Shore

General Terms and Conditions (GTC)

These General Terms and Conditions apply to contracts with Shore.com, Inc. (United States) valid from January 15, 2018.

Scope of these General Terms and Conditions

Unless otherwise agreed, the General Terms and Conditions ("GTC") of Shore.com, Inc. (hereinafter "Shore") shall apply solely for customers in all contractual relationships in which Shore offers other companies, legal entities under public law, or special funds under public law (as defined below) services, including support and related advisory services. The regulations shall apply accordingly for pre-contractual relationships.

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1. CONCLUSION OF THE CONTRACT, PARTIES

1.1 Shore. Shore offers a web-based software for online appointment booking and customer management (hereinafter "Software") for small and medium-sized companies on the website www.shore.com.

1.2 Contract. The order form that the Customer has signed, these GTC and the list of service specifications on Shore's website regarding the respective Service Plan booked by the Customer (which can be found in the Full Feature List) ("Service Specification") shall jointly comprise the "Contract".

1.3 Conclusion of the Contract. The Customer concludes a fee-based contract with Shore, in which the Customer shall choose between the different Service Plans. The Contract shall be concluded once (i) the Customer signs an order form (offer) and Shore declares its acceptance of said order (order confirmation) by emailing the Customer to this effect, or (ii) the Customer and Shore agree upon the conclusion of a Contract by submitting an offer and declaring their acceptance (order confirmation) by email or fax or via Shore's website (or through a combination of these communication methods).

1.4 No contract with consumers. Shore does not provide its Services to consumers but exclusively for the commercial or independent professional activities of the Customer.

1.5 No right of revocation. As the Customer is not a consumer, he or she shall not have any legal right of revocation.

1.6 No validity of third-party GTC. The validity of any provisions which deviate from or go beyond the present provisions is excluded. This shall apply in particular to the general terms and conditions of the Customer, even if Shore accepts an order from the Customer in which the Customer refers to its general terms and conditions and/or the general terms and conditions of the Customer are attached thereto, and Shore does not contradict them.

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1.8 Use. The Customer must create a customer account (hereinafter: Account) before it can use Shore's software. The Customer shall be sent the required access data within the free trial period or no later than by the commencement of the Contract.

1.9 No use of Services by or on behalf of third parties. The customer's right to use Shore's Services shall be limited to business use by the company specified on the order form, including all legally dependent branches and sites in countries in which Shore operates. Surrendering use of or making the Services available to third parties, as well as their use by third parties, including affiliated companies, is prohibited. However, the customer shall be entitled to use the Shore Services to the contractually agreed extent to offer its services to end customers and to perform them.

2. FREE TRIAL PERIODS

2.1 The contractual relationship may start with a free trial period. The aim of the free trial period is to allow new customers to try out the Shore Services. Unless otherwise specified during registration, the trial period shall be 15 days.

2.2 When registering for a free trial period via the website www.shore.com, the Customer shall have the option of checking and correcting all information provided upon successful registration and creation of an Account. The registration shall only become binding once the Customer presses the "Next" button in the "Your Business" window. Until then, the process can be cancelled at any time by closing the browser window. Shore shall send the Customer a registration confirmation to the email address specified by the Customer.

2.3 Shore will assess your entitlement to a free trial period and limit it at its own discretion to prevent misuse if necessary. If Shore determines that you are not entitled to a free trial period, Shore reserves the right to revoke it and to shut down your access. Every Customer shall only be entitled to register once for a free trial period. Customers who have an existing contractual relationship shall not be eligible to participate. Shore shall be authorized to access data such as the device ID, the payment method or the email address which has already been used for an existing or a recently existing contractual relationship to check your authorization status.

2.4 The free trial period shall end automatically. If the Customer wishes to terminate the trial period early, it may do so by sending an email to inbound@shore.com before the trial period ends.

2.5 If you would like to continue to use your account after the free trial period has ended, you can conclude a fee-based contract on the use of the software with Shore by clicking on the remaining time of the trial period or at https://my.shore.com/contract. The Customer can select between various Service Plans with different scopes of service and features for a limited or unlimited number of users. The Contract with monthly or yearly invoicing shall be concluded in the Account. In order to do so, the Customer must first select the desired Service Plan and confirm the selection. Afterwards, it must also enter its payment information along with its company name and invoicing address. By confirming and sending this information, the Customer shall be deemed to have concluded a contract on the fee-based use of the software with Shore with monthly or yearly invoicing.

3. SERVICES PROVIDED BY SHORE

3.1 Overview. Shore makes the software with the respective selected service plans available to its customers for use over the internet, and renders further related services such as website development as well as hosting/operation (jointly "Services"). Shore's

Services consist of particular service plans which the Customer can order individually or together with other add-ons on the order form, over the website or in another form from Shore. Details on the scope of service of the respective booked Service plans are contained in the order form and the respective Service Specification.

3.2 SaaS. During the term of the Contract, the Customer shall obtain the non-exclusive, non-sublicensable and non-transferable right to access the respective Service plan using a browser and an internet connection, and to use the software exclusively to support its commercial or independent professional activities. This includes the right, to the extent necessary, to save and execute program codes (e.g. JavaScript) on the user's computer temporarily (e.g. in the computer memory or web cache)

3.3 Widgets. Shore shall make program codes available to the Customer for integrating particular functions of a Service Plan, especially Customer websites (e.g. websites on the basis of DUDA or Facebook fan pages) ("Widgets"). Shore hereby grants to the Customer, subject to the following provisions, the simple, non-transferable and non-sublicensable right to use the Widgets to integrate the respective Service plan into websites of the Customer (e.g. into the company's website and/or Facebook fan page), and especially to install them on servers operated by the Customer or one of its internet hosting service providers and to run the Widgets from there; this right shall be limited in time to the duration of this Contract. Complementary license and usage conditions of the relevant content management systems producers or social network operators (e.g. Facebook) may apply for the use of individual Widgets. In addition, the Widgets may contain third-party components which are subject to Open Source license terms. These terms shall take precedence over this Contract in the event of a conflict.

3.4 Other services rendered by Shore. Shore shall only render accompanying technical services, such as the import of existing data of the Customer into the Shore Business Cloud or the integration of particular functions into websites of the Customer, as well as other services which are not expressly agreed in the Contract or subsequently in text form only on the basis of a separate agreement.

3.5 Shore AdWords. Shore shall provide the Customer with the option of using Shore AdWords as part of the Shore Plus Service Plan. Shore AdWords is not available in some countries. The setup of Shore AdWords shall be included in the price of the Shore Plus Service Plan until an ad has been activated. The Customer can publish several ads within one AdWords campaign. The Customer shall specify the keywords for the search machine optimization, design its ads, and select its desired maximum daily budget in its account. The AdWords campaign is activated by clicking on the "Start campaign" button. If your ad is clicked on after it has been activated, your planned budget shall be debited until the maximum daily budget has been reached. You have the option of pausing your campaign at any time by setting the status to "inactive". Your budget will not be debited while the campaign is inactive. You can

reactivate your campaign by clicking on the "Activate campaign" button or by setting the status to "active". From this point, your budget shall be debited again when your ad in the search machine is clicked. The cost per click shall be determined on the basis of the keyword selected. The daily budget may be debited over the maximum budget limit, e.g. when the activated ad is clicked simultaneously. Any over-debiting shall be compensated with a corresponding credit.

3.6 Shore AdWords vouchers. If you spend a net budget of $25 within 30 days of activating your first campaign, you shall receive a credit note of $75 on the budget used beyond that. Depending on the budget used, this shall be credited to you in full or proportionally in the subsequent invoices. The service fee of 20% shall be invoiced on the budget used before debiting the credit note. The Customer shall not be entitled to claim for payment of unused voucher values. The vouchers are not available in all countries (currently available in Germany, Austria, Switzerland, Spain, France, United Kingdom, Italy, United States, Canada).

3.7 Availability. Shore shall provide access to the respective Services to the Customer with an availability as per the list of Service Specifications (cf. under Service Levels).

(a) Transfer point. Shore shall deliver its Services at the connection point of the data center to the internet used by Shore. The Customer shall be responsible for the internet connection between the data center and itself.(a) Transfer point. Shore shall deliver its Services at the connection point of the data center to the internet used by Shore. The Customer shall be responsible for the internet connection between the data center and itself.

(b) Actual availability. When determining the actual availability, failures due to force majeure (e.g. strikes, riots, natural disasters, epidemics) shall be disregarded. System stoppages by Shore which the company deems necessary for safety purposes, provided that Shore has taken adequate precautionary security measures (e.g. denial of service attack, severe vulnerability in a used third-party software without an available patch), or those which Shore undertakes because the Customer is in arrears with its contractual obligations (e.g. payment of the agreed fees) shall also be disregarded.

3.8 Support. Shore shall provide support free of charge to assist its customers with technical issues related to the use of its Services. The applicable support hours can be found in the footer of our website. Our support is not available on statutory holidays. The time until the first response to email enquiries may vary depending on capacity. Shore shall make every effort to react within a reasonable period of time. Enquiries received outside of regular support hours shall be deemed to have been received during the next business day. The support shall not include: general advice or training on marketing, legal advice, or setup work. Technical support for websites of the

customer shall only be provided in the context of the normal service support to the extent the Widget is directly affected.

3.9 No surrender of source codes, draft documentation or other information. All software, apps (whether web or native), websites, widgets and other Services, as well as such software which has been programmed for or on behalf of the Customer shall (unless otherwise agreed) be handed over to the Customer or the third party only in executable code and without documentation. The Customer shall have no claim to the surrender of the source codes, draft documentation or other information.

3.10 Services provided by third parties. Shore may employ third parties for the Service performance at its sole discretion; e.g. for the hosting of websites and apps, sending SMS and emails, and for online services to develop/provide apps.

4. ADDITIONAL CONDITIONS FOR THE ADD-ON WEB APP

4.1 If agreed upon in the Contract, Shore shall create on behalf of the Customer a native app based on a web app which is mobile-responsive.

4.2 If agreed accordingly, Shore shall carry out the following additional services over and above the development of the native app for the duration of the Contract:

- Operation and hosting of the native app as a technical service provider; and/or
- Maintenance of the native app, whereby (i) changes to content will be made as desired and implemented at any time and within the shortest possible time, and (ii) design or structure changes shall be undertaken twelve months after the first design/structure change at the earliest;
- Setting up projects in Google to enable the sending of push notifications (only for end use on Android devices).

4.3 Where Shore carries out the operation and hosting of the native app for the Customer, Shore will usually act solely as a technical service provider for the Customer. The Customer shall be responsible to its end customers as provider of the app for the content and the legality of the offer, and shall be identified as the app provider in its app.

4.4 Shore cannot ensure or guarantee the use of the link by end-customers. The Customer shall be solely responsible for promoting the app.

4.5 Native apps shall be deleted by taking the web app offline.

5. ADDITIONAL CONDITIONS FOR THE ADD-ON WEBSITE

5.1 If agreed upon in the Contract, Shore shall create a customer website and/or operate and host it as a technical service provider, as discussed with the Customer and specified within the corresponding Service Specification. The website is created using a website builder tool. Unless otherwise agreed, the Customer website shall be built live, but not listed in Google. However, Shore cannot guarantee that the Customer website will not be traceable and accessible over Google.

5.2 After termination of the Contract, the Customer shall receive the authorization code of the Customer website. From that moment, the Customer shall be responsible for any licenses, rights of use and exploitation which may be necessary for operating this website.

5.3 At the request of the Customer, Shore shall support the Customer with moving the Customer website and/or with obtaining any necessary licenses, rights of use and exploitation against payment of appropriate remuneration.

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7. SERVICE PERFORMANCE CHANGES

7.1 The Customer is aware that Shore's Service plans contain a standard software technology which is either provided as a "software as a service", meaning that many customers have access to one centralized system, or which largely functions automatically. The economies of scale resulting from such a multi-tenancy or automated model can be only exploited if the solution is a single software product which can be further developed. The Parties therefore agree as follows:

(a) Good cause. Shore shall be entitled to modify its Services, Service plans, Portal pages and Widgets (including the system requirements) for good cause at any time. One such cause shall exist in particular if the change is necessary because of (i) a need to adapt to a new legislation or jurisprudence, (ii) to protect the system security, or (iii) to prevent abuse.

(b) Further development. In addition, Shore can make reasonable changes to its Services, Service plans, Portal pages and Widgets within the scope of ongoing further development (e.g. deactivation of old functions which will largely be replaced with new ones), particularly to adapt to technical progress.

7.2 Shore will inform the Customer about major and potentially adverse changes in good time, usually four weeks before they come into effect. If the legitimate interests of the Customer may be detrimentally affected by a change, i.e. to the extent that adherence to the Contract can no longer be reasonably expected, the Customer may terminate the affected Service plan with notice of one week before the announced

amendment enters into force. If the Customer does not serve notice, the change shall come into effect on the specified date. Shore shall point this out in the information.

8. REMUNERATION AND DEFAULT IN PAYMENT

8.1 Remuneration. For the provision of the Services during the Contract term, the Customer shall owe Shore the agreed remuneration outlined on the order form or later contractual amendments/supplements. The remuneration shall consist of a (usually recurring) basic fee for the selected Service plan and, where required, a usage-based usage fee (e.g. for sent SMS) and a one-time setup fee.

8.2 Special regulations on Shore AdWords. Regarding the use of Shore AdWords, the Customer can determine its planned budget for search engine marketing on a daily basis. The Customer agrees that the actual accruing fees for clicks can be up to 15% over the selected daily budget. The actual costs for placing advertising texts with the search engine and portal operators shall be invoiced by Shore at the beginning of each month for the previous month. Shore shall charge an additional service fee in the amount of 20% of the AdWords costs actually incurred by the Customer after activating the Shore AdWords campaign. This fee shall also be charged on the budget used as part of the redemption of a voucher.

8.3 Payment date. Unless otherwise agreed, the basic fee shall always be due in advance and the usage fee at the end of the respective billing cycle. The setup fee shall be due upon conclusion of the Contract.

8.4 Invoicing. Shore shall invoice its fees at the start of the Contract and thereafter on the same day of the next calendar month (e.g. if the Contract is concluded on 12 February, the subsequent invoices shall be issued on 12 March, 12 April, etc.). The basic fee shall be invoiced in advance; a possible usage fee shall be invoiced after the relevant usage. If an annual payment cycle is agreed, the basic fee shall be invoiced at the start of the Contract and then in each new contractual year in advance. Invoicing shall be performed by sending an invoice as a PDF to the email address stated on the order form.

8.5 Payment. The payment of the invoiced amounts shall be paid – unless otherwise agreed – by means of Shore's external payment provider, being automatically deducted from the selected payment method (credit card). The collection is carried out after invoicing; in the case of annual payment at the beginning of each contractual year.

8.6 Net prices. All prices are exclusive of the statutory Value Added Tax.

8.7 Default in payment, blocking of access, termination. Upon becoming due, Shore shall be entitled to default interest in the amount of the respective statutory interest rate applicable. If the Customer defaults on payment, Shore can temporarily block

access to the provided Services, completely or partially, until payment has been made in full, provided that Shore has issued a corresponding warning and granted an appropriate grace period which has expired without results. During the blockage, the Customer shall have no access to the data saved at Shore. If the Customer defaults in payment of the remuneration or a substantial part thereof for two months, or, alternatively, in the course of a period of more than two calendar months in an amount corresponding to twice the monthly service charge, Shore shall be authorized to terminate the Contract as per extraordinary cancellation.

9. DUTIES AND OBLIGATIONS OF THE CUSTOMER

9.1 The following duties to cooperate shall be the Customer's main duties and must not be classified solely as ancillary duties and obligations.

9.2 The Customer undertakes to provide a qualified contact person besides its representative who is authorized to make or immediately bring about all necessary decisions which are required to render the contractually agreed Service. The Customer undertakes to immediately communicate any changes in contact person (besides its representative).

9.3 Activation. The Customer shall activate the respective Service Plan (individual settings, entry/import of data, implementation of plug-ins) itself and shall be responsible for said Service Plan. This shall also apply if Shore assists the Customer with the activation.

9.4 Shore shall not be liable to effect any changes to Service Plans or Widgets requested by the Customer.

9.5 Legal use. The Customer shall use Shore's Services only in compliance with these contractual provisions, without infringing any third-party rights (e.g. copyrights, intellectual property rights) and while conforming to all applicable laws and regulations. When using the software, the Customer shall particularly comply with the rules on data protection, competition law, copyright law and with any applicable confidentiality obligations; furthermore, the Customer shall not process malicious or unlawful data and shall not abuse Shore's Services in any other way whatsoever.

9.6 Cooperation of the Customer, deadline for cooperation. Many Service Plans bookable by the Customer (e.g. website creation) require the cooperation of the Customer. The Customer undertakes to cooperate free of charge to the required extent during the rendering of the Services by Shore, particularly by providing all the data required for setting up the respective Service (e.g. access data to the website or contact details of the webmaster) and the necessary infrastructure and telecommunication facilities to access the Services. The Customer undertakes to take any cooperative steps in a reasonable time and form, and to observe any agreed deadlines or reasonable deadlines for cooperation set by Shore. Unless agreed

otherwise in the Contract, a period of five working days shall be understood as a reasonable deadline/time for collaboration on the part of the Customer. Shore shall not be responsible for delays which result from the Customer's sphere of influence.

9.7 The Customer undertakes to fulfill any technical requirements itself. The Customer shall use the latest version of the Google Chrome or Mozilla Firefox browser to be able to use Shore's offers and functions in an optimum manner. In addition, the use of cookies must be permitted in the settings of the browser used. If the Customer does not fulfill these technical requirements, the use of the Services may be limited in certain circumstances.

9.8 Deemed acceptance. The Customer shall be obliged to accept the final draft of the work (e.g. app or website) created by Shore within five business days, provided that it is free from any material defects. If the Customer does not fulfill this obligation and does not claim any defects, the work shall be deemed accepted by the Customer after this period has expired.

9.9 Security and responsibility of the Customer. The Customer shall maintain reasonable safety standards for the use of the Services by appropriately authorized users. The Customer shall be solely responsible for evaluating the suitability of the Services for its business operations and observing all applicable legal provisions with regard to its data and use of Services.

9.10 Customer wishes and specifications. If it is specified in the Service Specification of a Service Plan that particular Services will be rendered after discussion with the Customer or in accordance with the requests/specifications of the Customer, Shore shall make every effort to implement these agreements, requests and specifications insofar as these can be implemented by Shore with reasonable effort (proportional to the consideration from the Customer). Shore does not guarantee an exact technical implementation of customer requests and is under no obligation to do so, either. For example, when using elements from existing websites of the Customer, Shore will often not be able to exactly reproduce said elements.

9.11 Content provided by the Customer. Some Service Plans (e.g. app or website creation) require the Customer to supply the corresponding content (e.g. images, logos, texts, videos, design wishes, legal notice, etc.); Shore will then process said content and/or publish it within the scope of providing its Services. The Customer undertakes to make the respective required content available to Shore in a reasonable time and in Shore's prescribed market-standard format. The content provided by the Customer shall not be checked, legally verified, and also not proofread by Shore. Shore shall also not produce, edit, or make available texts, images, videos, graphics, or logos (unless required for the technical implementation of the Service).

9.12 Rights of use over content provided by the Customer. The rights of use over the content provided by the Customer shall remain with the Customer. Shore shall be

entitled to use the content provided by the Customer, particularly by copying, editing, distributing, making publicly accessible or publicly reproducing such content in any other way, provided this is required or reasonable within the scope of the provision of the Services. To this end, the Customer shall grant Shore the non-exclusive, transferable, sub-licensable and geographically unrestricted right to use the content provided by the Customer during the term of the Contract.

9.13 Responsibility for content provided by the Customer. The Customer shall be solely responsible for the content which it makes available to Shore and/or which is used by Shore at the initiative of the Customer within the scope of the provision of the Services. The Customer must ensure that it possesses all intellectual and industrial property rights and copyrights in the provided content (e.g. trademark rights, name rights, design rights and copyrights) to the extent this is required for the provision of Services by Shore. The Customer also undertakes to refrain from making any content available which violates statutory prohibitions, is deemed to be immoral (in particular, pornographic, racist, xenophobic, right-wing extremist or any other reprehensible content) or violates the rights of third parties (in particular, general rights of personality). Shore shall expressly assume no responsibility for the violation of intellectual/industrial property rights of third parties, nor shall Shore be responsible for violations of statutory prohibitions, morality or of the rights of third parties through the content made available by the Customer.

9.14 Emails and text messages. The customer shall send newsletters, text messages, emails and other communications via the Services only to those recipients who have given their legal consent, or – if applicable – in cases where the requirements of the relevant law against unfair competition are met. When in doubt, the customer shall obtain information about the legal permissibility of any electronic communication.

9.15 Required information. The customer is legally the provider and operator of the websites, in which he/she integrates Widgets of Shore. Shore performs its work in this respect as a technical service provider only. The customer shall ensure that the legally required information is provided, for instance the legal notice and the privacy policy. The customer shall also ensure that emails and other communications contain all mandatory information.

9.16 Backups. The Customer is obliged to retain copies of the data that it introduces into the system, and to regularly make backup copies of the data collected using the Shore Service. In the event that the Customer violates its obligation to maintain proper data backups, Shore's liability for any data loss shall be limited to those damages which would have occurred even if the Customer had performed proper regular backups.

9.17 System requirements. Unless otherwise permitted by Shore, the Customer must use the latest desktop browser version of Internet Explorer, Apple Safari, Google

Chrome or Firefox. Further system requirements may result from the user documentation.

9.18 Tax-relevant data. The customer shall be responsible for storing data in accordance with legal requirements (in particular the requirements of commercial and tax law).

9.19 Payment services. All payment services shall be exclusively provided by an external payment service provider and be subject to its general terms and conditions. The Customer agrees to provide Shore with complete information about itself and its company to enable Shore to use the services provided by this third-party entity. At the same time, the Customer authorizes Shore to transmit this information as well as any transaction data created through its use of these payment services to the payment service provider.

9.20 End-customer relationship. The Customer shall be responsible for structuring the legal relationship between the end-customer and itself, and for the corresponding Contract conclusion in respect to the provision of its Services.

10. CUSTOMER DATA AND DATA PROTECTION

10.1 Customer Data. Data concerning end-customers which is (i) passed on by the Customer to Shore (e.g. email, name, address, and other information), (ii) provided by the Customer to Shore for import (e.g. data exports from other systems), and (iii) generated by the Shore Services (e.g. booking requests, appointments or chat content) (jointly "Customer Data") corresponds to the Customer. Shore shall act solely as a technical service provider in this regard and treat such Customer Data as confidential. However, Shore shall be entitled to use Customer Data – also beyond the end of the Contract – in aggregated or statistical form for error analysis and further development of the software functions or for benchmarking.

10.2 Commissioned data processing. If the Customer Data is classified as personal data, the following shall be deemed to apply: Subject to the provisions under Clause 10.1 (iii) above, Shore shall process Customer Data solely for providing the contractual Services on behalf of and pursuant to the customer's instructions. Shore shall take appropriate technical and organisational measures to protect the Customer Data. Regarding its relationship with Shore, the Customer shall remain solely responsible for ensuring compliance with data protection rights and the legality of the collection, processing and use of Customer Data in accordance with statutory provisions. In particular, the customer shall obtain any necessary approval and provide a privacy notice.

10.3 Transaction data. In cases in which Shore's Services include the use of payment services provided by an external payment service provider, the corresponding

transaction data shall be stored solely by this payment service provider and not by Shore.

11. LIABILITY FOR DEFECTS

11.1 Freedom from defects and quality. Shore shall provide the Services owed under the Contract free from material and legal defects, provided that not only service contract components are concerned. The Services shall be deemed free from defects if they have the agreed-upon quality and are suitable for the purposes laid out in the Contract. The software provided under the Contract satisfies the criterion of practical suitability and is of a quality typical for software of this type. A negligible reduction in quality shall not be considered. Claims due to any functional impairments or service interruptions shall be excluded if these malfunctions result from (i) incorrect or inadequate use of the Services (such as misuse in disregard of instructions contained in the user documentation) or (ii) use of the Services within a system environment and/or in combination with hardware, software or technical infrastructure which are defective or do not correspond to the requirements indicated by Shore to the Customer. The obligation to remove any defects in the software provided under this Contract does not include its adaptation to changing operating conditions nor to technical and operational developments such as a change in the information technology environment, in particular a change in the hardware or operating systems (e.g. new mobile devices or operating systems), adaptation to the functionality of competing products or establishing compatibility with new data formats.

11.2 Customer specifications. The Customer has verified before conclusion of the Contract that the specifications of the software meet its wishes and needs. It is aware of the essential operating features and conditions of the software.

11.3 Correction of defects. The Customer shall immediately report any defects in the Services to Shore and explain the particular circumstances which led to them occurring. Shore shall remedy the defect within a reasonable period. In the case of software defects, Shore shall be entitled to show the Customer temporary workaround options and to remedy the defect at a later moment by means of a software adaptation, provided this can be deemed reasonably acceptable for the Customer.

11.4 Deadlines. Deadlines set by the Customer must be in written form to be effective. There must be a reasonable grace period.

11.5 Initial defects. The strict no-fault liability of Shore for initial defects is hereby excluded. The fault-based liability of Shore shall remain unaffected.

11.6 Liability for hardware defects. Unless expressly otherwise agreed, the customer's claims for defects when purchasing hardware shall comply with the statutory provisions, with the following modifications:

(a) With regard to the quality of the Services, only Shore's own information and the manufacturer's product descriptions are binding; public promotions and statements or other advertising of the manufacturer or third parties do not have a binding effect.

(b) The Customer undertakes to have a knowledgeable person inspect the goods according to commercial regulations immediately after delivery or from the moment it has been made accessible to him/her, and to immediately notify Shore of any defects identified, providing a detailed description of the identified defects. The purchaser shall thoroughly test each module for usability in the specific situation before they begin using it productively. This shall also apply for programs which the purchaser receives within the scope of the warranty and a maintenance contract. This shall also apply for hidden defects identified later, from the time they are discovered. In the event of a violation of the obligation to inspect and give notice of defects, the assertion of warranty claims shall be excluded.

(c) If defects are discovered, Shore shall guarantee at its discretion warranty through rectification or replacement (supplementary performance). In the case of rectification, Shore is not obliged to bear the increased costs which result from bringing the goods to a place other than the place of performance, unless the act of bringing the goods to such other place corresponds to the proper use of the goods.

(d) If two attempts to remove the deficiency have been unsuccessful, the Customer shall have the choice of demanding a reduction or withdrawing from the Contract.

(e) The warranty period shall be one year after delivery of the goods.

11.7 Statute of limitations. The right to claim for defects shall expire within 12 months. This shall not apply in the event of claims for damages and compensation for which Shore is liable by law.

11.8 Legal regulation. Apart from that, the applicable statutory rules for liability for defects shall apply.

Any other liability on Shore's part shall be excluded regardless of its alleged legal basis, except where Shore is legally liable for damages, including, but not limited to cases of injuries caused to the life, limb or health of a person, the undertaking of a warranty, the fraudulent concealment of a defect, or as provided by the applicable product liability law.

12. INDEMNIFICATION OBLIGATION OF THE CUSTOMER

If Shore is made liable by third parties (including public authorities) for any illegal content, violation of intellectual/industrial property rights or copyrights, or other reasons from the Customer's sphere of influence (as a third-party or co-disturber), for

example by seeking an injunction, revocation, correction, payment of damages or otherwise, or if third parties assert claims against Shore concerning legal violations, alleging that the Customer failed to fulfill its statutory or contractual obligations (e.g. by sending emails and thereby infringing data protection or competition laws or by failing to include mandatory information), the Customer shall be obligated to indemnify Shore for any and all damages, disadvantages and costs (including reasonable legal fees incurred for legal defense). The Customer is furthermore obliged to support Shore in any possible way to avert such claims.

13. LIMITATION OF LIABILITY

13.1 Exclusion of liability in certain cases. Shore shall only pay damages or reimburse futile expenses regardless of their legal basis (e.g. arising from obligations created by legal transactions and obligations similar to legal transactions, due to material and legal defects, breach of duty and torts) to the following extent:

(a) Liability in the case of intent and under a guarantee shall be unrestricted,

(b) In the case of gross negligence, Shore shall be liable in the amount of typical damage that was foreseeable upon conclusion of contract.

(c) In the case of minor negligent violation of cardinal obligations which jeopardizes the fulfilment of the purpose of the contract, or the violation of obligations which are essential prerequisites for the proper execution of this contract and the fulfillment of which the Customer must be able to reply on (e.g. complete loss of Customer data without any possibility of reconstructing old data), Shore shall be liable for all claims resulting from and in connection with the contract as a whole in the amount of the typical damage that was foreseeable upon conclusion of contract.

Shore shall be entitled to raise the objection of contributory negligence. The Customer shall have the particular obligation to carry out data backups and to protect itself against malware according to the current state of technology.

Any other liability on Shore's part shall be excluded regardless of its alleged legal basis, except where Shore is legally liable for damages, including, but not limited to cases of injuries caused to the life, limb or health of a person, the undertaking of a warranty, the fraudulent concealment of a defect, or as provided by the applicable product liability law.

13.2 No guarantees. All guarantees given by Shore must be in writing and shall only be interpreted as such if they are explicitly referred to as "Guarantees".

13.3 Limitation on the amount. In cases where Clause 13.1 (c) applies, Shore shall only be liable for damages that can be typically foreseen with this type of Contract, and in

any case limited to an amount which corresponds to the consideration that Shore has received from such a Customer in the last twelve months.

13.4 Employees and agents of Shore. The limitations of liability contained in Clause 13 shall also apply to claims against employees and agents of Shore.

14. CONTRACT TERM AND TERMINATION

14.1 Term. This Contract shall take effect with the bilateral signing of the order form (cf. Clause 1.3) and shall have, unless otherwise agreed, an initial duration of 12 months, which will be extended subsequently for further periods of 12 months (extension period), unless it is terminated by Shore or the Customer with notice of one month before the end of the initial or an extended term.

14.2 Form. Services can be cancelled in writing, by fax or email. Terminations on behalf of the Customer shall be sent by email to service@shore.com.

14.3 Extraordinary termination. The right to an extraordinary termination shall remain unaffected. A good cause which entitles Shore to extraordinary termination shall exist in particular when the Customer sends illegal advertising emails using the Services, allows third parties to use the Services or uses the Services for third parties (c.f. Clause 1.9).

14.4 Data at the end of the Contract term. At the end of the Contract term, the Customer shall no longer be able to access its Customer data. It is the Customer's responsibility to export any Customer Data before the end of the Contract term using the export function of the Shore software and to store it for further use. Shore has no obligation to hand over Customer data beyond that point (e.g. providing an SQL dump or in any specific format). Shore shall delete the Customer data at the end of the Contract term, unless Shore is legally required to store it. If the data elimination is possible only with disproportionate effort (e.g. in backups), Shore can instead block access to such Customer data in compliance with data protection norms.

15. CONFIDENTIALITY

15.1 Shore and the Customer undertake to protect all information, data and documentation that they gain access to before and within the scope of fulfilling the Contract and that have either been designated as confidential or are deemed to be confidential in accordance with the circumstances of their passing on or their content, including all records and copies created for this purpose and this Contract (jointly "Confidential Information") for an unlimited time in the manner that they protect their own equivalent confidential information, or at least treat them as confidential with the due care of a prudent merchant. Passing on information to third parties is only permitted if this is required to exercise rights or to fulfill the Contract, and such third

parties are subject to largely similar confidentiality obligations as those regulated herein.

15.2 Clause 15.1 shall not apply if Confidential Information (i) is publicly available at the time of the disclosure without prior infringing activity or omission contrary to duty on the part of the receiving party; (ii) was already in the possession of or known by the receiving party; (iii) was legally disclosed without constraints to the receiving party by another person; (iv) has been developed by the receiving party without access to any Confidential Information of the disclosing party; or (v) must be disclosed due to an administrative order in accordance with statutory or regulatory provisions or due to a legally binding court ruling.

15.3 Neither of the Parties shall use the name of the respective other party in advertising or similar activities without their prior consent. However, Shore shall be authorized to use the Customer's name in customer reference lists, or within the scope of its marketing activities.

16. FINAL PROVISIONS

16.1 Transfer of Contract. The customer may not assign or transfer the Contract or contractual rights or duties to third parties without Shore's prior written consent. Shore shall be entitled to transfer the contractual relationship with the customer to any company affiliated with Shore.

16.2 Amending the Contract and the GTC. Shore shall be authorized to modify the content of the existing Contract as well as these General Terms and Conditions with the Customer's consent. Such consent shall be deemed to have been given if the Customer does not object to a change within four weeks of receiving the corresponding notification. Shore shall announce the planned change to the existing Contract (in particular price adjustments) as well as to these GTC in a timely manner, i.e. at least four weeks in advance. Within the scope of a notification of change, Shore commits itself to draw the Customer's attention to the consequences of a failure to object thereto. If fundamental rights of the Customer or fundamental obligations of Shore to the Customer were more than just minimally affected by a planned change to the existing Contract or these GTC to the detriment of the Customer, Shore shall enable the Customer to withdraw from the Contract through early termination before the effective date of the change. In such cases of extraordinary termination, Shore shall refund proportionally any fees paid in advance by the Customer for the period after the termination date.

16.3 Declarations. Unless otherwise provided for, notifications and declarations can only be made in writing (e.g. by email). Shore can use the customer's email address indicated on the order form for this purpose. The customer agrees to inform Shore of any changes thereto without undue delay.

16.4 Text form. Amendments to this Contract must be made in writing (e.g. via email, letter or fax). The same shall apply to an abandonment of this form requirement.

16.5 Offsetting, retention. The customer can only offset claims by Shore against undisputed or legally established claims. A right of retention or the defense of unperformed contract shall only be available to the customer for undisputed or legally established counterclaims resulting from this contractual relationship.

16.6 Applicable law. This Contract shall be governed exclusively by the laws of the State of California, under exclusion of the UN Convention on Contracts for the International Sale of Goods. Conflict-of-law rules shall not apply.

16.7 Place of jurisdiction. If the Customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction shall be that at the place of Shore's registered office. Shore shall still be entitled to take legal action against the Customer at the place of its registered office.

16.8 Severability. If any individual provisions of this Contract are or become invalid, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be replaced by another valid provision which corresponds to the originally intended purpose and the economic result that the Parties would have agreed upon in good faith. The same shall apply in the event of a contractual gap.