

# General Terms of Use

## Version 3 of June 2018

You have decided to use one of the *u-link*<sup>®</sup>-Remote Access Solutions and to buy a Weidmüller Security Router as hardware. Many thanks for your trust. On the following pages, the general terms of use applicable to the Remote Access Solution ("Terms") are outlined.

### 1. BINDING AGREEMENT AND SCOPE

Between you, our customer and Weidmüller ("WM") a binding agreement shall become effective, subject to these Terms, upon (1) signature of a written agreement to which these Terms are attached, or (2) acceptance of an offer which is subject to these Terms or (3) by accepting these Terms when downloading and installing by a confirmation click that you have read and understood these Terms and fully accept them. These Terms apply to the services rendered as part of the Remote Access Solution and to the use of the software which is downloaded as well as to the use of the software which is pre-installed on WM's Industrial Security Routers as firmware. The purchase of the Router hardware is, however, governed by the general terms of sale of the respective Weidmüller local company or of the Weidmüller distributing partner company. You explicitly confirm by your confirmation click upon the download and installation that these Terms are exclusively applicable even if you should generally use terms of purchase whether with or without provisions that allegedly prevail over these Terms safe where WM has explicitly agreed to provisions different from these Terms in writing and confirmed by WM's signature.

### 2. SOLUTION COMPONENTS AND DEFINITIONS

The *u-link*<sup>®</sup>-remote access solution comprises the following parts:

- ***u-link*<sup>®</sup>-ROUTER:** You have purchased a *u-link*<sup>®</sup> accessible industrial Security Router. All of Weidmüller industrial Security Routers with VPN functionality can be used for this remote access solution ("*u-link*<sup>®</sup>-ROUTER"). The *u-link*<sup>®</sup>-ROUTER is connected to the telecommunication line.
- **Use of the *u-link*<sup>®</sup>-SERVER:** Our connectivity platform is ready for your use. Our *u-link*<sup>®</sup>-Servers are secured in multiple ways ("*u-link*<sup>®</sup>-SERVER").
- **Use of telecommunication line:** The physical access is enabled by your telecommunication line which is not the responsibility of WM's. You are using land lines or mobile lines just as you use them to connect to the internet. With your PC/notebook you connect to the *u-link*<sup>®</sup> webportal, install the *u-link*<sup>®</sup> software for your *u-link*<sup>®</sup>-ROUTER and configure it.
- ***u-link*<sup>®</sup> ACCESS SOFTWARE:** It has two components:
  - ***u-link*<sup>®</sup> VPN-Client ACCESS SOFTWARE** which you download by your PC/notebook from WM's *u-link*<sup>®</sup>-web portal ([www.u-link.weidmuller.com](http://www.u-link.weidmuller.com)) and install on your PC/notebook. Thereafter, you have to verify the VPN with your activating code and thus activate the VPN-Client. The *u-link*<sup>®</sup>-VPN Client ACCESS SOFTWARE is absolutely

necessary for the start and use of a secured VPN tunnel. VPN Clients other than Weidmüller's *u-link*<sup>®</sup>-VPN Client are not admissible.

- **The Router ACCESS SOFTWARE (firmware)** is already pre-installed on your *u-link*<sup>®</sup>-ROUTER (see above). All Weidmüller industrial Security Router with VPN functionality support the access to the *u-link*<sup>®</sup>-SERVER. The *u-link*<sup>®</sup>-firmware may be updated from time to time. Updates will be offered in the product download suite. It is very important that the Router firmware is always updated with the most recent updates.

ACCESS SOFTWARE, together with the identification data (i.e. user name, company name, e-mail address, postal address and password, hereinafter "ID-DATA") enable the access to the SOLUTION. As a result, a secured VPN tunnel installs between your PC/notebook, your private cloud platform and your *u-link*<sup>®</sup>-ROUTER.

- **Use of the SOLUTION:** After you connected your PC/notebook, the *u-link*<sup>®</sup>-SERVER and your *u-link*<sup>®</sup>-ROUTER by the ACCESS SOFTWARE, our solution platform software takes care that you can use your private cloud for your remote access solution ("SOLUTION"). The SOLUTION is modular - please have a look at the ***u-link*<sup>®</sup>-Data Sheets:**
  - The "**Entry Version**" is for free and - without prejudice and representation - allows you to practice the basic functionalities of the remote access platform.
  - The different types of "**Standard Versions**" are built on the Entry Version. You are charged fees for these versions. They comprise additional functionalities which are very useful for the remote access management. WM allows availability and a number of parallel VPN connections. The different standard versions can be distinguished among others by the number of ROUTERS you can build in.
  - We also offer to you additional **VPN upgrades** for additional number of users that can access your platform at the same time. This may be useful for you if you have a higher number of service personnel requiring access. For such VPN upgrades you are charged as well.
  - WM reserves the right to offer additional or changed modules or additional services with additional functionalities or advanced possibilities.
  - It is not admitted and constitutes a breach of contract to use several Entry Versions in parallel in order to circumvent paying fees. In the event of such circumvention, WM reserves the right to claim fees that were payable had the correct fee calculation been applied or, if corrected fees are

not pad, claim damages including a calculating fee and loss of profits.

With these modules, you can compose your individual remote access solution and shape the *u-link*<sup>®</sup>-SOLUTION exactly to your needs.

- Please take into account that the remote access package can only work/function if the system requirements are met. Please have a look at the *u-link*<sup>®</sup>-**Data Sheets**. In these sheets, you also find the exact technical description of the above components.
- CONTENT DATA are no component nor part of the *u-link*<sup>®</sup>-SOLUTION. CONTENT DATA are your content transported in your remote access solution, e.g. data stemming from a machine or equipment you may maintain. You process your CONTENT DATA in your own responsibility! WM only accesses CONTENT DATA if you and WM expressly so agree in order for WM to render additional services using CONTENT DATA.

### 3. SUBJECT MATTER OF THIS AGREEMENT

In these Terms, we regulate the usability and use of the remote access service SOLUTION as is further detailed in the *u-link*<sup>®</sup>-**Data Sheets** as a service as well as the use of the Router and Client ACCESS SOFTWARE in form of a simple limited license. The *u-link*<sup>®</sup>-ROUTER is delivered by and purchased under a separate purchase agreement. On the ROUTER, the *u-link*<sup>®</sup>-ACCESS SOFTWARE is pre-installed as firmware. You receive the other part of the ACCESS SOFTWARE, the Client ACCESS SOFTWARE, by downloading it from the *u-link*<sup>®</sup>-webpage. The ACCESS SOFTWARE, together with the ID DATA enables you to access the SOLUTION. You can only use the SOLUTION as is specified in the modules described by the *u-link*<sup>®</sup>-**Data Sheets**. Any use beyond this scope is not agreed to and not permitted.

### 4. WHAT WEIDMÜLLER DOES FOR YOU: AVAILABILITY OF THE SOLUTION AND USE OF LICENSE

Upon payment of the purchase price of the *u-link*<sup>®</sup>-ROUTER, you become owner of the hardware. The Parties acknowledge that by the use of the ROUTER and Client ACCESS SOFTWARE as a license on the one hand and the use of the SOLUTION as a service on the other hand different contract parts are established which are subject to these Terms. Your rights to these elements of the *u-link*<sup>®</sup>-remote access SOLUTION are described here:

#### 4.1 THE SOLUTION AND ITS AVAILABILITY

4.1.1 The *u-link*<sup>®</sup>-Remote Access SOLUTION is available for respective 12-months-periods as is specified in the *u-link*<sup>®</sup>-**Data Sheets**. Please note that the free Entry Version is without any representation, warranty or guarantee as to its performance and usability. The provisions of this clause 4.1.1. are thus only applicable to those Versions for which fees are charged:

**General Availability:** The General Availability is the possibility of the user to use all functionalities of the respective SOLUTION at the transfer point. Transfer point is the point of transmission between the *u-link*<sup>®</sup>-SERVER center of WM to

the telecommunication network. The General Availability of fee-bearing Versions is the ratio of the availability relative to the whole year measured in per cent. In most SOLUTIONS, the General Availability exceeds 99%, the exact values are specified in the *u-link*<sup>®</sup>-**Data Sheets**. It is impossible for WM to know in advance at what exact times the system will have down times namely for software maintenance and updates. Therefore, WM will announce foreseeable down times reasonably in advance on the webportal ([www.u-link.weidmuller.com](http://www.u-link.weidmuller.com)) in the window "Administrator / news by your administrator".

The following periods are not deducted from the General Availability: (1) outage periods or downtimes of parts of the infrastructure of which WM or its suppliers are not responsible such as the telecommunication network (2) outage periods or downtimes which are not caused by WM or its suppliers, e.g. an impermissible overload of the respective SOLUTION (3) immaterial reductions of functionality.

Thus, if you do not only run an Entry Version WM takes care that within an adequate period of time, from receipt of a failure notification by customer or from a machine - made failure notification by the SERVER the repair starts. In such event, the customer is informed if the customer left a usable e-mail address.

Please make sure that the scope of service as specified in the *u-link*<sup>®</sup>-**Data Sheets** is the scope of service you actually wish to have and purchase.

4.1.2 WM is not responsible for the hard and software of the customer and for customer\*s telecommunication lines. WM shall not be responsible for any down times or problems due to such customer equipment.

4.1.3 Upon closing the Agreement in accordance with these Terms, WM offers for use a quick installation guide with "how to use" information in the English language. You have the right to store, print and reproduce them solely for purposes of this agreement and only if you keep the copyright ownership notices. Safe where not expressly regulated otherwise above the reproduction or copy is not permitted.

#### 4.2 RIGHT TO USE THE ACCESS SOFTWARE

4.2.1 The customer is licensed to use Router and ACCESS CLIENT SOFTWARE without the right to sublicense nor to assign it and subject to the conditions of these Terms. The right to use is expressly limited by the use of the *u-link*<sup>®</sup> remote access SOLUTION and additional services where agreed upon in writing.

4.2.2 The customer may use ACCESS SOFTWARE only for purposes of accessing the SOLUTION and any additional services. The other way round, access to the SOLUTION is only admissible by using the ACCESS SOFTWARE. The use of the ROUTER ACCESS SOFTWARE is enabled by pre-installation on the ROUTER as specified. The use of the VPN Client ACCESS SOFTWARE is enabled by the product download suite or a specific download suite in the *u-link*<sup>®</sup> account.

4.2.3 The customer shall not change ACCESS SOFTWARE in any way except for those changes which are required for to repair any software faults if WM is in default with, or not in a position, to repair such fault.

4.2.4 The above rights apply to any version, updates, upgrades or other new deliveries relative to ACCESS SOFTWARE or the SOLUTIONS as well.

4.2.5 The customer shall have no rights to use if not expressly stated in these Terms. The customer is not entitled to use ACCESS SOFTWARE beyond the SOLUTION agreed upon. Especially, it is not permitted to reproduce, to sell or to re-sell or let or lend this ACCESS SOFTWARE or SOLUTION. WM remains the sole owner or holder of all rights relative to the SOLUTION and the ACCESS SOFTWARE.

4.2.6 WM reserves the right to use as *u-link*<sup>®</sup> SERVER own IT or third party hosting services.

4.2.7 By way of clarification, *u-link*<sup>®</sup> remote access solution only transports your CONTENT DATA. Under these *u-link*<sup>®</sup> Terms, WM does not claim any right to use such CONTENT DATA (e.g. data stemming from machine equipment or maintenance services) for own purposes. It follows that the responsibility for saving and storing any CONTENT DATA is solely with the customer. The customer shall accordingly save its CONTENT DATA in systematic and in regular intervals. (Regarding save and restore obligations vide clause 5.9 of these Terms)

## **5. CUSTOMER'S DUTIES AND OBLIGATIONS**

The customer shall fulfill duties and obligations as are required to give the agreement effect. Namely, the following applies:

5.1 The customer shall be obliged to pay the remuneration/fees. Besides the purchase price in consideration for the *u-link*<sup>®</sup> ROUTER, the customer is charged annual fees for the use of the different modules and additional services of the SOLUTION. Please refer to the *u-link*<sup>®</sup> Data Sheets which individual Module/Version you pay fees for. Annual fees are paid prior to the SOLUTION access. Any remuneration/annual fees are net, are payable plus respective applicable VAT or sales tax. The price is decided by the most current price list. WM is entitled to cut access to the remote access platform in the event WM sent a payment remainder and a reasonable grace period has expired.

5.2 The customer has reviewed and hereby confirms that the system requirements are met for those modules and variants that he put together for his SOLUTION package.

5.3 The customer confirms and takes care that no unauthorised or prohibited use of CONTENT DATA takes place and third party rights to CONTENT DATA are duly respected.

5.4 The customer reviews whether CONTENT DATA comprises, or can comprise, personal data. The customer shall contact WM in order to fulfill customer's statutory or other obligations and the applicable data protection laws especially with respect to close a data processing contract if necessary (vide especially Art. 28 EU General Data Protection Regulation "GDPR" and applicable national data protection provisions with comparable legislative content outside the European Union). Upon customer's notice, WM is happy to propose respective data processing contract templates. If the CONTENT DATA comprises personal data customer shall acquire the user's personal assent for processing user's personal data if required by the applicable data protection laws.

5.5 The customer is responsible and liable that ACCESS SOFTWARE and the SOLUTION is not used for any unlawful purposes or in any way that the use violates governmental regulations or government authority decisions nor that any CONTENT DATA comprises such content or is used for such unlawful purposes. Namely, the ACCESS SOFTWARE or the SOLUTION must not be used for any criminal, terroristic or pornographic purposes. Applicable export control legislation is to be observed by the customer. The customer shall not use the SOLUTION and the connected exchange of CONTENT DATA for abusive or unauthorised purposes namely not for purposes which constitute a violation of applicable fair trading laws such as, but not limited to, unlawful advertising. WM reserves the right to cut the SOLUTION without any liability in the event of any reasoned suspicion of such violations.

5.6 The customer will take all steps required to prevent any unauthorised use of the SOLUTION or any ACCESS SOFTWARE. In the event the customer allows access to the SOLUTION to any companies affiliated with customer or to authorised third parties customer shall extend and subcontract the same duties and obligations to such affiliated companies and/or third parties. The customer shall be liable for any companies affiliated to customer or authorized third parties to whom customer allows access to his private cloud remote access SOLUTION.

5.7 The customer will keep confidential ID-DATA, protect ID-DATA against access by unauthorised third parties and not hand over ID-DATA to unauthorised users. ID-DATA is to be protected by usual and required means. The customer will notify WM without undue delay in the event customer suspects that unauthorised persons had or have access to or are in possession of any ID-DATA.

5.8 The customer shall conform with all limitations and provisions of clause 4 above, namely: The customer shall not load, access or read unauthorised data or penetrate or use any unauthorised software of WM's or support such dealings. The customer hereby indemnifies and confirms to hold WM harmless as against any third party claims due to customer's unlawful use of the SOLUTION or ACCESS SOFTWARE or which result from customer's data protection, copyright or other legal proceedings in relation to the SOLUTION or ACCESS SOFTWARE. The customer shall oblige the users authorised by customer to abide to those of these Terms applicable to them.

5.9 In the event the customer transfers CONTENT DATA by the SOLUTION customer shall save such CONTENT DATA as is adequate relative to the impact and meaning of such CONTENT DATA and make his own copies in order to be able to restore them if CONTENT DATA or information should be lost. Likewise, the customer shall be responsible for any restore- or save duties or any documentation periods as may be required by any applicable laws or regulation or customer contracts with third parties.

5.10 The customer shall use state of the art anti-virus and anti spyware technology, review any data or information accordingly before they are transmitted by the SOLUTION.

5.11 The customer shall regularly download the CONTENT DATA if saved on WM's SERVER in order to be protected against loss of data and safeguard reconstruction.

5.12 The customer shall inform WM without any undue delay of any faults. In the event customer does not inform WM

due to any reasons for which customer is responsible this shall be deemed to constitute at least partly responsibility. Where WM was not able to cure any fault due to customer's failure to inform or inform without undue delay the customer is not entitled to reduce the fee or monetary consideration nor to terminate the Agreement for cause. The burden of proof with respect to the timely information is with the customer.

## **6. CHANGE OF SOLUTION AND SYSTEM REQUIREMENTS**

6.1 WM is entitled, but not obliged, to eventually make changes and improvement to the SOLUTION or to the ACCESS SOFTWARE or to system requirements. Information will be provided via the web portal, window System Administrator (see above). WM is not required to send any e-mails or postal letters.

6.2 WM will duly inform the customer in advance if any changes or any new versions have any detrimental effect on the usability of functionalities on the SOLUTION.

6.3 The customer is entitled to terminate the Agreement in accordance with clause 12.3 if the customer is, due to WM's change, limited in customer's business or technical procedures and/or in the usability of the data previously produced or if the customer cannot correctly use the SOLUTION anymore. Likewise, if the customer is not interested in the SOLUTION due to a change of system requirements the customer has the right to terminate the Agreement in accordance with clause 12.3 of these Terms. Termination notice shall be given in both cases twenty (20) working days from receipt of the information on the change.

## **7. NON PERFORMANCE, WARRANTY RIGHTS**

7.1 The use of the Entry Version is for free. Therefore, WM does not represent or warrant any performance. For all other Versions, in the event that WM does not fulfill WM's obligations under clause 4, the following terms apply:

7.2 The customer has the right to terminate the Agreement in the event that the initial general availability of the SOLUTION is in arrears and a two-weeks grace period set by the customer expired without the functionality of the SOLUTION being provided.

7.3 The customer may adequately reduce the fees pro rata temporis relative to the period of reduced usability in the event that WM does not or does not fully perform after an initial general availability of SOLUTION. Running fees may only be charged by WM for such uses under the SOLUTION as are or where performed despite of limited performances of other uses. In the event such limited performance is due to at least gross negligence and causing damage the customer is entitled to claim such damages in accordance with and subject to clause 9.

7.4 In the event the usability of SOLUTION cannot be restored after WM received knowledge of a fault the customer is entitled to terminate the Agreement regarding the SOLUTION without notice period irrespective of the reason of WM's faulty performance.

7.5 In the event that the customer violates customer's duties under clause 5, WM has the right to cut the customer's access to the SOLUTION and to CONTENT DATA if the cut ends such violation.

7.6 In the event the customer violates clause 5.5 in an unlawful way, WM is entitled to erase CONTENT DATA. In the event third parties or companies affiliated to customer with authorised access by customer violate clause 5, customer shall reveal to WM all data of the respective user which data is required for WM to bring claims against the respective user. WM's actions relative to any user do not limit customer's liability and indemnification vis a vis WM.

7.7 In the event the customer violates clauses 5.1, 5.2 and 5.3 and the customer failed to cure the violation within WM's reasonable grace period set by a WM notice, WM has the right to terminate the Agreement with immediate effect.

7.8 The customer hereby indemnifies WM and keeps WM harmless against all third party claims which are caused by customers or his agents', employees', officers' or affiliated companies' breach of the obligations under clause 5.

7.9 In the event of any at least negligent breach of the customer's obligations under clause 5, WM may claim damages in accordance with clause 9.

7.10 WM warrants that the platform and the SOLUTION has such features as are stated in the respective *u-link*<sup>®</sup>-Data Sheets or other statements if in writing and that they have no faults which materially reduce the general or contractual usability or their value ("fault"). The warranty does not apply to damages or problems that are caused by customer's breach of his obligations under these Terms.

7.11 WM's warranty is excluded in the event that platform and SOLUTION does not fulfill the customer's mere motives or wishes as it is customer's duty to review whether the features described in the *u-link*<sup>®</sup>-Data Sheets meet his targets. The customer is aware that it is impossible to offer a complex system made of the platform and various modular SOLUTIONS entirely without any faults at all and that WM cannot guarantee and is not obliged to ensure an entirely uninterrupted access to the platform and SOLUTION(S).

## **8. THIRD PARTY RIGHTS AND OPEN SOURCE**

8.1 In the event that WM should receive knowledge of any third party rights which may limit the usability of the SOLUTION or the contractual performance WM shall inform the customer without undue delay.

8.2 The customer is not obliged to pay the fees inasmuch and in so far customer's rights to use the ACCESS SOFTWARE and the SOLUTION are limited.

8.3 In the event WM should not have or not have any more third party rights required to fulfill WM's obligations under these Terms, namely any licenses to allow the use of the ACCESS SOFTWARE and the SOLUTION are necessary and ACCESS SOFTWARE and SOLUTION cannot be used by the customer anymore WM will either purchase at own costs the respective license or provide adequate work arounds. In the event WM should not be able to comply with the above obligations both Parties have the right to terminate the Agreement with immediate effect.

8.4 WM's liability shall be excluded in the event a third party right is violated due the customer exceeding his/her rights to use. In the latter case, customer indemnifies WM and holds WM harmless against any third party claims.

8.5 The Parties are aware and acknowledge that upon using the Router-/Client- ACCESS SOFTWARE open source software ("OSS") may also used which is delivered together

with free ACCESS SOFTWARE. The license terms and conditions of those software components which are OSS ("OSS Licenses") usually require that the use of OSS is revealed and the OSS Licenses are sub-licensed. In order to meet the requirements, WM shows an overview of the OSS licenses. This Agreement is subject to such OSS Licenses ("OSS Overview"). The OSS Overview comprises a table of all software components, if any, which are subject to OSS Licenses, the OSS License and if required, the wording of the respective OSS Licenses. The customer is obliged to download the OSS Overview and to comply with its terms while using the software.

## 9. LIABILITY AND LIMITS OF LIABILITY

9.1 The Parties are fully liable for any damage caused by their agents, employees or management. Liability is unlimited for damages caused by gross negligence or intentional conduct. The Parties are fully liable in the event of physical injury or death.

9.2 WM is liable for major breach of contract in which case the equitable relief is limited to typical and foreseeable damages. The foregoing shall be the sole and only liability and any other liability shall be excluded.

9.3 Any indirect and consequential liability such as, but not limited to, loss of profit, business interruption and advisors' fees shall be excluded.

9.4 In the above cases, WM is liable for the customer's loss of data in so far only as the loss had occurred if the customer had regularly saved the data.

9.5 The foregoing provisions are applicable, *mutatis mutandis*, to frustrated expenses as well.

9.6 The foregoing provisions shall not limit any mandatory claims pertaining to or in connection with the EU Regulation on Product Liability and respective national transformation laws.

## 10. DATA SECURITY, DATA PROTECTION

10.1 The Parties commit to observe the applicable respective national and international regulations on data protection. Both Parties will bind their personnel to the principle of data secrecy if not already implemented by general agreements such as employment contracts.

10.2 WM will secure that personal data in IDENTIFICATION DATA is processed in accordance with applicable data protection laws. Usually no data processor contract is required between customer and WM for IDENTIFICATION DATA because WM renders services by the u-link®-platform which are focusing on machine data and not on acquiring, processing or using personal data of the SOLUTION.

10.3 The customer shall review whether CONTENT DATA comprises any personal data other than IDENTIFICATION DATA (see clause 5.7) and whether such personal data will have to be "acquired, processed or used" by WM. If this is the case the customer shall contact WM (E-Mail: [u-link-support@weidmuller.com](mailto:u-link-support@weidmuller.com)) in order to close a contract in accordance with Art. 28 GDPR or comparable national laws outside the European Union.

## 11. CONFIDENTIALITY

The customer and WM will keep confidential all information which require secrecy and which they may have acquired in connection with this Agreement and shall reveal any such information to any third party only if the respective other party gave its prior written consent to abide to these terms on confidentiality. The foregoing obligation is not applicable if one party pleading its case can prove that (1) information was known to such party before the information was confidentially disclosed or (2) information was public domain before information was confidentially disclosed.

## 12. TERM, TERMINATION

12.1 The Agreement becomes effective in accordance with clause 1. Performance will start after successful application of the SOLUTION. Any fee-bearing services shall be available one working day after typing-in the encryption code.

12.2 The term of the Agreement is 12 (twelve) month from the accessibility for use. The Agreement expires automatically after the 12-months-term unless extended prior to expiry.

After the 12-months-term, the Entry Version of the customer is upheld without prejudice as to any claim. Even if a fee-bearing Version is not extended beyond the 12-months-term all CONTENT DATA of the fee-bearing Version is saved under the respective Entry Version, i.e. they do not get lost. Upon purchase of a new fee-bearing version, i.e. purchase of a license key similar to a PIN for internet banking, CONTENT DATA is ported into the new Version.

WM has the right to terminate the Entry Version as well; however termination will only be implemented after written information that the account and the CONTENT DATA are erased. The information will be issued at least 4 weeks prior to the account being erased. WM reserves the right to erase data in WM's own judgment if customer does not use the Version and does not react for a longer period of time on WM's notice to end the account.

12.3 The customer has the right to terminate the Agreement with the effect to the respective month' end in the cases of clause 5.5 sentence 3 and clause 6.2

12.4 Termination for cause for major breach of contract requires a prior notification within a reasonable cure period been given of at least 3 days.

12.5 Each Party to this Agreement has the right to terminate in the event these Terms/this Agreement provide for a termination right.

## 13. OBLIGATIONS AFTER TERMINATION

13.1 WM has the right to erase the customer's CONTENT DATA after the Agreement's term has expired and is not extended by a new Version. WM will announce the erasure within a reasonable period of time in advance. The customer has the obligation to save CONTENT DATA on any suitable servers. Customer is responsible for storing and keeping CONTENT DATA. After the reasonable period expired, WM is entitled to erase CONTENT DATA.

## 14. FORCE MAJEURE

In the event of force majeure neither party has the obligation to perform. By way of example, a force majeure event is deemed to take place in the event of (1) a failure of the telecommunication system or grid system (2) an event of

explosion or fire or flood (3) act of war (4) strikes exceeding the period of 6 weeks and are not the fault of one party (5) problems in the internet which cannot be influenced by one party save if WM's offers the respective internet services as well. Each party has the obligation to inform the other party of a force majeure event without undue delay.

**15. MISCELLANEOUS**

15.1 This Agreement shall be subject to German Law under exclusion of the United Nations Convention on the Sale of Goods and choice of law provisions.

15.2 Attachments, in their then applicable version, are an integral part of the Agreement.

15.3 This Agreement is the entire agreement and there are no other side agreements, oral nor written. Any change of this

Agreement and of the attachments requires written form including the provisions of this requirement of written form.

15.4 In the event certain provisions are or become invalid this shall not inure the validity of the whole Agreement. The invalid provision shall be replaced by a valid provision with the closest proximity to the commercial intent of the parties at the point of time of signature. The same applies to any gaps.

15.5 Exclusive venue shall be Detmold, Germany, save if mandatory laws stipulate otherwise.

References:

- *u-link*<sup>®</sup> Data Sheets DE
- *u-link*<sup>®</sup> Data Sheets EN