

## Terms of Use of Exactag Webinars

### 1. Application of terms of use of the Exactag Webinars

- 1.1. These terms of use of the Exactag webinars („**Terms**”) apply for the preparation of and participation in webinars provided by Exactag GmbH („**Exactag**“) to the user (“**Webinars**”).
- 1.2. Conflicting provisions and provisions overlapping with these Terms – in particular, those in general terms and conditions– do not apply even if the Webinars are used without explicit objection to these general terms and conditions by Exactag.

### 2. Registration and use of Webinars’ content

- 2.1. Access to the Webinars is entirely at the discretion of Exactag.
- 2.2. Exactag grants the user a free-of-charge, unlimited in time, revocable, non-transferable, non-exclusive right to use the content of the Webinars in connection with Exactag’s products and services. Exactag may revoke the aforementioned right at any time upon 5 days’ notice for any and no reason. If the user breaches these Terms, Exactag may immediately revoke the aforementioned right.
- 2.3. The user guarantees to use the content of the Webinars exclusively as specified by Exactag. Exactag does not guarantee a certain availability of the Webinars or a deadline to remedy its unavailability or limited availability.

### 3. Confidentiality

- 3.1. The user will keep confidential all materials, know-how and experiences that are disclosed to the user or that become known to the user during the Webinars (including the fact that the user has been granted access to and participate in the Webinars, together „**Confidential Information**”). Confidential Information means all information received by the user during the Webinars regardless of their format (in particular verbal information, documents in written or electronic form, samples of any kind, specifications, software, source code, drafts, techniques and proceedings – including any copies or derivatives made thereof, even if of electronic character).
- 3.2. The confidentiality obligations hereunder shall not apply to Confidential Information if and to the extent that
  - 3.2.1. Such Confidential Information was already lawfully in its possession prior to disclosure and without confidentiality obligation;
  - 3.2.2. Such Confidential Information was disclosed without its fault or otherwise became generally known through with no fault of the user;
  - 3.2.3. Such Confidential Information was lawfully disclosed to the user by one or more third parties after acceptance of these Terms without confidentiality obligation, i.e. without breach of this Agreement by the user;
  - 3.2.4. It is explicitly released for disclosure by Exactag;
  - 3.2.5. It has been independently developed by the user at the time these Terms became effective or thereafter, regardless of disclosure by Exactag; and/or

- 3.2.6. It must be disclosed in accordance with statutory or administrative provisions, if Exactag is immediately notified of this requirement and the scope of the disclosure is restricted as far as possible, or must be disclosed pursuant to a court or administrative decision, if Exactag is immediately notified of this decision and if there is no possibility to challenge the decision.

The user invoking the foregoing exceptions shall bear the burden of proof.

## 4. IP

- 4.1. Exactag holds all rights and titles in the content of the Webinars, their documentation and all other services provided to the user, including but not limited to Confidential Information, concepts, specifications, integration scenarios, examples of code, including all related copies, and including all patents, technical property rights, trademarks, copyrights and rights to business secrets of Exactag.
- 4.2. No provision of these Terms shall expressly or impliedly be construed as conferring any right or license in respect of the Confidential Information and/or the Webinars, unless otherwise explicitly set out hereunder.
- 4.3. When You upload, submit, store, send, receive or otherwise submit content and/or information ("**Content**") to Exactag as a part of Your participation in the Webinars, You (i) will retain ownership of any intellectual property rights that You own in that Content; (ii) give Exactag, its subcontractors, its partners and its affiliates according to Articles 15 et seq. German Stock Companies Act (*AktG*) a worldwide, non-revocable, royalty-free, sublicensable license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, and distribute such Content. The rights You grant in this license are for the limited purpose of operating, promoting and improving the Webinars as well as Exactag's services and products and to develop new features, services and products. This license continues even if Your participation in the Webinars ends, unless You elect to remove Your Content from the Webinar before that time. You guarantee that You have the necessary rights to grant Exactag this license for the aforementioned Content.
- 4.4. If You submit feedback or suggestions about our Webinars, we may use Your feedback or suggestions without obligation to You.

## 5. IT-Security

The user undertakes to observe the latest technology standards with respect to data security and the protection of Confidential Information. The user will notify Exactag of existing and potential security holes in text form.

## 6. Liability

- 6.1. The user is entirely responsible for the use of the content of the Webinars and is liable according to the statutory rules.
- 6.2. Exactag is not liable for recommendations, advice, hints or any similar non-binding actions in and beyond these Terms ("**Indicative Information**"). Exactag assumes no liability for the accuracy, correctness, quality or completeness of the Webinars, the Confidential Information or the Indicative Information (both together "**Exactag Information**") and how the user may use the Exactag Information. Exactag shall not be liable to the user for damages suffered through

the usage of the Exactag Information, whether or not these Terms permit such use, or by its reliance on the completeness and accuracy of the Exactag Information.

## **7. Contractual Penalty**

For every culpable breach of these Terms, Exactag may impose a contractual penalty for an amount in Exactag's reasonable discretion and which is subject to review by the competent court. The user may not claim continuation of offence. The contractual penalty will be credited against any eventual damages.

## **8. Destruction of Confidential Information, post-contractual obligation**

- 8.1. Exactag may request the immediate destruction of the Confidential Information at any time and You will confirm the destruction in text form, unless applicable laws require continuous storage. The obligation of destruction excludes Confidential Information, which is automatically backed up by backup systems and where there is no systematic access. Otherwise, there is no right of retention.
- 8.2. The user undertakes to comply with these Terms for a period of 2 years after the end of the Webinars.

## **9. Miscellaneous**

- 9.1. Exactag reserves the right to amend these Terms at any time. Exactag shall notify the intended changes of these Terms to the user. The changes will be deemed approved if the user does not raise objections in writing. Exactag shall provide a special notice as to this consequence in the announcement of the changes. The written objection must be received by Exactag within 4 weeks of the notification of the changes. If such an objection is raised, the Terms will remain in force without the proposed changes.
- 9.2. Place of fulfilment of all services by Exactag is Düsseldorf.
- 9.3. Only German law applies under exclusion of its conflict of law provisions and the United Nations Convention on the International Sales of Goods from 11 April 1980.
- 9.4. Any disputes under these Terms may be brought exclusively (if legally permissible) in the courts located in Düsseldorf, Germany, and the parties hereby consent to the personal jurisdiction and venue of these courts.
- 9.5. Should one or several provisions of these Terms be or become fully or partly invalid, the validity of the remaining provisions of these Terms will not be affected thereby.