

Appendix 1) General Terms and Conditions of nuwacom GmbH

A. General Provisions

I. Contractual Partner and Subject Matter of the Contract

1. nuwacom GmbH, Im Metternicher Feld 30c 56072 Koblenz Germany ("**nuwacom**") is a provider of nuwacom.ai, a SaaS solution focusing on the AI-assisted development and provision of briefings, language rules, event-related communication and a virtual assistant function ("the **Platform**").
2. All services offered and provided by nuwacom in connection with the Platform are subject to these General Terms and Conditions ("**GTC**").
3. The following shall take precedence over the General Terms and Conditions in descending order: the "**Order Form**", the Data Processing Agreement ("**DPA**"), the service description and the price list.
4. Deviating General Terms and Conditions of the Customer or individual agreements shall only apply if and insofar as this has been expressly agreed in "*Textform*" (a legal term specifically defined in § 126b of the BGB [German Civil Code], meaning a readable declaration on a durable medium, for example via email).
5. nuwacom's offer is directed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. It is not aimed at consumers.
6. nuwacom offers the customer the use of the platform both in a hosted version on nuwacom's systems and optionally within the framework of self-managed hosting on the customer's own systems. In the case of self-managed hosting, the Special Terms for Self-Managed Hosting (Section E) shall apply in addition, and shall take precedence over the general terms to the extent that they contain deviating provisions for self-managed hosting.

II. Conclusion of Contract

1. The contract shall be concluded by the signing of the Order Form in writing, by means of an electronic signature or via an electronically transmitted scan ("*Textform*" - a legal term specifically defined in § 126b of the BGB [German Civil Code], meaning a readable declaration on a durable medium, for example via email) by the Contractual Partner of nuwacom ("the **Customer**") (offer) and the confirmation of the contract in "*Textform*" by nuwacom (acceptance). The Customer shall be bound to the offer for a period of two weeks. Acceptance by nuwacom may also be effected by commencement of the relevant services.
2. By way of derogation from Section II.1, a contract for a free trial period shall be concluded when the Customer requests the provision of the Platform for such a trial period via nuwacom's

website (offer) and nuwacom subsequently provides the Platform to the Customer (acceptance).

III. Provision and Use of the Platform

1. The Platform is provided and used via the Internet. The provision of the Platform by nuwacom to the Customer is signalled by an e-mail notification to set up the Customer Account.
2. In order to use the Platform, a Customer Account must be set up.
3. When setting up the Customer Account and for the duration of the use of the Platform, the Customer is obliged to provide all information required for the provision of services by nuwacom in an up-to-date and complete form.
4. The Customer shall maintain the information stored in the Customer Account and regularly check it for accuracy. If the Customer is unable to make a change themselves, in particular but not exclusively in the case of a change of administrator access, the Customer shall inform nuwacom of this change without undue delay.
5. At the beginning of the contract, nuwacom and the Customer shall jointly determine the number of Platform Users at the Customer's premises. "**User**" is any natural person who is granted access to the Platform by the Customer using their own access data. Sharing access or access data between several persons is not permitted. The number of users can be increased by ordering additional user licences from nuwacom.
6. The Customer is obliged to keep access data for the Platform secret and not to pass it on to third parties.
7. The Customer shall support nuwacom in the fulfilment of its contractual obligations and shall provide all cooperation required for the performance of the contract in full, unsolicited, on time and at the Customer's own expense.

IV. Security and Availability of the Platform

1. nuwacom shall implement appropriate technical and organisational measures to ensure the security of the Platform and to maintain the integrity and confidentiality of the data and information provided or entered by the Customer ("**Customer Data**").
2. The Customer shall not upload or otherwise transmit to the Platform any documents or other files that contain harmful components, e.g. viruses, Trojans, worms or other malware, or that could compromise the security or integrity of the Platform or nuwacom's systems. The Customer is obliged to take reasonable precautions to ensure that documents and other files transmitted to the Platform are free of such harmful components.
3. Details on the availability of the Platform and any Service Level Agreements ("SLA") can be found in Section B of these GTC.

V. Rights of Use

1. For the duration of the joint contract and limited to the specifically agreed scope of the provision of the Platform (e.g. number and type of users, type of functions booked), nuwacom grants the Customer a non-exclusive, non-sublicensable, non-transferable right to use the Platform worldwide in accordance with the contract.

2. The Customer may only use the Platform for the Customer's own business purposes. Passing on access data and any other granting of access to the Platform to third parties as well as using it for third-party business purposes, whether for payment or free of charge, is not permitted.
3. The Customer is not permitted to use the Platform to develop the Customer's own services that have the same or essentially the same functions as the platforms.
4. The Customer is not authorised to modify, translate, reverse engineer, further develop, reproduce, decompile or disassemble the source code of the Platform, algorithms or other program components, or to examine their functions, unless this is expressly permitted or is permitted by law.
5. nuwacom shall have no obligation to deliver or make available any source code.
6. The digital rights management or copy protection features associated with the Platform or other technologies used to control access to the Platform must not be removed, circumvented, decrypted or otherwise altered.
7. Legal references, in particular references to industrial property rights of nuwacom, as well as brand and product names may not be removed, concealed or changed by the Customer.

VI. Use of Large Language Models

1. nuwacom uses various Large Language Models ("**LLMs**") to provide its services on the Platform. These models are used to process and analyse data in order to optimise the functions offered on the Platform.
2. LLMs are operated by third-party providers ("**LLM Providers**"). LLMs can be used via the Platform to the extent that the respective LLM Provider makes the services available. nuwacom has no influence on the technical design or the scope of the LLMs provided by the LLM Providers.
3. The Customer recognises that the results obtained through the use of LLMs are dependent on various factors, including the quality and specificity of the input provided by the Customer.
4. nuwacom makes no warranty or representation regarding the scope, availability, accuracy, completeness, reliability or adequacy of the LLMs or the content generated by the LLMs.
5. The use of LLMs and the use of the content generated by LLMs shall be at the Customer's own risk with regard to the features listed in Section VI.4.
6. nuwacom is not responsible for the verification or validation of the results generated by the LLMs. It is the Customer's responsibility to carry out a careful check before going on to use the results.
7. The Platform processes Customer Data strictly separately from third-party data and information at all times.
8. nuwacom will not use Customer Data for training or other optimisation of third-party LLMs. Customer Data will not be passed on - directly or indirectly - to such third parties.

9. Upon request, nuwacom will provide the Customer with further information on the processing procedures and security measures in connection with the use of LLMs.

VII. Confidentiality and Privacy

1. “**Confidential Information**” within the meaning of this Agreement shall mean all non-public information, whether written, electronic, oral, digitally embodied or in any other form, disclosed to one Party by the other Party or an Affiliate. This includes in particular, but is not limited to, trade secrets within the meaning of the German Trade Secrets Protection Act (“**GeschGehG**”), commercial information and other sensitive information.
2. nuwacom and the Customer (collectively “the **Parties**”) mutually agree to maintain the confidentiality of Confidential Information. Both Parties shall use Confidential Information exclusively for the purpose of executing the contract and shall not use it for other purposes of their own or of third parties.
3. Both Parties are obliged to make Confidential Information available only to employees whose access is absolutely necessary for the execution of this contract or the fulfilment of related purposes. Confidential Information may only be made accessible to third parties if and insofar as they are subject to professional confidentiality requirements or are obliged to maintain confidentiality on the basis of statutory provisions. In addition, the disclosure of Confidential Information to third parties, including Affiliates and service providers, is only permitted with the express authorisation of the other Party.
4. The Parties shall ensure that all employees and persons belonging to Affiliates, service providers or other third parties who receive access to Confidential Information pursuant to this Agreement are themselves also obliged to maintain confidentiality in accordance with this Confidentiality Agreement.
5. The above confidentiality obligation shall continue to apply after termination of this contractual relationship for a period of five years from the end of the year in which the contractual relationship ended.
6. With regard to any processing of personal data by nuwacom on behalf of the Customer, the Agreement on the Processing of Personal Data on Behalf of the Customer, attached hereto as **Annex 1**, shall apply.

VIII. Warranty for Defects

1. In the event of services not being provided in accordance with the contract, nuwacom shall be entitled and obligated to remedy the situation within a reasonable period of time. If the remedy is not provided within a reasonable period of time, an appropriate additional deadline may be set with a threat of refusal. If this period expires without success, the statutory legal remedies are available, with the option to terminate the contract (in the form of withdrawal or compensation in lieu of performance) only being available if there is a significant deviation from the performance as agreed in the contract.
2. The limitation period for rights in the event of defects shall be one year.

IX. Liability

1. nuwacom's liability for intent and gross negligence is unlimited.
2. In the event of a breach of essential contractual obligations due to simple negligence, nuwacom's liability shall be limited in amount to foreseeable and contract-typical damages. Essential contractual obligations are those obligations whose fulfilment makes the proper execution of the contract possible in the first place, the breach of which jeopardises the achievement of the purpose of the contract and on whose observance the injured Party may generally rely.
3. The limitation period for claims under Section IX.2 is one year.
4. nuwacom's liability pursuant to Section IX.2 shall be limited per contract year to the remuneration that the Customer is required to pay to nuwacom within the last contract year prior to the occurrence of the damaging event, within the scope of the specific contractual relationship. In the first contract year, the remuneration contractually agreed upon for the first twelve months of the contract term shall apply instead.
5. The limitation of liability specified in this Section IX shall not apply to claims
 - a. resulting from injury to life, body or health,
 - b. based on fraudulent behaviour,
 - c. arising from the assumption of a guarantee,
 - d. for liability due to initial inability to perform or attributable impossibility of performance, and
 - e. to claims under the Product Liability Act.
6. Any further liability of nuwacom - irrespective of the legal basis - is excluded.

X. Exemption from Liability

1. If third parties assert claims against nuwacom, one of nuwacom's bodies or a nuwacom employee due to (a) an act or omission of the Customer in breach of contract or (b) content created by the Customer using the Platform, the Customer undertakes to indemnify nuwacom, nuwacom's bodies and nuwacom employees against such claims and any resulting damages and costs. This right of indemnity shall also include reasonable costs for the legal review and defence against the alleged claims.
2. nuwacom shall inform the Customer immediately if a third party asserts such claims. nuwacom shall give the Customer the opportunity to support and participate in the defence against such claims.
3. Any further claims for damages shall remain unaffected by this provision.

XI. Remuneration, Terms of Payment and Default

1. The Customer shall be obliged to pay nuwacom the contractually agreed remuneration plus the legally applicable VAT.
2. If the Customer is charged VAT according to the reverse charge procedure, the Customer shall notify nuwacom of this immediately upon conclusion of the contract, stating the Customer's VAT identification number.
3. The fee for the licence to use the Platform is calculated per User.
4. Term-based prices shall be payable in advance, from the start of the term. Other fees shall be payable after the service has been provided and invoiced.
5. nuwacom shall invoice the Customer for the agreed remuneration for its services. Invoices shall be sent electronically to the e-mail address provided by the Customer for this purpose. Invoices are payable immediately and are due for payment 14 days after the date of the invoice, unless the invoice itself specifies a different payment term.
6. The Customer shall notify nuwacom of any invoicing errors within 14 days of invoicing. The reason for the complaint must be conclusively stated. If the Customer fails to lodge a complaint within this period, the invoice shall be deemed to have been accepted.
7. Payments made by the Customer to nuwacom shall first be credited against older debts, even if the Customer determines otherwise at the time of payment. Insofar as nuwacom is entitled to claim interest or reimbursement of costs at the time of payment, nuwacom shall be entitled to offset the payment first against the costs, then against the interest and finally against the outstanding remuneration.
8. The Customer may only offset or assert a right of retention against claims from nuwacom if the Customer's counterclaims are undisputed or have been legally established.
9. If the Customer is in default of payment, nuwacom shall be entitled to charge interest on arrears at the statutory rate. We reserve the right to assert further claims for damages caused by delay.
10. If the Customer is in default of payment, nuwacom shall be entitled to temporarily block the Customer's access to the Platform until all due usage and licence fees as well as any other remuneration to nuwacom have been paid in full. nuwacom will announce the blocking with reference to the Customer's default of payment. Any statutory rights of retention shall remain unaffected by this provision.
11. nuwacom is entitled to adjust the fees once per calendar year after expiry of the initial minimum contract term with a reasonable notice period of at least six weeks, provided that the change is not unreasonable for the Customer after a comprehensive weighing of interests, taking into account the interests of nuwacom. In the event of a price change, the Customer shall have the right to cancel the contract in *"Textform"* (a legal term specifically defined in § 126b of the BGB [German Civil Code], meaning a readable declaration on a durable medium, for example via email) without observing a notice period as of the date on which the change comes into effect. This shall not apply if the change is based exclusively on a change in taxes, fees, levies and contributions imposed by the state or has an effect in favour of the Customer. The Customer shall be specifically informed of the Customer's right to cancel in the notification of change.

XII. Contract Term and Cancellation

1. A free trial period shall end automatically at the end of the agreed trial period without the need for cancellation by the Customer. A trial period can be converted into an (agreed) contractual term by concluding a contract for a fee (using an Order Form).
2. A contract for nuwacom's services for a fee shall be concluded for the duration of the term agreed upon at the time the contract was entered into.
3. Unless expressly agreed otherwise, the contract shall be automatically renewed for the agreed term at the end of the initial term and each subsequent term, if it has not been cancelled in a timely manner at the end of a term, respecting the notice period, or for a significant reason.
4. If the Customer increases the number of Users of the Platform or if the Parties agree to any other change to the scope of services with effect from a point in time during the term, this contract adjustment shall result in an early extension of the entire contract by an additional term, which will commence immediately following the term in force at the time the adjustment takes effect.
5. If the contract is automatically renewed, it can be cancelled with a notice period of three months before the end of the respective term.
6. The contract can be cancelled at any time for a significant reason without notice.
7. A significant reason shall be deemed to exist for the other Party in particular if
 - a. one Party breaches essential contractual obligations and does not cease the breach, despite the other Party having issued a reminder and set a reasonable deadline for rectification with reference to the right of cancellation. Reminders and deadline setting may be waived if they are unreasonable for the other Party.
 - b. the initiation of insolvency proceedings over the assets of a Party is rejected due to insufficient assets.
 - c. the liquidation of a Party is initiated.
8. For nuwacom, a significant reason shall be deemed to exist in particular if the Customer is in default on at least two successive due claims or on a substantial portion of such claims.
9. If the contract is terminated, nuwacom shall delete the Customer Data from the Platform within a reasonable period of time. The Customer has the option of exporting its Customer Data before the end of the contract using an export function provided via the Platform. The Customer is responsible for ensuring that this option is utilised before the end of the contract if required. After termination of the contract, nuwacom can no longer guarantee the release and export of Customer Data.

XIII. Adaptation of these General Terms and Conditions

1. nuwacom may amend these GTC with reasonable notice, taking into account the legitimate interests of the Customer. If the Customer does not object to the change within a period of time set by nuwacom, the change shall be deemed approved.

2. nuwacom shall notify the Customer in *“Textform” (a legal term specifically defined in § 126b of the BGB [German Civil Code], meaning a readable declaration on a durable medium, for example via email)* that the change will become effective if the Customer does not object within the set period. This option to make changes is limited to modifications that do not significantly alter the relationship between performance and consideration. It is not applicable to price increases; in this respect, Section XI.11 shall apply exclusively.

XIV. Other Provisions

1. Verbal collateral agreements and prior arrangements between the Parties regarding the subject matter of the contract shall only apply if they are expressly agreed upon in *“Textform” (a legal term specifically defined in § 126b of the BGB [German Civil Code], meaning a readable declaration on a durable medium, for example via email)* with reference to these agreements.
2. Transfer of the Customer's rights and obligations under this contract is only permitted with nuwacom's prior written consent. nuwacom may only refuse consent for a valid reason.
3. nuwacom is authorised to transfer the rights and obligations under this contract to a third party. The transfer shall not become effective if the Customer objects in writing within 4 weeks of receiving a corresponding notification; nuwacom shall point this out in the notification.
4. Should one or more provisions of this contract be invalid, this shall not affect the validity of the remaining provisions.
5. If the Customer is a merchant, a legal entity under public law or a special fund under public law, or if the Customer does not have a general place of jurisdiction in Germany, then nuwacom's registered office shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship, unless otherwise agreed. nuwacom shall also be entitled to sue the Customer at the Customer's general place of jurisdiction. For all legal relationships between the Parties, the law of the Federal Republic of Germany shall apply, excluding the standardised UN Convention on Contracts for the International Sale of Goods (CISG).

B. Service Level Agreement

I. Applicability of the Service Level Agreement

1. This Service Level Agreement ("**SLA**") is part of the contract between nuwacom and the Customer to the extent that the use of the Platform is part of this Agreement. It shall apply in addition to Section A of these GTC and shall take precedence over Section A if and to the extent that Section B regulates a matter that is also regulated in Section A.
2. The SLA shall not apply to services or service components that are provided by third parties and that may be offered in conjunction with services from nuwacom. In particular, this SLA shall not apply to functions of the Platform that are provided using LLMs.

II. Definitions

"Uptime" refers to the percentage figure that indicates the availability of the Platform's servers per calendar year, with planned maintenance times excluded from the calculation of this key figure.

"Downtime" refers to the time (in minutes) within a calendar year during which the availability of the Platform's servers falls below the agreed-upon Uptime.

"Scheduled maintenance times" refers to the times during which maintenance work is carried out on the Platform, which has been notified to the Customer in advance within a reasonable timeframe. Scheduled maintenance times shall not be taken into account when calculating Uptime and, accordingly, Downtime. nuwacom shall use commercially reasonable efforts to avoid scheduled maintenance times between 6:00 and 18:00 CET.

III. Uptime

1. For the duration of the contract, nuwacom shall provide the Platform with an annual average Uptime of 99%.
2. The measurements of nuwacom shall be used for monitoring and measuring availability. The Customer shall be entitled to challenge this by providing evidence to the contrary.
3. At the Customer's request, nuwacom shall provide statistical analyses of the Uptime based on nuwacom's measurements.

IV. Malfunctions

1. The Customer may notify nuwacom of a malfunction of the Platform or access to the Platform.

2. A report shall only be considered an official malfunction notification if it is sent by the Customer in “Textform” (a legal term specifically defined in § 126b of the BGB [German Civil Code], meaning a readable declaration on a durable medium, for example via email) to support@nuwacom.ai or via a ticket on the nuwacom service desk portal, and contains an adequate description of the symptoms of the malfunction.
3. nuwacom may publish malfunctions on a status website. If a malfunction notification from the Customer refers to a malfunction that nuwacom itself has published, a reference to the malfunction published on the status website is sufficient for an adequate description.
4. nuwacom shall assign a severity level to a malfunction notification submitted by the Customer and shall prioritise its responses and update intervals based on this classification.
5. The following degrees of severity apply:
 - **Critical:** The Platform is not available or does not respond. The Customer is unable to use the Platform and there is no temporary workaround.
 - **High:** Contractually agreed core functionalities of the Platform are not usable for the majority of the Customer's Users and no appropriate workaround is available.
 - **Low:** The Platform is available, but errors or problems occur that can only be circumvented by means of an appropriate temporary workaround.

V. Exclusions

Insofar as disruptions or other non-availability of the Platform result from one or more of the following causes, this shall not be considered Downtime within the meaning of this SLA and the SLA shall not apply in this respect:

- Malfunction or failure of the Customer's network infrastructure, devices and/or other systems,
- Use of the Platform in a manner contrary to the terms of the contract,
- Use of the Platform through or by integration into the services of a third party,
- Disruption or failure of the Internet,
- Force majeure, including but not limited to natural disasters, wars, strikes, riots, national or global pandemics or similar events beyond nuwacom's control.

VI. Consequences of Non-Compliance with the SLA

1. In the event of non-compliance with the Uptime under the provisions of this SLA, the Parties agree on a lump-sum contractual penalty to be paid by nuwacom to the Customer in the form of a credit amounting to a percentage of the remuneration agreed between the Parties for the use of the Platform during the first year of the contract (“**Annual Licence Fee**”). This percentage is determined on the basis of the categories defined below:

- **Critical:** Complete failure of the Platform for the duration of the entire Downtime - credit of 5% of the Annual Licence Fee
 - **High:** Significant failure of the Platform and/or severe impairment or prevention of use of the Platform for the duration of the entire Downtime - credit of 3% of the Annual Licence Fee
2. No contractual penalty is agreed for non-compliance with the SLA that is categorised as low severity. "**Low**" in this case means non-availability of the Platform that has only a minor impact on the functionality of the Platform or the Platform as a whole, but does not cause a significant loss of usability of the Platform.
 3. A credit as a lump-sum contractual penalty pursuant to this Section VI may only be claimed once per contract year and is limited to a maximum of 5% of the Annual Licence Fee.
 4. The Customer shall not be entitled to a payment of the credit amount in cash. The credit can only be offset against the remuneration for consulting or development services provided by nuwacom.
 5. The Customer may claim the credit within twelve months of confirmation of the credit amount by nuwacom. Once this period has expired, any credit will be forfeited.
 6. Any statutory claims for damages the Customer may have against nuwacom shall remain unaffected by this Section VI. Section A.IX of these GTC shall apply in this respect.

C. Special Provisions for Development Services

I. Scope of Application

These Special Provisions for Development Services shall apply in addition to Section A of these GTC. They shall apply if the Parties agree on the provision of additional (individual) development services by nuwacom. This Section C shall take precedence over Section A if and to the extent that this Section C regulates a matter that is also regulated in Section A.

II. Scope of Development Services

1. The scope of the agreed development services to be provided by nuwacom, in particular but not limited to intended functions, compatibility, other features, any agreed deadlines, documentation to be provided and other details, are set out in the Order Form in conjunction with any other documents or descriptions ("**Order Description**") to which the Order Form expressly refers.
2. Within the scope of the Development Services, nuwacom is not obliged to provide installation, instruction or training of the Users or any other consulting services, unless expressly agreed otherwise.
3. nuwacom is not obliged to deliver or provide a source code, unless expressly agreed otherwise.

III. Rights of Use

1. nuwacom grants a non-exclusive, non-sublicensable, non-transferable right to use the Development Services worldwide in accordance with the contract. Unless expressly agreed otherwise, the right of use shall terminate automatically when the Customer stops using the Platform.
2. For the avoidance of doubt, nuwacom is entitled to permanently integrate Development Services for the Customer into the standard services of the Platform or into other services offered and to grant corresponding rights of use to third parties, without this giving rise to any further rights on the part of the Customer.

IV. Warranty

1. In the event of defects, the Customer shall be entitled to the statutory warranty rights. However, nuwacom shall have the right to decide whether a defect is to be remedied by repair or replacement.
2. Warranty claims relating to nuwacom's Development Services shall be subject to a limitation period of one year. Claims for damages due to defects shall remain unaffected by this provision; in this respect, the agreements in Section A shall continue to apply.

3. If the Customer notifies nuwacom of the existence of a defect and it subsequently becomes apparent during nuwacom's activities that a defect did not exist, nuwacom shall be entitled to invoice the corresponding expenses in accordance with the price list.

V. Customer's Duty to Cooperate

If the provision of the Development Services by nuwacom requires the timely performance of one or more acts of support or cooperation by the Customer ("**Duty to Cooperate**"), nuwacom shall inform the Customer thereof and specify a period of time within which the Duty to Cooperate must be performed in order to enable nuwacom to provide the Development Services. If nuwacom sets a reasonable deadline, the Customer shall be obliged to fulfil these obligations to cooperate within the deadline, otherwise nuwacom shall be entitled to demand the adjustment of any agreed deadline for the provision of the Development Services.

D. Special Provisions for Consultancy services

I. Scope of Application

These Special Provisions for Consultancy Services shall apply in addition to Section A of these GTC. They shall apply if the parties agree on the provision of additional Consultancy Services by nuwacom. This Section D shall take precedence over Section A if and to the extent that this Section D regulates a matter that is also regulated in Section A.

II. Scope and Provision of the Consultancy Services

1. The specific scope, duration and form of the agreed Consultancy Services provided by nuwacom are set out in the Order Form or any other individual agreement between the Parties.
2. nuwacom is authorised to use external experts, partner companies or other third parties to provide the Consultancy Services.

III. Rights of Use

nuwacom grants the Customer a non-exclusive, non-sublicensable, non-transferable right to use the results and interim results of the Consultancy Services, in particular but not limited to service descriptions, documentation including training material, reports, consultancy documents, charts, diagrams and images ("**Work Results**") worldwide in accordance with the terms of the contract.

E. Special Terms for Self-Managed Hosting

I. Scope of Application

These Special Terms for Self-Managed Hosting apply in addition to Section A of these Terms and Conditions. They apply if the customer hosts the platform on their own systems. This Section E takes precedence over Section A to the extent that a deviating provision is made regarding the same subject matter. The application of this Section E excludes the application of Section B of these Terms and Conditions.

II. Installation

1. If the parties agree on self-managed hosting of the platform, nuwacom will provide the customer with access to a repository at the agreed time, which contains the files and content required for the installation and operation of the platform on the customer's system.
2. The customer agrees to keep the access to the repository confidential and to neither make it accessible to third parties nor allow third parties to gain access in any form.
3. The files and content provided in the repository may only be used for the contractual installation and operation of the platform. Any use beyond this is not permitted.
4. The installation of the platform on the customer's system is the sole responsibility of the customer. nuwacom is not obliged to perform the installation unless explicitly agreed upon by the parties.

III. Data Protection & Data Security

1. nuwacom provides the platform in compliance with applicable data protection regulations, including the GDPR. The responsibility for implementing and managing data protection and security measures in the context of using the platform on the customer's own systems lies solely with the customer. The customer is obligated to ensure, independently and at their own responsibility, that all necessary measures to comply with applicable data protection regulations (especially the GDPR) are in place.

IV. Obligations upon Contract Termination

1. Upon termination of the contract for self-managed hosting, the customer is obligated to promptly:
 - i. cease use of the platform immediately;
 - ii. fully and permanently delete the platform and all program copies (including backup copies) from their systems; and
 - iii. return any materials and documentation provided by nuwacom at their own expense.The customer must keep the access to the repository confidential and not disclose it to third parties or enable third parties to access it.

V. Backup Copy

1. The customer is entitled to create a backup copy of the files provided in the repository solely for backup purposes.
2. This backup copy must be labeled as such and must include a copyright notice in favor of nuwacom.
3. If nuwacom provides the platform and the necessary files for installation and operation in a way that allows the customer to re-download these contents as needed, the creation of a backup copy is not permitted.