General Terms and Conditions for SaaS Service
(as of May 4, 2020)
Updated May 27th, 2020 to correct section numbering errors

1. Scope

The provisions of these General Terms and Conditions (hereafter referred to as the "GTCs") shall apply to all contracts for software as a service (SaaS), maintenance and other consulting services between the BELLIN company as stated on the signed instrument incorporating these terms by reference (any such signed contract, a "Proposal" and any such BELLIN company being "BELLIN") and the customer specified in a Proposal ("Customer"). Each Proposal is made under and governed by these GTCs. Capitalized terms used in these GTCs have the respective meaning ascribed to them in **Schedule 1**, which is hereby incorporated herein by reference.

2. Contractual Services/Subcontractors

2.1. BELLIN may provide Customer with cloud services via the internet for the use of its treasury management software and consulting services, as the same is specified in the Proposal.

2.2. "Contractual Services" includes any of the following:

a. provision of the "tm5 Treasury Management Software" (hereafter referred to as "Software") by BELLIN for use as a cloud solution via the internet with user documentation that can be accessed and downloaded in the user-restricted area of the BELLIN web portal, in German and English, together with allocation of storage space ("Cloud Solution");

b. provision of maintenance services which are a mandatory part of the provision of the Software under 2.2.a;

(services in 2.2.a and b referred to collectively as "SaaS Service");

c. provision of services including, but not limited to, consulting, training, configuration, implementation of the Customer's business processes, scoping and certification ("Consulting Services").

2.3. BELLIN shall be entitled to involve Subcontractors in the provision of the Contractual Services. The use of Subcontractors shall not relieve BELLIN of its obligation to the Customer to completely fulfill the Proposal, sole responsibility for which shall remain with BELLIN. BELLIN will ensure that its Subcontractors are subject to confidentiality terms at least as protective as those set forth in these GTCs. BELLIN will remain fully responsible for the acts and omissions of its Subcontractors, as if such acts and omissions were those of BELLIN.

3. Performance of services/timing of performance/force majeure

3.1. BELLIN shall make the Software available to the Customer for the duration of the term ("Subscription") specified in the Proposal for use as a cloud solution for the number of authorized users specified in such Proposal. For the purposes of the contractual use of the cloud solution by the Customer, BELLIN shall operate the Software on servers in data centers that are accessible to the Customer via the internet.

3.2. The transfer point for the Contractual Services provided by BELLIN shall be the router output to the internet of the data centers used by BELLIN. BELLIN shall not be responsible for connecting the Customer to the internet, maintaining the network connection or obtaining and installing the hardware and software required by the Customer.

3.3. BELLIN shall make the Software available to the Customer for cloud use in the current program version. The functional scope of the Software at the time of conclusion of the Proposal is specified in the Service Description, included as Schedule 2 to these GTCs and accessible via the BELLIN web portal at https://www.bellin.com/company/tc/tm5/service_description_americas.

3.4. For the Contractual Services to be performed by BELLIN, only the deadlines for the performance of Contractual Services given in the Proposal shall apply. Only the project manager or senior management at BELLIN shall have the authority to agree to service performance deadlines on behalf of BELLIN.

3.5. BELLIN shall provide the Customer with login details consisting of usernames and passwords for the agreed number of authorized users. The Customer shall instruct each user to set up a user profile for access and to immediately choose a password known only to the user. The Customer is responsible for maintaining the confidentiality of its passwords and for notifications regarding misuse in accordance with clause 8.5, below.

3.6. BELLIN shall develop the Software on an ongoing basis and improve it through new program versions ("Updates", "Releases"), which shall be provided to the Customer in accordance with the provisions in clause 7. The Customer acknowledges and agrees that, as part of such updates, features or functionalities of the Software may be materially modified or removed.

3.7. If BELLIN is impeded from performing its services due to an unforeseen event which it cannot reasonably avoid or prevent, including, but not limited to, natural disasters, energy supply or operational disruptions, official intervention, statutory prohibitions, industrial action or other cases of force majeure, the performance deadlines shall be extended by the duration of the impediment plus a reasonable lead time after the end of the impediment ("Service Impediment"). No breach of duty shall be deemed to have occurred for the period of the Service Impediment. BELLIN shall promptly notify the Customer of such Service Impediment and their probable duration. If BELLIN is unable to perform any Contractual Services due to the Service Impediment, the Customer shall also be released from its performance

obligation. If the Service Impediment lasts for an uninterrupted period of more than two months or if it becomes impossible for BELLIN to perform services in the case of the Service Impediment, the Customer and BELLIN shall be released from their respective performance obligations.

4. Copyright protection/granting of rights of use for the Software

4.1. The Software is protected by copyright. The Software may contain open-source software tools. These shall be subject to the relevant product-specific open-source license terms provided in the Software.

4.2. Subject to the terms and conditions of these GTCs, BELLIN hereby grants the Customer a non-exclusive, non-sublicensable and, subject to the provision in the immediately below section 4.3., non-transferable right, limited to the agreed period, to use the Software (as it may be updated from time to time in accordance with these GTCs) with the agreed number of users and within the specified scope of services via the internet as a cloud solution in accordance with the agreed terms.

4.3. The Customer may grant any of its Affiliates rights of use granted to the Customer hereunder for a limited period of time, provided that these GTCs are imposed on and accepted by the Affiliate. The Customer is entitled to operate the Software as long as it does so in line with proper use of the Software as a cloud solution in accordance with the current Service Description (Schedule 2 to these GTCs).

4.4. The Customer may reproduce the Software solely in accordance with the then current Service Description (Schedule 2 to these GTCs). Reproduction shall include loading the Software into the main memory on BELLIN's server, but no permanent or temporary installation or storage of the Software on data storage devices (such as hard drives) of the hardware used by the Customer.

4.5. The rights of use granted to the Customer pursuant to this section 4 shall entitle the Customer and its authorized users to use the Software as intended exclusively for the Customer's business purposes for the duration of the effective contract between the Customer and the employee or service provider. Under no circumstances shall the Customer be entitled to grant its employees or service providers their own rights of use for the Software.

5. Rights of use for Work Product

5.1. A copy of any Work Product created by BELLIN during performance of the Proposal shall be provided to the Customer upon request to use for the Customer's own purposes and in accordance with the Proposal. The Customer must not infringe any Intellectual Property Rights which exist. "Work Product" refers to any written materials provided by BELLIN to Customer.

5.2. BELLIN shall, upon payment of the agreed fee, grant the Customer a non-exclusive, perpetual, non-transferable right to use the Work Product (other than that Work Product that constitutes modified Software or Software Programming, which is subject to the license grant, immediately below) for its own purposes in accordance with the agreed terms.

5.3. BELLIN shall, upon full payment of the agreed fee, grant the Customer a non-exclusive right to use that Work Product that constitutes modified Software or Software programming in the object code in accordance with the agreed terms. BELLIN shall grant the Customer a non-exclusive non-transferable right to use the Software/programming which may be revoked if the fee is not paid in full within 35 calendar days.

6. Provision of storage space/SaaS Service/data storage

6.1. With the provision by BELLIN of the data center service required for the use of the Software as a cloud solution, the Customer shall have the opportunity to store data on the storage space, provided to it by BELLIN, that the Customer can access in connection with the use of the cloud solution.

6.2. The SaaS Service shall have an average annual availability via the internet in accordance with the provisions of the Service Level Agreement (SLA) for SaaS Service (Schedule 3 of the GTCs) available at https://www.bellin.com/company/tc/tm5/sla_americas). Availability shall be understood to mean that the data exchange from the BELLIN data center to the next internet exchange point takes place and user login is possible.

6.3. The Customer shall grant BELLIN the right to store and reproduce the data transmitted by the Customer for the purpose of fulfilling the Proposal (including, but not limited to, data backups) insofar as this is necessary for BELLIN to perform the Contractual Services.

6.4. BELLIN shall maintain a protocol designed to ensure that the Customer's data stored on the storage space provided by BELLIN is adequately protected from loss or damage, in particular through regular backups, virus scanning and the installation of firewalls. BELLIN shall also maintain a protocol designed to ensure that the data is protected against unauthorized access by Third Parties. BELLIN Staff and Subcontractors shall only be granted access to the Customer's stored data if such access is essential for BELLIN to be able to fulfill its contractual obligations.

7. Maintenance services

7.1. The agreement to provide the Software for use as a cloud solution shall, in return for the fee set out in the Proposal, also include the provision of maintenance services by

BELLIN in accordance with the following provisions for the agreed period of use of the Software as a cloud solution.

7.2. Maintenance services shall include:

    a. the remedy of material defects;

    b. the provision of new program versions (7.2.a and b referred to collectively as "Software maintenance"); and

    c. the Support Helpdesk.

In addition, Consulting Services may be available at a separate charge.

7.3. The remedy of any applicable defects shall be carried out by BELLIN's Support Helpdesk by assigning the defects reported by the Customer to the defect categories listed in Schedule 3 and initiating the measures to remedy the defects within the specified response times. Customer will report defects through BELLIN's hotline in accordance with Section 7.6).

7.4. BELLIN shall choose one of the following measures to remedy defects that are reported or that it identifies itself:

    a. deploying an Update or Release; or

    b. issuing instructions to the Customer on how to circumvent the problem or to remedy the defect ("Workaround"). The Customer shall, as far is reasonably possible, ensure that such instructions are implemented by competent personnel.

7.5. The obligation to provide new program versions shall include the deployment of Updates or Releases.

7.6. In relation to the Support Helpdesk, BELLIN will provide the Customer with a user hotline in accordance with its Proposal, which can be contacted in accordance with the provisions in the SLA (Schedule 3 of the GTCs). The sole purpose of the user hotline shall be to support the Customer in its use of the Contractual Services performed by BELLIN and to facilitate fault reporting by the Customer's authorized users.

8. Cooperation

8.1. The Customer shall, at its own expense, establish the data connection via the internet between the workstations to be used by the Customer and the data transfer point defined by BELLIN. The Customer shall have sole responsibility for the operation and maintenance of this data connection and shall bear all associated costs.

8.2. The Customer shall fulfill the system requirements necessary for the use of the SaaS Service, which are specified in the Service Description pursuant to clause 4.3. BELLIN shall be entitled to modify these system requirements in the course of enhancing the Software. BELLIN will endeavor to notify the Customer of any modifications to the system requirements six (6) weeks before the changes take effect.

8.3. The Customer shall be required to fulfill other obligations to cooperate in relation to the services offered as such requirements are specified in a Proposal or any project plan referenced therein. The proper performance of services by BELLIN requires the Customer to meet its specified obligations to cooperate in a timely and professional manner. Additional expenses which are attributable to the failure of the Customer to fulfill its obligations to cooperate in a timely manner or to accept the service in a timely manner shall be payable by the Customer on production of proof. If the Customer does not meet its obligations to cooperate within an appropriate grace period, BELLIN shall, for the duration of the period in which the Customer fails to fulfill its obligations to cooperate plus a reasonable lead time, be released from its obligation to perform those services for which the relevant obligations to cooperate are a prerequisite.

8.4. Customer is solely responsible for making any backup copies of any data transferred to BELLIN'S storage space on its own data storage devices.

8.5. Customer will not disclose its login details to unauthorized Third Parties and will protect them from access by Third Parties to prevent misuse of the login details by Third Parties. If the Customer becomes aware that login details may have been unlawfully obtained or could be misused by a Third Party, the Customer must inform BELLIN immediately.

8.6. The Customer shall have sole responsibility for protecting and maintaining the confidentiality of login details (e.g. user ID and password) when using the Software as an app for mobile devices (e.g. smartphone, tablet), which is provided by BELLIN for use in accordance with the agreed terms. In particular, the Customer must ensure that if a mobile device and/or login details are lost, the Software is immediately blocked as a cloud solution capable of being used with the app. The Customer must instruct accordingly those individuals who use apps on mobile devices on behalf of the Customer, and shall be responsible for their actions.

8.7. The Customer will promptly notify BELLIN at its address for notifications set forth in the Proposal of any changes to Customer's business address, or contact person or other information required for BELLIN to properly invoice Customer or receive payments.

8.8. With regard to the communication modules for bank communication, responsibility for providing the correct access rights and/or monitoring them shall lie exclusively with the Customer. The Customer must check the execution of all data transfers (including, but not limited to, the execution of a payment transaction and the retrieval of account statement files) within the period expected of it. In the event of complications in this regard, the Customer shall take all reasonable measures to prevent or mitigate any loss or damage. BELLIN shall not be held responsible for incorrect information transmitted by the Customer and/or the bank. BELLIN hereby advises the Customer that it should consider arranging its own insurance to cover such risks.

9. Change requests

If the Customer requires additional services, enhancements or other changes to the services specified in the accepted Proposal ("change request"), these shall be agreed separately in a mutually signed writing or on a document issued by BELLIN through its systems and signed by Customer, and paid for accordingly. Such changes shall be requested via a separate change request process.

10. Fees/terms of payment/default of payment

10.1. The Customer shall pay the fee set out in the Proposal for the Contractual Services.

10.2. The fee agreed for the contractual provision of the SaaS Service shall be invoiced to the Customer in accordance with the provisions set out in the Proposal

10.3. If BELLIN's consulting services are invoiced on a time and materials basis, these services shall be charged in 15-minute increments in accordance with the agreed fee rates, as such fee rates are specified in the Proposal. If no fee rates are specified therein, they will be BELLIN's then current, standard rates.

10.4. BELLIN's invoices are due, and Customer will pay BELLIN, within 30 days after the applicable invoice date.

10.5. BELLIN may, following notice to Customer and Customer's failure to cure any nonpayment within 14 days following receipt of such notice, suspend any services or withhold the delivery of any deliverables if any payment owing is more than 14 days past due, until BELLIN receives the full amount of any such payment(s). The obligation to pay the agreed fee shall remain in effect during the suspension of access to services due to default of payment.

10.6. Any agreement in relation to a discount on the fee shall be subject to termination in the event that the Customer is in default on the fees due. BELLIN may elect not to restore such discount upon the applicable account being made current.

10.7. BELLIN may, at its reasonable discretion, increase the agreed fee once per year by no more than a percentage equal to the corresponding percentage increase in the Consumer Price Index over the preceding 12-month period plus a pass-through amount proportional to any increased charges BELLIN incurs from its third party providers, following the first year of the Proposal. BELLIN shall notify the Customer of the increase in writing (for which email is sufficient) at least 3 months before the date on which the increase takes effect. If the Customer does not consent to the fee increase, it may, in writing within a period of two weeks from receipt of the notification, terminate the Proposal with cause at the point in time at which the fee increase planned by BELLIN comes into effect. If the Customer does not terminate the contract by notice within this time period, the Customer shall be deemed to have accepted the fee increase.

11. Contract period/termination

11.1. These GTCs are effective as of the date stated above. The right to use the Software as a cloud solution and the obligation to pay the agreed fee begin with the month in which access to the use of the Software is granted and end at the end of the contract period as specified in the Proposal. At the end of the initial contract period, the contract period will automatically renew for successive subsequent terms of the same period (each, an extension period) unless or until one of the Parties terminates the contract period by providing notice of termination in writing (for which email is sufficient) at least three months before the end of the initial contract period or relevant extension period.

11.2. Either party may terminate any Proposal upon the other party's material breach of these GTCs or the applicable Proposal, and where the non-breaching party provides notice to the breaching party in a writing describing such breach, and the breaching party fails to cure the breach within 30 days of the date of such notice. The foregoing does not limit BELLIN's right to suspend the service for non-payment in accordance with these GTCs.

12. Return of data

12.1. The Customer shall retain ownership of or exclusive rights over the user data that it stores on the storage space provided by BELLIN (hereafter referred to as "Customer Data") and can demand that BELLIN return the Customer Data at any time, including, but not limited to, after the end of the contract. The return of Customer Data shall take place at the Customer's discretion either by the handover of data storage devices or by the provision of an internet download option. The Customer shall have no entitlement to receive software suitable for the use of the Customer Data. The Customer must inform BELLIN at least 14 calendar days before the end of the contract in writing if it wants to receive the Customer Data from BELLIN after the end of the

contract. If the Customer fails to notify BELLIN, BELLIN shall delete the Customer Data in a timely manner after the contract ends.

12.2.   BELLIN shall delete the Customer Data still available to it 90 calendar days after the data is returned to the Customer following the end of a contract, unless the Customer notifies BELLIN within this period that the data provided to the Customer is not readable or is incomplete.

13.   WARRANTY DISCLAIMER

BELLIN DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SOFTWARE, WORK PRODUCT, SERVICES OR OTHER DELIVERABLES AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, USAGE OR TRADE PRACTICE OR ANY REPRESENTATION REGARDING THE RESULTS TO BE ACHIEVED FROM USE. BELLIN DOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED PERFORMANCE. CUSTOMER IS SOLELY RESPONSIBLE FOR INFORMATION TRANSMITTED VIA THE SOFTWARE. CUSTOMER ACKNOWLEDGES THAT BELLIN DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. BELLIN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

14.   Limitation of Liability

TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAWS, IN NO EVENT WILL BELLIN BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOSS OF ANTICIPATORY PROFITS) ALLEGED TO BE ARISING OUT OF ANY CLAIM ASSOCIATED WITH THESE GTCS (WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY DUTY, FAILURE OF LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE). EXCEPT FOR BELLIN'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, BELLIN'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED TO ITS CONTRACTUAL RELATIONSHIP WITH CUSTOMER, UNDER ANY AND ALL THEORIES OF LIABILITY (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, AND STRICT LIABILITY), WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

15.   Indemnification.

15.1.   BELLIN shall defend, indemnify and hold harmless any action against Customer and its affiliates and their respective directors, officers, employees, affiliates, and agents ("Customer Indemnitees") brought by a third party to the extent the action is based upon a claim that the Software infringes any U.S. registered patent or copyright, or misappropriates any trade secret recognized as such under the Uniform Trade Secrets Act or any other proprietary right of any Third Party.

15.2.   To be entitled to indemnification under these GTCs, Customer must: (a) notify BELLIN promptly in writing of the action; (b) give BELLIN sole control of the defense of the action and any related settlement negotiations; and (c) cooperate, as BELLIN may reasonably request, in defense or settlement negotiations at BELLIN'S sole cost.

15.3.   If the Software becomes, or in BELLIN'S opinion is likely to become, the subject of a claim subject to indemnification under these GTCs, BELLIN may, at its option and expense, either: (a) procure for Customer the right to continue to exercise the Software license; (b) replace or modify the Software so that it becomes non-infringing; or (c) if neither option (a) or (b) is reasonably available, terminate Customer's license. BELLIN has no obligation with respect to any claim based upon: (a) any violation of the terms of Customer's license; (b) any combination or use of any Software with other products, equipment, software, or data not supplied or approved in writing by BELLIN; (c) any modification of Software made pursuant to Customer's specifications or any other modification made by any entity other than BELLIN and its affiliates where such claim would not have arisen but for such modification; or (d) any claim that would have been avoided had Customer upgraded to a new version or release of the Software made available to Customer.

15.4.   THIS CLAUSE 15 STATES BELLIN'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS.

16.   Particular obligations and responsibility for data and content

16.1.   Customer represents, warrants and covenants that is has all rights necessary to in relation to the data it uploads and stores. BELLIN shall accept no responsibility for the content and legality of the data stored by the Customer on the storage space provided by BELLIN. BELLIN shall have no obligation to check the legality of the data stored by the Customer. The Customer shall not place on the storage space provided any content that violates laws, official requirements or rights of Third Parties.

16.2.   If a Third Party asserts that the data stored by the Customer infringes its rights, BELLIN is entitled to block the data completely or temporarily.

In this case, BELLIN shall ask the Customer to immediately cease the infringement or to demonstrate the legality of the data. If the Customer does not comply with this request, BELLIN may, without prejudice to further rights and claims, terminate these GTCs for good cause without notice.

16.3.   Customer will defend indemnify, and hold harmless BELLIN and its affiliates and their respective directors, officers, employees, affiliates, and agents ("BELLIN Indemnitees") in connection with any action brought by a third party in connection with any Customer Data. This shall include all reasonable costs for BELLIN's legal defense. BELLIN will: (a) notify Customer promptly in writing of the action; (b) give Customer sole control of the defense of the action and any related settlement negotiations (but BELLIN may participate in the defense of any claim at its own expense and with counsel of its choosing); and (c) cooperate, as Customer may reasonably request, in defense or settlement negotiations at Customer's sole cost. Customer will not agree to any settlement or final judgment without BELLIN's consent, which will not be unreasonably withheld.

17.   Confidentiality/data protection/data security/analysis of data

17.1.   The Parties hereby agree not to disclose any trade or industrial secrets or other confidential information which they have become aware of or received from the other Party during the performance of the contract. Confidential information, and documents incorporating such information, shall not be made available to Third Parties not involved in the performance of the contract. The Parties will store and secure the information and documents using reasonable technical and organizational measures designed to mitigate the risk of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

17.2.   The obligation to maintain confidentiality shall not apply to information and documents which were in the public domain and generally available at the time of disclosure or which were already known to the receiving Parties at the time of disclosure or which were later legitimately made available to the receiving Party by Third Parties.

17.3.   BELLIN shall comply with all applicable data protection regulations in relation to performance of the contract. Details of data processing and the rights of data subjects can be found in the data protection information and privacy policy available at https://www.bellin.com/privacy-policy/.

17.4.   The Parties shall also impose the data protection obligations on their staff and any subcontractors used.

17.5.   BELLIN acknowledges and certifies that it is prohibited from: (i) Selling Personal Data; (ii) disclosing Personal Data to a Third Party; (iii) retaining, using, or disclosing Personal Data for any purpose other than for the specific purpose of performing Customer's instructions, including retaining, using, or disclosing Personal Data for a commercial purpose other than performing the services specified in the GTCs; or (iv) retaining, using, or disclosing Personal Data outside of the direct business relationship between the parties. Notwithstanding anything to the contrary in this Section 17.5, BELLIN may collect usage data that includes Personal Data consistent with Section 17.7. If BELLIN discloses Personal Data to a Subcontractor, BELLIN will require the Subcontractor to abide by the data protection terms of this Section 17.5 and 17.6.

17.6.   If BELLIN receives a request from Customer to delete Personal Data, it will comply with that request within 15 days unless applicable law would prevent such deletion.

17.7.   The Customer permits BELLIN to analyze the Customer's billing data to enable BELLIN to invoice for variable costs according to the Proposal and permits BELLIN to analyze the usage data in anonymous form to enable BELLIN to improve the Software.

17.8.   With regard to the processing of Personal Data by BELLIN on behalf of the Customer within the scope of application of the GDPR, the Parties shall conclude the Data Processing Agreement accessible at https://www.bellin.com/company/tc/tm5/dpa_us pursuant to Art. 28 of the GDPR. The Customer must inform BELLIN directly of the persons authorized to issue instructions. The Data Processing Agreement is included as part of the GTCs as Schedule 4, but with regard to the processing of Personal Data it shall take precedence over the provisions of the GTCs.

18.   Miscellaneous provisions

18.1.   *Governing Law*; *Venue*. These GTCs, including all schedules and related Proposals and all matters arising out of or relating to these GTC, are governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without regard to the conflict of laws provisions thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts located in the Commonwealth of Massachusetts and waives all defenses of lack of personal jurisdiction and forum nonconveniens. A final judgment in any such suit or action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Notwithstanding anything to the contrary in the foregoing, BELLIN may seek injunctive relief in any court of competent jurisdiction.

18.2.   *Assignment*. Neither party may assign these GTCs in whole or in part to any party

without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Any attempt to assign in violation of this clause is void in each instance. Notwithstanding the foregoing, BELLIN may assign these GTCs or any of its rights or obligations hereunder: a) to any of its Affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. All the terms and conditions of these GTCs will be binding upon, will inure to the benefit of, and will be enforceable by the parties and their respective successors and permitted assigns.

18.3. *Electronic Signature*; Counterparts. These GTCs, as well as any Proposal, may be executed by electronic transmission (including in portable document format or by electronic signature) and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instruments.

18.4. *Amendment.* BELLIN may amend these GTCs at any time upon no less than 30 days' prior written notice (which will include the content of the amendment). If Customer does not agree with any amendment, it may, within 30 days following receipt of BELLIN's notice of amendment, deliver written notice to BELLIN of its objection to the amendment. If the parties are not able to agree on a resolution through written amendment within 30 days following BELLIN's receipt of Customer's notice, Customer may, at any time within 10 days, terminate these GTCs and any Proposal(s) then in effect upon written notice to BELLIN.

18.5. *Severability*. Should any individual provisions or any part of any provisions of these contractual terms and conditions be or become invalid or should there be an omission in these contractual terms and conditions, the validity of the remaining provisions will in no way be affected.

18.6. *Entire Agreement*. These GTCs, including and together with any related exhibits, schedules, and the applicable terms of any Proposals to which these are GTCs are attached, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The terms of these GTCs shall supersede and control over any conflicting or additional terms and conditions of any Proposal, unless such Proposal expressly sets forth that it is intending to modify the terms of these GTCs.

18.7. The following schedules, to which reference is made in these GTCs, shall form an integral part of the contract:
   – Schedule 1: Definitions;
   – Schedule 2: Service Description;
   – Schedule 3: Service Level Agreement (SLA) for SaaS Service;
   – Schedule 4: Data Processing Agreement in accordance with
          https://www.bellin.com/company/tc/tm5/dpa_us.