1. Scope

1.1. The following terms and conditions of use ("Terms and Conditions") apply to the use of the TROVIS CONNECT and TROVIS SOLUTION internet applications ("Web Services") and all other related services offered and rendered to the customer by SAMSON AKTIENGESELLSCHAFT ("SAMSON").

1.2. These Terms and Conditions shall apply exclusively. Deviating, conflicting or additional general terms and conditions proposed by the customer will not apply unless accepted in writing by SAMSON. This shall apply in any case, e.g. when SAMSON accepts services from the customer with knowledge of the customer's general terms and conditions.

1.3. Use of the Web Services is based on an agreement concluded in an individual case between SAMSON and the customer ("Individual Agreement").

1.4. Covenants agreed with the customer under the Individual Agreement or other individual covenants concluded from time to time (including supplementary agreements, additions and modifications) shall take precedence over these Terms and Conditions in any case. For such covenants to become effective they must be stipulated in a written contract or accepted in writing by SAMSON.

2. Accessibility of Contents by the Customer and Users

The Web Services are contents that can be retrieved over the Internet. The contents can be retrieved by the customer as well as selected members of the customer's staff, who the customer will indicate to SAMSON by name ("Users") and thus authorize for use of the contents. For the purposes of liability, Users are deemed to act as vicarious agents of the customer.

3. Technical Requirements of Use

3.1. The Web Services are provided by SAMSON on web pages.

3.2. To use the services, certain minimum technical requirements must be complied with at the customer's or user's. These minimum requirements can be viewed on the web pages for the different Web Services. SAMSON reserves the right to modify the minimum technical requirements.

4. Registration, Usage Agreement

4.1. The customer and Users will be registered by SAMSON before using the Web Services for the first time.

4.2. Users must be of legal age and have full legal capacity.

4.3. All data entered while registering for the SAMSON Web Services must be accurate. SAMSON must be notified of any changes of these data immediately.

4.4. By transferring data to SAMSON for registration, the customer offers to enter into the agreement concerning access to and use of the Web Services. After successful registration, the customer and each User will receive a confirmation e-mail with their personal login data. This confirmation e-mail constitutes the acceptance of the offer by SAMSON. The Usage Agreement has thus been concluded.

5. Login Data

5.1. The login data for the web pages (e-mail address and password) are intended solely for personal use by the customer and the User respectively. The customers or Users must not disclose the login data to third parties or otherwise. SAMSON must be informed immediately when the customer suspects or becomes aware of the misuse of login data. The customer is liable for all consequences produced by the Users and third parties using the Web Services if the customer or a User is responsible for the misuse of login data. This liability of the customer does not cease to be effective until the customer has informed SAMSON of an unauthorized use or loss of the login data and the customer has changed the password, if necessary.

5.2. When these Terms and Conditions are violated, particularly by registering with inaccurate data or by passing on login data without authorization (particularly the password), SAMSON reserves the right to temporarily or permanently block access by the customer and User to the Web Services, to definitively block customer and User access without notice or with a notice period deemed suitable by SAMSON, or to extraordinarily terminate the Usage Agreement without notice.

6. Prices and Payment Terms

6.1. The prices for the services offered are stipulated in the applicable Individual Agreement.

6.2. All prices specified in the Individual Agreement are subject to the applicable VAT.

6.3. Payments must be made in advance.

6.4. When the customer does not meet the payment obligations stipulated in the Individual Agreement or paid amounts are charged back, SAMSON, subject to further claims, is entitled to block access of the customer and User to all Web Services. If access is blocked due to outstanding payments and the customer fulfils these payment obligations, access will be unblocked.

7. License and Rights of Use for Contents acquired through the Web Services

7.1. Use of the Web Service contents for the purposes specified in the Individual Agreement is permitted. Moreover, the following applies:

7.2. If the customer or Users download contents, the file may be used and saved multiple times on the device, i.e. copies may be made. Changes of the downloaded contents are subject to the written approval of SAMSON. Any other or further use is prohibited.

7.3. All companies associated with the customer within the meaning of §§ 15 et seq. AktG *(German Stock Corporation Act)*; for example members of the customer's group of companies) are permitted to use the Web Service contents within the same scope as the customer. No further use by these companies is permitted.

7.4. SAMSON reserves the right to block access when the customer or Users have violated the aforementioned obligations or enabled third parties to use contents without authorization.

8. Termination of the Usage Agreement

8.1. The Usage Agreement terminates when the Individual Agreement expires without requiring a termination notice.

8.2. The right of each party to terminate the Usage Agreement for good cause without notice remains unaffected.

8.3. The right to use the Web Services expires with the termination of the Usage Agreement.

9. Warranty for Defects and Liability

9.1. Subject to the below provisions SAMSON's warranty for defects as well as SAMSON's liability is governed by the applicable laws.

9.2. SAMSON does not assume any liability for the proper functioning of the technical equipment of the customer or Users.

9.3. SAMSON does not assume any liability for the uninterrupted availability of the online connection and accessibility of the Web Service contents. SAMSON does not assume any liability for the restricted availability or non-availability due to impairments of Internet performance, force majeure, disturbances due to labor disputes, business interruptions or system failures. Temporary non-availabilities due to the usual periods of maintenance, disturbances in the system at external web or network system providers as well as due to force majeure may occur. SAMSON does not assume any liability for compatibility problems caused by the customers themselves.

9.4. Otherwise SAMSON assumes liability according to the applicable laws for damage caused to the customer intentionally or by gross negligence, by the absence of a guaranteed property of the agreement's subject, by a culpable breach of essential contractual obligations (also referred to as "cardinal obligations"), by culpable damage to health, body or life, or for such damage covered by the product liability legislation.

9.5. Cardinal obligations are contractual obligations essential to the due performance of the agreement; the contract party can trust that these obligations are complied with; breaching such obligations can frustrate the purpose of the agreement. When a cardinal obligation is breached, the liability is limited to the damage that must typically and foreseeably be expected when performing the subject of this agreement, provided the damage is caused only by slight negligence and does not result in death, personal injury or damaged health.

9.6. Otherwise any liability, regardless for which legal reason, of SAMSON as well as of SAMSON's vicarious agents is excluded.

9.7. If the customer suffers damage caused by the loss of data, SAMSON is not liable in any case as far as such damage would have been prevented by the customer or User backing up all relevant data completely, at regular intervals, and as frequently as deemed appropriate for the value of the data.

10.   Privacy

When collecting, using and processing personal user data, SAMSON observes the applicable laws and regulations concerning privacy.

11.   Changes of the Terms and Conditions

11.1. SAMSON reserves the right to change these Terms and Conditions at any time and without providing reasons. The new Terms and Conditions will be sent to the customer by e-mail. They are considered as accepted if the customer does not object to their validity within fourteen calendar days of receiving the e-mail. Objections must be submitted in writing. In the e-mail, SAMSON will point out the opportunities of objecting to the changed Terms and Conditions, the deadlines to be observed as well as the consequences of not doing anything. If the customer objects, both SAMSON and the customer are entitled to terminate the Usage Agreement with immediate effect.

11.2. Changes of the Terms and Conditions as stipulated under Clause 11.1 must neither restrict the customer's key options for using the Web Services, nor introduce new obligations for the User that had not been contained in the Terms and Conditions previously.

12.   Choice of Law

Any legal relations entered into between the customer and SAMSON on the basis of these Terms and Conditions as well as the Terms and Conditions themselves including their interpretation are exclusively governed by the legislation of the Federal Republic of Germany. Application of the conflicting laws as well as the United Nations Convention on Contracts for the International Sale of Goods *(CISG)* is excluded.

13.   Court of Jurisdiction

Exclusive court of jurisdiction is Frankfurt am Main, Germany.

14.   Severability

If any provision or provisions of these Terms and Conditions – including this one – are held to be partly or fully invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions is not in any way affected or impaired thereby. The applicable legal regulations apply instead of invalid, illegal and unenforceable provisions.