INOSIM GmbH: General Terms and Conditions

Valid from January 1st, 2024

A. Terms And Conditions For Software Licensing

1. General Regulations, Scope, And Order Of Priority

1.1 These terms and conditions for the perpetual software license (hereinafter referred to as "TCSS") apply to all transfers, deliveries, maintenance and support services, offers and contractual relations of INOSIM GmbH, Joseph-von-Fraunhofer-Straße 20, 44227 Dortmund, Germany, with regard to software in relation to business customers who are merchants, entrepreneurs (§ 14 BGB Germany), public-law corporations or legal entities under public law.

1.2 In the following, INOSIM GmbH is referred to as "INOSIM", the business customer is referred to as "customer" and both jointly are referred to as "the parties".

1.3 Unless otherwise agreed, these TCSS shall apply exclusively. Conflicting and/or supplementary conditions – in particular the General Terms and Conditions of the customer – are hereby expressly contradicted. These do not apply, even if the customer has pointed out these and INOSIM has not subsequently expressly objected to such conditions.

2. Definitions

2.1 "Software" means computer programs in object code (or password-protected source code) in any form with all associated machine-readable commands and data that can be displayed, executed, or processed on hardware (§ 69a UrhG Germany).

2.2 "Data" means depictions of information that is implemented in or generated by the Software, e. g. license keys, user manuals, graphics, simulations, pictures, tables, etc.

2.3 "Products" means the software provided to the customer.

2.4 "Hardware" means all information-processing equipment.

2.5 "License container" means the transfer of the software-based license key either on a USB license dongle or as a file-based license. The type and scope of the license container depend on the scope of use (license type) agreed by the parties. The file-based license (floating license) differs by the name Country or World:

– Country license: Entitles to use the software exclusively in the country of purchase.

– World license: Entitles to operate the software worldwide, regardless of the country in which it was purchased.

2.6 "License Key" means the software code contained in the license container through which the agreed usage rights of the customer are administered and controlled.

2.7 "Transfer of Software" means the licensing of the agreed software to the customer for easy use, either on a permanent basis or for a limited period of time (subscription). The software also includes the contractually agreed modules, components, add-ons, updates, patches, and bug fixes. The source code of the software is not the subject of the software assignment, even if INOSIM delivers parts of a software in the form of protected source codes. The same applies to the design of the system environment, storage capacity, and proper data backup, for which the customer is solely responsible. The software is always transferred only with software maintenance as part of the transfer of software; in the case of transfer of software on a permanent basis for a minimum term of one year; the subscription is only possible with software maintenance for the agreed term.

2.8 "Software Maintenance" or "Maintenance" means the provision of improvements, bug fixes or adaptations to the software used over an agreed period of time in the form of releases, updates, patches, and bug fixes. The provision of a more extensive functionality (so-called Upgrade) is not subject to maintenance and always requires a separate contractual agreement.

2.9 "Source code" means the pure program code and the documentation describing and explaining it.

2.10 "License Audit" means the verification of whether the software installed on the customer's systems is used to the extent contractually agreed.

2.11 "Written Form" means the exchange of documents in electronic form (e-mail), on paper or by fax and the communication of the parties to the contact persons designated by each other in the contract, for which a simple electronic signature is sufficient.

3. Offers, Contracts, And Property Rights

3.1 The offers of INOSIM are non-binding unless the parties agree otherwise in writing. Drawings, illustrations, descriptions, or other performance specifications or data are only binding if INOSIM refers to the obligation or the parties expressly agree to such an obligation.

3.2 INOSIM may accept an offer from the customer within four weeks. Service or order orders received by INOSIM shall be considered as an offer of the customer for the conclusion of the contract. A contract shall only be concluded if INOSIM confirms such an order of the customer in writing or commences the performance of the services. Collateral agreements, assurances, and other agreements made before or at the time of placing an order require written form to be effective.

3.3 To the extent that INOSIM creates and/or makes available to the customer Software (including components or modules), drawings, concepts, plans, reports, assemblies, calculations, suggestions, test programs, presentations, models, depictions, texts, photos, videos, sketches,

trademarks, graphics, layouts, illustrations and other designs (hereinafter collectively referred to as "Materials"), these shall remain the intellectual property of INOSIM. The customer receives only a simple (non-exclusive) right of use limited to the duration of the contract or the purpose of the contract. Any additional right of use, any duplication, utilization, publication, editing, forwarding, or other use of these materials is only permitted with the express consent of INOSIM, at least in writing (prior consent). If a contract is not concluded, the customer is obliged to return these materials and to permanently destroy any copies thereof.

4. Handover, Installation, Scope Of Use, Software Maintenance

4.1 Handover of a copy of the software in the context of the software transfer and maintenance takes place when INOSIM provides the customer with a download link to download the copy from the Internet. The handover on a data carrier or the installation through INOSIM requires a separate agreement.

4.2 The customer is obliged to install and configure the supplied copy of the Software or its enhancements, bug fixes or adjustments made through maintenance to work environments which are accessible only to the customer's employees. In doing so, he will observe the manufacturer's recommendations for the appropriate system environment.

4.3 The perpetual software license also includes the handover of the agreed license container. With the license keys contained in it, the software can be unlocked for use.

4.4 The scope of use and any restrictions on use are governed by the contractually granted rights of use and the resulting intended use of the transferred software. These are determined according to the license provisions of the respective manufacturers, which apply in addition to these TCSS and become part of the contract. For the INOSIM software, the license terms available on the homepage apply.

4.5 The amount of the maintenance fee depends on the agreed term model (e. g., 1 year, 3 years, 5 years or by special agreement) in relation to the type of products transferred. The parties always conclude the maintenance as a fixed term using the agreed term model. Ordinary termination is excluded within this fixed term. The right to extraordinary termination remains unaffected.

4.6 With the software subscription, maintenance is an integral part of the subscription and is agreed upon with each renewal over the entire term.

4.7 If the software is transferred on a permanent basis, the maintenance period is at least one year. After the expiry of this minimum period since the transfer, the customer has the option of extending the software maintenance on a permanent basis. If a maintenance extension is not carried out, the customer has the right to renew the original maintenance contract for a further term (renewal) by the end of the second year after the last maintenance. This renewal requires the customer to update the software to the current state, i. e., to add the software maintenance for the previous periods. The maintenance fee and the renewal fee of 25% are borne by the customer according to the current price list. After more than two years since the last maintenance, a renewal of the original maintenance contract is no longer possible. If the maintenance contract ends definitively, the customer receives a new license container. The license keys contained therein represent the release status of the customer's software at the end of maintenance.

5. License Fees And Payment Terms

5.1 INOSIM receives the previously agreed royalty for each perpetual software license, delivery, or effort. Unless otherwise agreed, the prices prevailing at the time of conclusion of the contract shall apply. Unless otherwise agreed, payment shall be made in Euros (€). Changes in exchange rates do not affect remuneration and agreed payment obligations.

5.2 The license fee for the software subscription is always payable annually in advance at the beginning of the calendar year according to the invoice.

5.3 In case of perpetual software license on a permanent basis, the maintenance fee is always paid annually in advance at the beginning of the calendar year.

5.4 All prices are exclusive of the applicable statutory value-added tax and any other duties, taxes, fees, or other public charges that may apply.

5.5 The prices shall only be considered as fixed or lump sum prices if they have been expressly agreed as such in writing.

5.6 In case of sales shipment of a data carrier with the software or an improvement, correction or adaptation, the customer shall bear the transport costs ex warehouse (EXW according to Incoterms®2020) and the costs of any transport insurance requested by the customer.

5.7 The acceptance of bills of exchange and cheques always requires a special agreement. The purchase price will only be paid for performance up to the time of redemption of the bill of exchange or cheque. There is no deferral of the purchase price claim. The purchase price claim only expires when the bill of exchange or cheque is redeemed in favour of INOSIM.

5.8 Invoices are due upon receipt of payment and to be paid within fourteen (14) days without deduction.

5.9 In the event of payment arrears which are not settled within a period of four weeks even upon written request, INOSIM is entitled to prohibit further use of the Software and to demand the transfer and/or deactivation of the license containers.

5.10 If, after the conclusion of the contract, it becomes apparent that INOSIM's payment claim is endangered by a lack of performance on the part of the customer, INOSIM may refuse the service and determine a reasonable period of time within which the customer stepwise must pay in return for the performance of the service or provide security. In the event of refusal by the customer or unsuccessful expiry of the deadline, INOSIM is entitled to withdraw from the contract and demand compensation.

5.11 In the case of cross-border transfers, deliveries, or services, the handling of import or export is the sole responsibility of the customer, unless the parties have agreed otherwise.

6. Software Defects And Customers' Obligations To Cooperate

6.1 The condition of the software depends exclusively on the agreed functionalities. The functionalities and information about the required operating environment can be found in the documentation included in the software (in the "Help" menu or as a PDF document). INOSIM is not owed any further condition than that. Public statements or advertising by INOSIM shall only serve

as descriptions of the nature of the Software if INOSIM expressly confirms this to the customer.

6.2 The customer is obliged to inform himself about the essential functionalities and features of the software before concluding the contract. In doing so, the customer has to check whether the **software to be handed over corresponds to the customer's requi**rements and wishes.

6.3 In the case of a long-term transfer of the software, the time of the transfer of risk is decisive for the contractual condition of the software.

6.4 The customer tests the software for defects and for the agreed usability before using it. The statutory investigation and complaint obligations apply accordingly to the perpetual software license (§§ 377, 381 HGB).

6.5 The customer is obliged to notify INOSIM of any defects properly by accurately describing the appearance of the defect and the system configuration.

6.6 In the event of justified and timely notification of a defect, the customer shall initially be entitled to subsequent performance during the warranty period, whereby INOSIM may, at its own discretion, remedy the defect or deliver a defect-free software. A defect in the software does not exist if its cause is due to an unauthorized modification of object code or protected source code or other editing of the INOSIM software made by the customer.

6.7 The customer shall give INOSIM the time and opportunity necessary for the subsequent performance due, in particular to enable the examination of the complained software.

6.8 In principle, the customer himself is not permitted to correct errors by means of a reworking of the software (e. g., by changing object code or protected source code). Something different applies in the following cases: (i) the rectification of a defect is necessary for the proper use and/or the achievement of interoperability; or (ii) INOSIM is in default with the rectification of the defect, or (iii) unjustifiably refuses to rectify the defects, or (iv) is unable to remedy the defects immediately for other reasons attributable to its own area of responsibility.

6.9 The customer shall reimburse INOSIM for the additional costs incurred in the course of subsequent performance which arise as a result of unjustified self-removal attempts by the customer in the event of defects. The customer retains the option of proving that these costs were not incurred or to a lesser extent incurred or were necessary on the part of INOSIM.

6.10 INOSIM can prove the change of object code or protected source code by the customer, e. g., by deviating checksums of the relevant source code parts before and after the release of a software. The customer has the option of proving other causes for different checksums. The right of INOSIM to refuse supplementary performance in individual cases, if this is unreasonable as a result of disproportionately high costs, remains unaffected.

6.11 The customer observes the manufacturer's specifications for the operation, maintenance, and installation of the products transferred to him.

6.12 The customer is always obliged to ensure proper data backup according to the state of the art. The customer is advised that proper data backup may reduce the risk of data loss. Such data losses may occur, among other things, as a result of improper operation of databases.

6.13 If the customer uses the licensed software on a real-time system, he must, in addition to the

data backup, also take into account the fact that complete and correct data must be entered in order to create the simulation or forecast. The customer must carefully check any prediction or the results of any simulation, especially for obvious errors. Only then can they be transferred to the customer system or application.

6.14 In the event of a claim by a third party for the alleged infringement of property rights, the customer is obliged to inform INOSIM immediately in writing. To the extent possible and reasonable, the parties shall assist each other in defending the claims with the information at their disposal.

6.15 If the software provided by INOSIM infringes the property rights of a third party, INOSIM is entitled to either provide to the customer: (i) a right of use correspondingly acquired by the rights holder, or (ii) new software corresponding to the functionality; or (iii) a workaround; or (iv) a new software stand for the affected part.

7. License Audits And Multiple Uses

7.1 INOSIM has the right to perform a license audit at the customer and verify that the actual use of the agreed Software on all systems at all customer locations where the agreed Software is installed is in accordance with the applicable contractual and license terms. In particular, the license audit also includes checking and providing information on system environments, accesses, scope, and periods of use.

7.2 INOSIM is entitled to carry out the license audit by means of an automated license measurement using a tool determined by INOSIM and/or a self-report.

7.3 INOSIM shall notify the customer of the license audit in writing at least ten (10) working days in advance. The license audit takes place in coordination with the customer during normal business hours.

7.4 INOSIM has the right to inspect the software installed on the customer's system environment on the basis of a legitimate interest. Such a legitimate interest exists in particular in the case of the implementation of the license audit. INOSIM may also exercise this right and the license audit through agents or authorized representatives. If INOSIM appoints agents or authorized representatives to carry out the license audit or to safeguard any other legitimate interest, INOSIM will impose on them the same confidentiality or secrecy obligations that INOSIM is also obliged to perform towards the customer.

7.5 The customer receives a notification of the result of the license audit. If the license audit reveals that the actual use during the audited period exceeds the agreed scope of use (so-called additional use) or there are violations of the intended use or of the applicable contractual and license conditions during the audited period, INOSIM shall have the right to demand payment from the customer for the remuneration agreed in accordance with the applicable contracts of the parties for a corresponding provision of software and, if applicable, software maintenance. If no remuneration has been agreed, the usual remuneration shall apply according to the current INOSIM price list. The statutory claims, in particular for damages under copyright law, remain unaffected.

8. Liability

8.1 INOSIM is always liable in full for personal injury (injury to life, body, and health) as well as for

damage caused intentionally or through gross negligence and in case of liability according to the Product Liability Act. This also includes unlimited liability for fraudulently concealed defects or the absence of a condition for which INOSIM has assumed a guarantee.

8.2 In all other cases of slightly negligent breach of a material contractual obligation, INOSIM's liability is always limited to the foreseeable, typically occurring damage. Essential contractual obligations are obligations the fulfilment of which only enables the proper execution of the contract and on which the customer may regularly rely. There is no further liability.

8.3 Furthermore, liability for simple negligence is excluded. This applies in accordance with § 536a BGB (Germany) in particular to liability for damages for initial defects in the software subscription caused by slight negligence. However, the provision in this clause 8. 3 sentence 1 also applies with regard to consequential and indirect damages such as lost profits, damages due to business interruption or missed savings, regardless of the type of transfer.

8.4 If INOSIM is obliged by a separate agreement to pay the customer a contractual penalty or comparable lump-sum damages, these payment obligations shall be set off against any damages.

8.5 INOSIM is only liable for data loss or damage caused by malicious programs (viruses, worms, Trojans, etc.) if INOSIM has not complied with reasonable industry-standard precautions. In addition, the liability is in any case limited to the recovery costs that would have occurred if the customer had taken the data protection measures required under section 6. 8 of these TCSS.

8.6 Except in the cases specified in section 8. 1 above (§ 309 No. 7 BGB Germany), claims for defects or damages in cases of slight negligence in the transfer of software, regardless of the legal reason, become time-barred with the expiration of one (1) year after the commencement of the statutory limitation period.

8.7 The above liability regulations also apply to employees, legal representatives, bodies or vicarious agents of INOSIM.

8.8 Neither party shall be liable for non-performance or delay in performance caused by any of the following circumstances: acts of war or hostility, sabotage, natural disasters; pandemics and pandemic-related consequences or restrictions; irresponsible power, telecommunications and Internet outages; governmental or official restrictions (including denial or revocation of export or other permits) or other events that are not under the influence of the parties to perform. The same applies if such circumstances occur with the vicarious agents of INOSIM. In such a case, the period of service shall be extended to an appropriate extent. Both Parties will endeavour to minimize the impact of such events and to take appropriate countermeasures.

9. Data Protection And Confidentiality

9.1 The parties comply with the relevant data protection regulations. In principle, the activities of INOSIM do not involve the processing of personal data. To the extent necessary, the parties will conclude a corresponding data protection agreement and agree on compliance with certain technical and organizational measures for data security.

9.2 In principle, INOSIM's activities do not involve the exchange of business secrets. Should the parties nevertheless become aware of certain business secrets of the other party when executing an order, both parties undertake to treat these confidentially. The parties shall not use, obtain or

pass on to third parties, or disclose, or publicly disclose these without the prior written consent of the respective holder of the trade secrets.

9.3 The parties shall inform the persons appointed by them for the purposes of an assignment of the obligation of professional secrecy and oblige them to observe professional secrecy.

9.4 The parties shall use the business secrets provided by the other party exclusively for the execution of the agreed contract and shall disclose within their company only to the management and such persons which:

– as employees or personnel are responsible for carrying out the agreed activities and for whom they have contractually or otherwise bound to secrecy,

– professionally are bound to secrecy (e. g., lawyers, tax consultants, company data protection officer) or

– are involved as subcontractors in the performance of the contract and have been committed to confidentiality to the same extent in writing.

10. INOSIM Employees And Subcontractors

10.1 INOSIM will pay employees employed in the Federal Republic of Germany a wage at least equal to the statutory minimum wage within the meaning of the Minimum Wage Act (MiLoG Germany) when executing an order.

10.2 In order to carry out an assignment in the Federal Republic of Germany, INOSIM shall not **engage in temporary work within the meaning of the Employees' Entitlement Act (AÜG Germany)** and/or employ employees or freelancers who are not in possession of a valid work permit and/or a valid social security card.

10.3 The transfer of services to subcontractors takes place with the prior written consent of the customer. Consent shall be deemed to have been given if the customer does not object to the use of a subcontractor within a period of 14 days after receipt of such notification. Prior to any transfer, the companies entrusted shall be identified by name.

11. Severability Clause And Reference Permit

11.1 Should a provision of the concluded order, contract or these TCSS be or become ineffective or contain a gap, the legal validity of the remaining provisions remains unaffected. In this case, the parties undertake to make a legally effective provision that is as close as possible to the economic intent.

11.2 INOSIM is entitled to use the name of the customer publicly for advertising purposes as a reference, e. g., on its own homepage on the Internet. INOSIM will use the trademarks of the customer only with his consent. The same applies to reports on the activities for the customer or publications related thereto, e. g., in press releases, flyers, newsletters, lectures, success stories, or in social media.

12. Communication, Written Form, Applicable Law, And Place Of Jurisdiction

12.1 Side agreements, assurances, and other agreements made before or at the time of placing an order, as well as subsequent amendments, additions, or the cancellation of a completed order or

contract, require the electronic form to be effective. This also applies to the cancellation or modification of this electronic form clause. This formal requirement does not apply to agreements concluded orally between the parties after the conclusion of the contract. The parties shall immediately confirm oral agreements in writing.

12.2 An order entered into between INOSIM and the customer as well as the agreements entered into thereunder are subject to the law of the Federal Republic of Germany. The UN Sales Law (CISG – United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) is expressly excluded.

12.3 The contract language is German. For contractual documents (e. g., appointment, order) or other correspondence, the German language version is always decisive.

12.4 A set-off or retention against claims of INOSIM is only permissible with due counterclaims, which are not opposed by an objection. The customer is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

12.5 The place of performance for all services and the exclusive place of jurisdiction for all legal disputes arising out of or in connection with a contractual relationship between the parties is the registered office of INOSIM, unless otherwise required by law.

B. Special Conditions For The Perpetual Software License

13. Permanent Transfer Of Software

13.1 If the parties have agreed on the transfer of the software on a permanent basis, the customer receives a simple (non-exclusive), unlimited right of use of the agreed software. The scope of the right of use is determined according to the respective agreements made, including the applicable license provisions of the manufacturers.

13.2 INOSIM agrees the deadline for delivery with the customer individually or indicates it when accepting the order. The obligation to provide the software on a permanent basis is only considered a fixed transaction if the parties have expressly agreed to this.

13.3 The occurrence of the delay is determined in accordance with the statutory regulations. In any case, however, a reminder from the customer is required.

13.4 The deliveries of data carriers with the agreed software and the license containers take place **ex warehouse (EXW in accordance with Incoterms®2020). At the customer's request and expense,** these are sent to another destination (delivery purchase). Unless otherwise agreed, INOSIM is entitled to determine the type of shipment (in particular transport company, shipping route, packaging).

13.5 The risk of accidental loss or accidental deterioration of data carriers or license containers shall pass to the customer at the latest upon handover. In the case of purchase by consignment, the risks of accidental loss and accidental deterioration as well as the risk of delay pass upon delivery to the forwarder, the carrier, or the person otherwise designated to carry out the consignment.

13.6 The Customer shall examine the Software and the associated license containers, data, other

services, materials, and/or documents immediately after release and shall immediately notify any defects in writing. § 377 HGB applies accordingly.

14. Retention Of Title And License

14.1 INOSIM retains ownership of the transferred software, its components and/or modules until the customer has settled all claims arising from the business relationship. In the case of several receivables or a current invoice, the retention of title shall be regarded as security for the balance claim, even if individual parts have already been paid.

14.2 The right to use a software only arises upon full payment of the agreed license fees (license reservation). In the event of a delay in payment by the customer, the granted right of use is suspended.

14.3 The software subject to retention of title or license may not be transferred to third parties, pledged or given as security prior to full payment of the agreed license fees. The customer must immediately notify INOSIM in writing if third parties are likely to access the affected software.

14.4 In the event of a seizure, confiscation, or other disposition of third parties, the customer is obliged to immediately indicate the ownership of INOSIM or the ownership of the rights of the respective manufacturer. Furthermore, the customer is obliged to inform INOSIM immediately in writing of the seizure, confiscation, or other disposition of third parties.

15. Transfer Of The Software

15.1 With respect to the software of which INOSIM is the manufacturer, the customer is entitled to transfer the copy of the software provided to him with the consent of INOSIM on a permanent basis to a third party transferee under the following conditions:

– The subject of the transfer is only the customer's own program copy, in the scope of use as licensed to the customer. The Software may only be transferred subject to the applicable usage restrictions.

– The transferee may download a copy of the Software in an improved or updated form from the manufacturer's website only if the customer had a continuous maintenance contract with the manufacturer.

– The customer obliges the transferee to enter into the existing maintenance contract on the customer's side (contract acceptance).

– The customer must have disabled his copy of the Software at the time of transfer to the Assignee and may no longer use the Software to the extent of the licenses to be transferred.

– There must be no splitting of the originally transferred scope of use, i. e., the number of users must always correspond to the originally licensed number of users – i. e,. all originally transferred licenses must be transferred.

– The customer shall also hand over to the transferee the license containers that INOSIM originally handed over to the customer.

15.2 The customer is obliged to confirm to INOSIM the existence of the above conditions in writing upon request.

15.3 With regard to the transfer of software from other manufacturers, the respective license provisions of these manufacturers must be observed.

15.4 When transferring the software, the customer is always obliged to comply with the applicable export and import regulations at the headquarters of the customer and the third party transferee.

C. Special Conditions For The Temporary Transfer Of Software

16. Temporary Transfer By Means Of Software Subscription

16.1 If the parties have agreed to the use of the software by way of subscription, INOSIM shall provide the customer with the software specified in the offer for the intended installation and use **for the agreed fixed term on the customer's own systems (so**-called subscription). Subscription begins at the time agreed by the parties.

16.2 A transfer or sublicensing of the software provided by way of subscription to a third party is not permitted.

16.3 INOSIM is entitled to adjust the agreed royalty for the software subscription to the index development for information technology as determined by the Federal Statistical Office for each new subscription year. This is based on the index published by the Federal Statistical Office of the average gross monthly earnings of full-time employees in Germany for the sector `provision of **information technology services'. The Federal Statistical Office currently publishes this index as** quarterly figures in Subject Series 16, Series 2. 4, Group J 62. If this index rises or falls compared to the level at the beginning of the software subscription, the license fee for the software subscription changes in the same percentage ratio starting with the following subscription year.

16.4 Should the publication of the index in accordance with paragraph 15. 3 of these TCSS be discontinued, the parties will enter into a new agreement to the effect that the index published by the Federal Statistical Office will be used to determine the adjustment of the annual subscription royalty which best reflects the development of average gross national earnings in the above-mentioned economic sector.

16.5 INOSIM shall inform the customer in writing of any adjustment of the license fee pursuant to Clause 15. 3 of these TCSS at least three months before the end of the current Subscription Year. In the event of an increase in the license fee, the customer has a special right of termination with a period of two weeks from receipt of the notification of the increase at the end of the current subscription year.

17. Duration And Termination Of The Software Subscription

17.1 The software subscription is always concluded for a fixed term. In principle, it ends with the expiry of the agreed fixed term, without the need for termination. The right to extraordinary termination remains unaffected at all times

17.2 An important reason justifying extraordinary termination is particularly present if:

– There is an arrears in payment of a license fee which, despite a prior request, is not paid within four weeks.

– The customer uses the Software contrary to the contract, illegally, or unlawfully in spite of a

previous warning.

– Insolvency proceedings or similar legal proceedings have been filed against the customer, such proceedings are opened, or the opening of which is refused due to lack of assets.

– If the company-law participation in the customer changes in the sense of a change of control in such a way that a competitor of INOSIM participates in the customer's company.

17.3 In the event of termination of the Software Subscription by INOSIM without notice, the customer shall reimburse INOSIM for the outstanding license and maintenance fees originally agreed by the parties for the remaining term. Any saved expenses are to be deducted from this.

17.4 Any termination must be in writing in order to be effective.

17.5 Upon termination of the Software Subscription, the customer is prohibited from continuing to use the Software. The customer is obliged to make the copy of the software unusable at the latest at the end of the agreed subscription period and to release it and the license containers to INOSIM. In agreement with INOSIM, permanent deletion and/or destruction may also take place.

17.6 If the user continues to use the software, the software subscription will not be deemed to have been renewed. § 545 BGB (Germany) does not apply. Any continuation or renewal of the Software Subscription is subject to the agreement of the parties in writing.

17.7 If, after termination of the Software Subscription, the customer does not release the copy of the Software and the licensed containers to INOSIM, or does not delete or destroy them as required by INOSIM, the customer is obliged to pay INOSIM a usage compensation equal to the previous license fee. In addition, the customer shall compensate for any damage incurred by INOSIM as a result of the late return, or deletion, or destruction.