV may assign the Contract or individual rights and obligations under it to an affiliated company as part of an internal reorganisation, transfer of business or transfer of the relevant product or

- business unit, provided that the assignment does not materially reduce the Client's contractual rights.
- 17.4. PTV expressly rejects the inclusion of the Client's General Terms and Conditions. These shall also not become part of the contract if the Client refers to the Client's General Terms and Conditions of Business in its communication. Anything else shall only apply if PTV expressly agrees in writing to other contractual terms.
 - 17.5. The version of these GTCs provided to or made available to the Client when the relevant Contract is entered into shall apply to that Contract.
A later version shall apply to an existing Contract only if expressly agreed by the parties or to the extent that the Contract contains a valid, procedure for amendments to continuing contractual relationships.
 - 17.6. These GTCs apply exclusively to Business Customers and do not apply to consumers.
A "Business Customer" means any natural person, legal entity, partnership, public-sector entity or other organisation entering into the Contract for purposes relating to its trade, business, independent professional activity or public functions.
 - 17.7. Guarantees are only expressly granted by PTV. Representations in test programs, product or project descriptions expressly do not contain any guarantees or quality promises.
 - 17.8. In the event of conflicts, the following order of precedence shall apply: (1) individual contract/offer, (2) end user license agreement, (3) maintenance and support terms or terms of service, respectively, (4) these General Terms and Conditions.

§18. Non-solicitation

During the term of the Contract and for twelve (12) months thereafter, the Client shall not knowingly and directly solicit for employment or engagement any employee of PTV who was materially involved in performing the relevant Contract and with whom the Client had direct material contact in connection with that performance.

This restriction shall not apply to:

- a) general recruitment advertising not specifically directed at the relevant employee;
- b) searches conducted by an independent recruitment agency that has not been instructed to target the relevant employee;
- c) an application initiated by the employee without prior direct solicitation by the Client; or
- d) a person whose employment or engagement with PTV had already ended before the Client first approached that person.

This clause shall apply only to the extent permitted by applicable law.

§19. Applicable law, DIS arbitration

- 19.1. This Contract and any contractual or non-contractual obligations arising out of or in connection with it shall be governed by the substantive laws of the Federal Republic of Germany, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods ("CISG").
German law shall be interpreted and supplemented, where appropriate for an international commercial contract, by the UNIDROIT Principles of International Commercial Contracts 2016. In the event of any conflict, the express provisions of the Contract and the applicable mandatory provisions of German law shall prevail.
- 19.2. Subject to clauses 19.3 to 19.6, all disputes arising out of or in connection with this Contract or its validity, including any dispute concerning its existence, formation, interpretation, performance, breach or termination and any related non-contractual obligation, shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute ("DIS") without recourse to the ordinary courts of law. The arbitral tribunal shall consist of a sole arbitrator appointed in accordance with the DIS Arbitration Rules. The seat of arbitration shall be Frankfurt am Main, Germany. The language of the arbitration shall be English. The arbitration agreement contained in this clause 19 shall be governed by German law. The parties may agree in text form after a dispute has arisen that the Expedited Proceedings provisions in Annex 4 of the DIS Arbitration Rules shall apply.
- 19.3. Notwithstanding clause 19.2, a claim solely concerning the payment of a fixed and due monetary amount not exceeding EUR 250,000, or the equivalent amount in the currency of the Contract, excluding interest and costs, may, at the claimant's option, be brought before the competent courts at the defendant's registered office or principal place of business.

This exception shall apply only where the claim can be determined without deciding a material non-payment dispute.

It shall not apply where determination of the claim requires a decision concerning, in particular:

- a) the existence, validity, scope, suspension or termination of a contractual licence;
- b) an alleged infringement or misuse of intellectual property or Confidential Information;
- c) the conformity, acceptance or material performance of a delivery, work, service or project;
- d) data-protection, sanctions or export-control obligations;
- e) termination, rescission, reduction of price, damages or other non-monetary relief; or
- f) a genuine counterclaim exceeding the threshold specified above.

Any dispute excluded from this clause 19.3 shall be resolved under clause 19.2.

Clause 19.1 shall continue to apply to proceedings before a state court under this clause 19.3.

19.4. Payment order proceedings

Notwithstanding clauses 19.2 and 19.3, either party may commence any available national, European or other supranational payment order proceedings in respect of a fixed and due monetary claim, irrespective of the amount claimed.

The commencement of such proceedings shall not constitute a waiver of the arbitration agreement.

If the defendant contests the claim or files an opposition against the payment order, the claimant may continue the dispute before a state court only if the claim falls within clause 19.3. In all other cases, the dispute shall be finally resolved in accordance with clause 19.2.

Where permitted by the applicable procedural rules, the claimant shall request that the payment order proceedings be terminated if the defendant contests the claim and the dispute does not fall within clause 19.3.

19.5. Interim and conservatory measures

Nothing in this clause 19 shall prevent either party from applying to the arbitral tribunal or any competent state court for interim, protective or conservatory measures.

An application for such a measure shall not constitute a waiver of the arbitration agreement.

19.6. Mandatory state jurisdiction

Any mandatory exclusive jurisdiction of a state court, public register or public authority shall remain unaffected. This applies, in particular, to proceedings concerning the registration or validity of registered intellectual property rights to the extent that such matters are not legally capable of settlement by arbitration.