

The following terms shall apply in addition to or alternatively, as applicable, to the terms foreseen in the Agreement to Customers subject to German law, following section 15. a) of the Agreement.

I. Limited Warranties; Exclusion of Implied Warranties

Section 17 of the agreement shall apply while for the avoidance of doubt it is clarified that the warranties set forth in section 17. are no guarantees (*Garantien*), in particular no independent promise of guarantee (*selbständiges Garantieverprechen*) pursuant to section 311 (1) BGB or guarantee of condition within the meaning of sections 443, 444 BGB (*Garantie für die Beschaffenheit der Sache*).

II. Limitation of Liability

Instead of section 12 of the Agreement the following shall apply:

“12. LIMITATION OF LIABILITY

12.1 Ontinue shall not be liable for any action taken or omitted by it under or in connection with this Agreement, except as explicitly provided for in this Agreement; any other or further rights and claims of the Customer against Ontinue, irrespective of their legal base and nature, with respect to this Agreement, are hereby excluded.

12.2 Notwithstanding Section 12.3, Ontinue shall be liable for losses incurred by the Customer arising out of willful misconduct (*Vorsatz*) of Ontinue in performing or non-performing the Services and in cases of mandatory statutory liability. In case of losses arising out of negligence (*Fahrlässigkeit*), the maximum liability of Ontinue arising out of or in connection with this Agreement per calendar year shall not exceed [the total aggregate amount of] the Fees (excluding any disbursements and taxes) paid by the Customer to Ontinue in such calendar year.

12.3 Except for cases of willful misconduct and in cases of mandatory statutory liability, Ontinue shall not be liable for any damages other than direct damages, i.e. shall not be liable for any indirect damages, including consequential damages (*Folgeschäden*), losses caused by business interruptions, lost revenues (*entgangene Einnahmen*), lost profit (*entgangener Gewinn*), damages and losses to good-will, production losses, loss of use and reputational damages.

12.4 All claims of the Customer against Ontinue under or in connection with this Agreement shall be time-barred (*Ausschlussfrist*) twelve (12) months from the delivery or in case of non-performance from the due date of the relevant Services to the extent legally permissible, otherwise after the minimum time period being legally permissible under the relevant mandatory applicable law. This Section 12.4 shall not apply in case of willful misconduct of Ontinue.”

III. Miscellaneous

Instead of section 17 i) of the Agreement the following shall apply:

“i) The Customer shall not, during and within a period of one (1) year from the end of this Agreement, engage in discussions on a potential employment with any statutory representative, member of corporate bodies, director, officer or employee of Ontinue or its Affiliates. The foregoing shall not prohibit any general solicitations not directed specifically to personnel of Ontinue or its Affiliates or prevent the Customer from hiring any such person that contacts Ontinue or its Affiliates on his or her own initiative without any solicitation by or encouragement from the Customer. For each case of culpable infringement of the provision in sentence 1, the Customer shall pay to Ontinue an appropriate contractual penalty, which shall be determined by Ontinue at its reasonable discretion and the amount of which may be reviewed by the competent court in the event of a dispute.