**General Terms and Conditions
for Software Licenses and Accompanying Services**

(Effective 01 September 2020)

These General Terms and Conditions for Software Licenses and Accompanying Services ("**General Terms and Conditions**") apply to software distributed and accompanying services provided by Maltego Technologies GmbH, a company registered in the district court Munich, Germany under no. HRB 236523 (hereinafter referred to as "**Licensor**") to its customers (hereinafter referred to as "**Licensee**").

Unless agreed otherwise Licensor distributes software licenses by way of Subscription Plans. By subscribing to a Subscription Plan Licensee acquires temporary rights to use software and will be given access to optional Accompanying Services. The specific scope of each Subscription Plan is specified on Licensor's website. In addition, these General Terms and Condition apply. (Licensor and Licensee also referred to as "**Party**" and collectively the "**Parties**").

I.   Software Licenses

1.   Scope of Software Licenses

1.1.   By subscribing to a Subscription Plan Licensee will be granted a worldwide, non-exclusive, non-transferrable and non-sublicensable right to temporarily use the respective Software ("**Software License**").

1.2.   Unless agreed otherwise Software Licenses are personalized and valid only for specific Users (but every User may use the Software on several computers or mobile devices). If the Licensee wishes more than one person, e.g. several users, to use Software it needs to subscribe the needed number of Users under the Subscription Plan.

1.3.   Software Licenses entail the right to download, install and run the respective Software. Apart from that, the Licensee is only entitled to copy and edit the Software, as far as it is legally permitted to do so by the German Copyright Act and only in the event that the necessary information is not provided by the Licensor upon request by the Licensee. The Licensee may create backup copies, restricted to absolutely necessary numbers, should it be necessary to do so due to reasons of data security or the retention of a quick reactivation of the computer system after a total failure of the scheduled backup of the total data storage. The backup copies may only be used for archive purposes.

1.4.   Except as permitted by sec. 1.3. the Licensee has no right to reproduce or copy the Software or its Documentation. The Licensee shall not translate, adapt, develop, vary, modify, disassemble, decompile or reverse engineer the Software or allow any third party to do so, except to the extent permitted by applicable law. The Licensee shall not intentionally or gross negligently circumvent any licensing, control, security or encryption features or reverse engineer any communication protocols. The Licensee is not permitted to sell, lend, rent, offer for sale, prepare a derivative work, export, have made, display to third parties, distribute or sublicense the Software or to reproduce or to make the Software or the Documentation available to third parties. The Licensee's right according to sec. 69e paras. (1), (2) German Copyright Act remains unaffected.

1.5.   Copyright markings, serial numbers as well as other characteristics serving purposes of identification of the Software, may not be eliminated or changed. The same applies to suppressing the display of such features on the screen.

1.6.   The Licensee shall be obliged to take suitable measures to prevent unauthorised access to the Software and its Documentation by third parties. The Licensee shall keep the original data that was supplied to it and the backup copies in a safe place secured against unauthorised access by third parties. Compliance with these General Terms and Conditions and with the provisions of copyright law must be emphasised to the Licensee's employees and the Licensee shall be liable to Licensor for the actions of the Licensee's employees.

1.7.   Software Licenses for the Software editions "Licensor Community Edition / Kali Edition" as well as licenses granted for free for testing and evaluation purposes or under special promotion campaigns only grant a limited right of use for non-commercial purposes and may not be used for commercial benefit or monetary compensation ("Free Version").

2.   Intellectual Property

2.1.   Software Licenses under this General Terms and Conditions may refer to both software that is the intellectual property of Licensor and software that is the intellectual property of Paterva (Pty) Ltd. (incorporated in South Africa under registration number 2008/005705/07) (in any case hereinafter referred to as "**Software**"). In the latter case Licensor acts as reseller for Paterva software. Licensor warrants that it holds sufficient right to sell and grant rights to use Paterva software.

2.2.   Should Software contain intellectual property of Paterva, the user of the Software may be asked on its first usage to confirm that it will respect the intellectual property rights of Paterva (by confirming Paterva's End User License Agreement via tick-box). Licensor warrants that the user rights conveyed under Paterva's End User License Agreement do not fall below the scope of Licensee's rights subscribed to according to this General Terms and Conditions. These General Terms and Conditions shall supersede Paterva's End User License Agreement.

3. Legal and Export Compliance

3.1. It is the Licensee's responsibility to ensure that its use of the Software conforms with all applicable laws, in particular for countries in which the Software is used. The Software may not be used for the generation of unsolicited email (spam) or for other unlawful purposes. The Licensee warrants that it is not included on any list of sanctioned or ineligible parties maintained by the United States, the European Union or Germany. In particular, Licensee warrants that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control ("SDN List") or the Consolidated List of UN, EU, and UK Financial Sanctions.

3.2. Licensee warrants that it will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and services, or any other items that may be provided by Licensor, directly or indirectly:

(a) to or for end-use by any person or entity that is included on any list of sanctioned or ineligible parties maintained by the United States, the European Union or Germany; and

(b) to or for end-uses prohibited by United States, the European Union or German export or sanctions laws and regulations.

3.3. Licensee shall indemnify Licensor against all third-party liability, claims, damages, cost and expenses suffered as a result of the Licensee's use of the Software not complying with applicable law or the Licensee's breach of the warranties in sec. 3.1. and sec. 3.2.

4. Deployment and Infrastructure

4.1. As specified in the Subscription Plan Licensee has subscribed to, the Software may connect via internet to external servers, on which Transforms will run ("**Public Servers**"). Public Servers may be operated by Licensor, Paterva or any reputable third-party data center located in the United States or European Economic Area. When Licensee exchanges data with Public Servers of third parties, it is Licensee's exclusive responsibility to conform with all applicable United States or European Economic Area laws (including, but not limited to data protection laws) applicable.

4.2. Software may be deployed within the IT infrastructure of the Licensee´s organization, i.e. Licensee will host the software on its own servers or on servers that Licensee controls ("**On-Premise Solution**"). If Licensee has subscribed to a Subscription Plan designated for an On-Premise Solution, it is exclusively Licensee´s responsibility to ensure that Licensee´s server infrastructure runs properly.

5. Data Integration

5.1. Software Licenses encompass the right to start, run and use software tools ("**Transforms**") that fetch data from a variety of sources and databases. Transforms are available on the online platform Transform Hub which is directly accessible via the Software. The available Transforms are listed in Licensor's Transform Guide which is published on Licensor's website and may be updated from time to time.

5.2. Licensor is not responsible or liable for the content, functionality and results of Transforms. Transforms may connect to external servers and databases operated by third parties. Licensor takes no responsibility as to the data protection standard or any other security aspect of these external sources of information; Licensee uses them at its own risk. The availability of the content or services is at the sole discretion of the third party and may be subject to usage agreements and other restrictions. The Transform Servers' availability and quality of service is at the sole discretion of the respective third party provider.

5.3. The Transforms may use open source software that is provided by a third party. Before using any open source or third-party add-on code within the Software, Licensee will ensure that it has sufficient right to use the open source code or third-party add-on code. Licensee will be responsible for ensuring that any licensing obligations regarding third party add-on code or open source software used with the Software are satisfied. Licensor will not be liable to, and will be indemnified by Licensee for any claim that may be brought because of Licensee's use of open source code or third-party add-on code with the Software in each case that is not provided by Licensor. Licensor is not responsible for the content, functionality and results of open source software or third-party add-on codes in each case that is not provided by Licensor.

5.4. Licensor may modify the offering of and/or conditions for using Transforms at any time. The conditions for using Transforms may depend on the type of Subscription Plan to which Licensee has subscribed.

II. Accompanying Services

6. Standard Support

6.1. For the duration of each Subscription Plan, Licensor provides support by the following means ("Standard Support"):

(a)   Licensor provides a basic e-mail support. Requests by e-mails will be answered in due time. The e-mail address for support requests is published on Licensor's website.

(b)   Licensor provides an extensive online documentation portal.

(c)   Licensor may release updates of the Software. However, Licensor has no obligation to create or release any updates. In any case, Licensor is not obliged to provide any support for previous versions of the Software as soon as an update for this Software is available.

6.2.   The Standard Support is provided without any additional charge.

7.   Additional Services

7.1.   Licensee may order additional support services. The scope and pricing of additional support services shall be defined in separate Statements of Work which Licensor may provide on Licensee's request. The pricing for additional support services may depend on the Subscription Plan to which Licensee has subscribed.

7.2.   Further, Licensee may order other accompanying services such as Transform Writing, Integration Consulting, Onboarding, Deployment Support or Learning and Training Units. In this case the Parties will define the scope of such other accompanying services in separate Statements of Work and agree on the pricing conditions. The pricing for other accompanying services may depend on the Subscription Plan to which Licensee has subscribed.

8.   Learning & Training Courses

8.1.   Licensor provides training and learning sessions on the usage and functionalities of the Software as described on Licensor's website (hereinafter "**Training Courses**").

8.2.   Generally, Training Courses are offered as paid services and may be ordered online or by individual communication, e.g. via e-mail.

8.3.   The commercial conditions for providing Training Courses and their content are described on Licensor´s website. The fees for ordered Training Courses are due as indicated on the invoice.

8.4.   To the extent appropriate, all regulations of this General Terms and Conditions apply to Training Courses.

III.   Commercial Terms and Conditions

9.   Order Process

9.1.   Licensee may choose between different Subscription Plans. All available Subscription Plans (including a description of their respective scopes) are published on Licensor´s website. When subscribing to a Subscription Plan Licensee specifies the number of users that are going to use the Software ("**Users**"). Each User will be charged additionally.

9.2.   Licensee may subscribe to Subscription Plans in one of the following ways:

(a)   If Licensee subscribes to a Subscription Plan online via Licensor's website, Licensee makes a binding offer by completing and submitting the online order form and confirming to accept these General Terms and Conditions and the data protection statement by ticking the respective box. The subscription shall become effective, as soon as Licensor sends via e-mail an explicit declaration of acceptance to Licensee. An automatic order confirmation of the Licensor does not constitute a declaration of acceptance. In any case, the invoice sent by Licensor to Licensee constitutes a declaration of acceptance.

(b)   If Licensee has requested a quotation from Licensor or has sent a purchase request to Licensor, Licensor will send a binding offer via e-mail including these General Terms and Conditions. The subscription shall become effective, if Licensee confirms the order via e-mail to Licensor.

(c)   If these General Terms and Conditions have not been effectively agreed upon according to sec. 9.2. (a) or (b), then at the latest the subscription including these General Terms and Conditions is deemed concluded with the user installing, copying, or otherwise using the Software. This is explicitly the case, if the user is rightfully using a training, trial or other free version of the Software ("Free Version").

10.   Delivery

10.1.   Upon or with the valid subscription Licensor will send an Electronic Delivery Document by e-mail to the Licensee. The Electronic Delivery Document will specify the Subscription Plan to which Licensee has subscribed as well as the number of Software

Licenses subscribed under the Subscription Plan and provide the necessary access information for downloading and installing the Software as well as links for downloading the documentation.

10.2. Software will be delivered by download; no hardware is included.

10.3. If Licensee is provided with access data for the download (such as logins, passwords, etc.), it will keep all access data strictly confidential and will refrain from passing it on to third parties. The Licensee will take reasonable measures to protect access data against unauthorized use by third parties. The Licensee will immediately notify Licensor in writing, if any access data is accessed by any unauthorized party.

10.4. Accompanying Services will be delivered as described in Part II and/or in a respective statement of work.

11. Subscription Term

11.1. Subscription Plans are subscribed for a specific period of time ("**Subscription Term**") as specified in the Electronic Delivery Document. The Subscription Plan becomes active with the start of the Subscription Term as specified in the Electronic Delivery Document and/or invoice.

11.2. To prolong a Subscription Plan by further Subscription Terms, Licensee may choose between the following options ("**Renewal Process**"):

(a) If Licensee requests a prolongation of its current Subscription Plan by email prior to the elapse of the current Subscription Term, the Subscription Plan will be prolonged by an additional period of time which equals the period of time of the current Subscription Term.

(b) If the current Subscription Plan is not terminated by either Party in writing (email suffices) four weeks before the expiry of the current Subscription Term, the Subscription Plan will be prolonged by an additional period of time which equals the period of time of the current Subscription Term. Such renewal may occur several times until the Subscription Plan is terminated in due time.

12. Changing Number of Users

12.1. At any time, Licensee may subscribe further Users under an Active Subscription Plan. If Licensee makes use of this right during a running Subscription Term, Licensee shall pay the fees for the additional Users for the whole Subscription Term which is still running. Should the Subscription Plan end with the expiry of the current Subscription Term, the user rights of all Users will simultaneously end with the end of the current Subscription Term, even if Users have been subscribed during the Subscription Term. Should the Subscription Plan be prolonged according to sec. 11.2., all Users that are subscribed in this moment will be prolonged for the next Subscription Term.

12.2. Under an Active Subscription Plan Licensee may reduce the number of Users only with effect to the end of the current Subscription Term, if the Licensee terminates the Users in writing (e-mail suffices) four weeks before the expiry of the current Subscription Term.

12.3. If Licensee neither reduces nor increases the number of Users according to sec. 12.1. and sec. 12.2. the Subscription Plan will renew according to sec. 11.2. with the same number of Users.

13. Termination of Subscription Plans

13.1. Licensor may terminate the Subscription Plan for cause,

(a) if Licensee is in delay with payments owed to Licensor by more than four weeks, or

(b) if the Software is used in violation of the limitations stipulated in sec. I. or is used for unlawful purposes or actions, or

(c) if Licensee commits a material breach of this General Terms and Conditions and, if such breach is capable of remedy, fails to remedy the breach within 10 days of receiving a respective request from Licensor, or

(d) if Licensee becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.2. The notice of termination must be in writing (e-mail suffices) and must be issued within two months after Licensor gained knowledge of the circumstances which entitle it to terminate.

13.3. Notwithstanding the termination rights according to sec. 13.1., the Parties waive their right to ordinarily terminate Software Licenses.

13.4. With any lawful termination of the Subscription Plan the Licensee's right to use the Software expires. In this case, the Licensee must immediately and completely discontinue the use of the Software, delete all copies of the Software installed on its systems and delete the backup copies that may have been created unless the Licensee is required by law to retain the copies. Licensor

may deactivate the license keys provided to the Licensee and terminate the Licensee's access to the Transform Hub and/or Public Servers ("kill switch") and the Licensee shall have no claims against Licensor in this regard.

13.5. Without prejudice to the preceding sections, Licensor always has the right to discontinue one or several of its Subscription Plans, Software and/or Accompanying Services. If it does so, Subscription Plans and/or Software Licenses for discontinued Software terminate automatically at the end of its duration. A notice of termination is not necessary.

14. Payments

14.1. The Licensee shall pay a Subscription Fee to the Licensor for the Subscription Plan the Licensee has subscribed to.

14.2. Unless agreed otherwise the Subscription Fee is to be paid in full no later than 30 days after the receipt of the Electronic Delivery Document (Sec. 10.1.) or of the respective invoice. Invoices will be sent by e-mail and will specify the Subscription Plan.

14.3. Applicable value added tax (VAT), sales tax or equivalent taxes at the applicable rate will always be added to the prices and fees, as far as such taxes are imposed by law. Any additional charges, import duties or taxes applicable in the country of the Licensee on installation, usage or delivery of the Software are to be borne by the Licensee. Should the Licensee by whatever means bring the Software into or use the Software in another domestic jurisdiction and should this trigger additional VAT, taxes, charges, import duties or other taxes, they are to be borne by the Licensee; the Licensee shall indemnify Licensor against all claims, liability, costs and expenses in this regard.

14.4. The Licensee is prohibited from withholding payment to Licensor based on any set off claims or through the exercise of a right of retention against monetary claims of Licensor resulting from this Agreement, unless the Licensee's claims are undisputed or finally adjudicated.

14.5. In case the Licensee is using a Free Version of the Software then he is bound by these General Terms and Conditions but does not need to pay a fee for the Software License. By derogation of sec. 13.3., each Party has the right to ordinarily terminate the Software License for a Free Version by providing the other Party with a termination notice in writing (e-mail suffices) or in the user interface of the Software with a notice period of two weeks.

IV. Regulations Applicable to Resellers

15. Process of Reselling

15.1. Licensor may appoint Licensee as Reseller for Subscription Plans. In this case the stipulations of this sec. 15. apply to the relationship between Licensor and the Reseller. In addition, all other regulations contained in this General Terms and Conditions apply, as far as they are adequate.

15.2. The Reseller is entitled to distribute Subscription Plans with the scope as defined on Licensor´s website on its own behalf to its own customers ("**Customers**"). The Parties may agree on a group of target Customers and/or a geographical area for Reseller's distribution activities. When distributing Subscription Plans Reseller may use its own contractual conditions. However, Reseller has to ensure that its contractual conditions comply with sec. I. and sec. II.

15.3. After Reseller has concluded a contract with a Customer on a Subscription Plan, it will notify Licensor of the contact details of the Customer. Depending on the Subscription Plan the Customer has subscribed to, Licensor will issue the respective Electronic Delivery Document to the Customer according to sec. 10.

15.4. Reseller has to comply with all embargo-based restrictions Licensor and/or the Software is subject to.

V. General Regulations

16. Limitation of Liability

16.1. Each Party shall be liable under this General Terms and Conditions and/or the Software Licenses issued only in accordance with the following provisions. Any additional categories of liability of each Party are expressly waived by the other Party.

16.2. Each Party shall be liable for losses caused by the breach of its primary obligations expressly stated in the Agreement. Except for breaches under sec. 17. (Indemnification) and sec. 18. (Confidentiality), each Party's liability for breaches of its primary obligations through simple negligence, shall be limited to the amount Licensor received or is entitled to receive as remuneration pursuant to the respective Subscription Plan for the current Subscription Term.

16.3. The Licensee is obligated to take sufficient data backup measures not less often than on a daily basis in order to limit the risk of data losses.

16.4. Except for breaches under sec. 17. (Indemnification) and sec. 18. (Confidentiality), any liability of Licensor for a malfunction of Software is limited to the amount Licensor received or is entitled to receive as remuneration pursuant to the respective Subscription Plan for the current Subscription Term.

16.5. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY, HOWEVER ARISING, IN NO EVENT WILL LICENSEE OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

17. Indemnification

17.1. Licensor shall indemnify and defend Licensee for any third party claim, suit or proceeding brought against Licensee based on an allegation that Software as delivered hereunder infringes upon any patent or any copyright or violates any trade secret rights, other intellectual property and or privacy rights of any third party ("Infringement Claims"), provided Licensee promptly notifies Licensor in writing of its notification or discovery of an Infringement Claim.

17.2. Licensor shall pay reasonable attorney's fees, court costs, and damages finally awarded in such Infringement Claim and the reasonable costs associated with Licensor's settlement of any Infringement Claim. Licensor will have sole control over the defence or settlement of any Infringement Claim, and Licensee will provide reasonable assistance in the defence of same. Licensor will reimburse Licensee for reasonable expenses incurred in providing such assistance.

17.3. Licensor assumes no obligation to indemnification for any claims based on Transforms of third parties or any results generated by the operation of Transforms.

18. Confidentiality

18.1. The Parties are obligated to maintain the strict confidentiality of all information, business secrets and data disclosed or handed over and/or otherwise made accessible during the cooperation and the execution of this General Terms and Conditions ("**Confidential Information**"). Such Confidential Information shall not be shared in whole or in part with third parties. Measures that serve the purpose of this Contract shall be permitted.

18.2. The following information shall be considered Confidential Information:

(a) the licence keys,

(b) Licensor´s information regarding Licensor's pricing policy, product roadmaps or strategic marketing plans,

(c) information regarding Licensee's product roadmaps or strategic marketing plans.

(d) non-public materials relating to the Software.

18.3. The confidentiality obligation shall not apply to information which:

(a) was already known to a Party prior to the conclusion of a contract without an obligation of confidentiality,

(b) is public, unless such fact has become public due to a culpable breach of a confidentiality obligation under this Agreement,

(c) is rightfully received by from a third-party without a restriction on disclosure or use,

(d) is developed completely independently from discloser's Confidential Information, or

(e) has been explicitly designated as not confidential.

18.4. Each Party shall be entitled to share Confidential Information only with those employees, affiliates, group entities, independent advisors or service providers who are concerned with the completion, implementation or fulfilment of a Subscription Plan, to enable usage of the Software or to provide support and related services. Each Party shall ensure that such persons are obliged to keep the confidential information received confidential, and are bound by confidentiality restrictions at least as restrictive as those contained herein unless such persons are bound by a professional confidentiality obligation, e.g. as an attorney, tax advisor or auditor.

18.5. If disclosure is required by law, the Party receiving the Confidential Information shall inform the Party that produced the Confidential Information that disclosure is required by law reasonably prior to disclosure to permit the producing Party to intervene to restrict disclosure of Confidential Information. Such party shall only disclose that portion of the Confidential Information required to be disclosed. This Agreement may be produced in the Pending Litigation with the designation "Confidential – Attorney Eyes Only," or a comparable designation.

18.6. After termination of a Subscription Plan, each Party shall delete all data received, notes and copies thereof, if any, in due course, unless the receiving Party is obliged by law to retain the Confidential Information.

18.7.   These confidentiality obligations remain in force for twelve months after termination of this General Terms and Conditions.

19.   Product Conformity

19.1.   The Documentation may include end user manuals, operation instructions, installation guides, release notes and on-line help files as well as the product specifications, illustrations, drawings, particulars, performance data and other data and information provided on Licensor's website or otherwise made available, contain only a product description and shall not be deemed to constitute a guarantee or any other kind of warranty of specific characteristics unless explicitly referred to as such.

19.2.   Defects of the Software that constitute a non-conformity must be identified in writing with a comprehensive description of the error symptoms, and if possible evidenced by written recordings and Software log files, hard copies or other documents demonstrating the defects. The notification of the defect must include sufficient specificity such that the error can be reproduced. This shall not affect the statutory obligation of the Licensee to inspect and notify defects.

19.3.   The Licensee must inspect the Software for obvious defects without delay and any defect discovered must immediately be reported to Licensor in writing. The same applies if any such defect is subsequently discovered. Providing Software to the Licensee by download from a server via internet shall be deemed a delivery within the meaning of this sec.

19.4.   Licensor is not obligated to do any installation and configuration services. Licensor does not give any warranty that the hardware and software environment of the Licensee's computer system fulfils the requirements of the Software provided by Licensor. The respective Documentation enumerates the system requirements necessary for running the Software.

20.   Alteration of the General Terms and Conditions

20.1.   The Licensor has the right to alter the General Terms and Conditions in the following procedure:

(a)   The Licensor sends a written (e-mail suffices) declaration ("Declaration") to the Licensee informing the latter about the new General Terms and Conditions and the point of time at which the changes shall become effective.

(b)   The Declaration must reach the Licensee at the latest four weeks before the changes shall take effect. A Declaration that is sent to the latest e-mail address, that was specified by the Licensee (e.g. in the order process), shall be deemed received by the Licensee. The Licensor may also use other means to deliver the Declaration to the Licensee (e.g. a pop-up window in the Software).

(c)   Within two weeks from receipt of the Declaration, the Licensee has the right to terminate the agreement with effect from the date upon which the changes shall take effect.

(d)   If the Licensee does not terminate within the period stipulated in paragraph (c) above, the Licensee will be deemed to have accepted the new General Terms and Conditions as per the Declaration.

(e)   In the Declaration the Licensee will be informed about the consequences of its reaction to the Declaration and its right to terminate the agreement.

21.   Miscellaneous

21.1.   Only with the prior written consent of a Party, the other Party may assign claims and rights to third parties.

21.2.   No verbal side agreements exist. Amendments or additions to contractual agreements between the Parties must be made in writing (e-mail suffices) and must – on the side of the Licensor – be performed by a duly authorized person explicitly stating that the amendment or addition changes the contractual agreement between the Parties. This also applies if this form requirement shall be suspended.

21.3.   Should one or more provisions of this General Terms and Conditions or other written Agreements be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. In place of the invalid or unenforceable provision, such legally valid and enforceable provision shall apply which reflects as closely as commercially possible the spirit and purpose of the invalid or unenforceable provision.

21.4.   The courts of Munich, Germany shall have exclusive jurisdiction over all disputes under and in connection with Software License Agreements, provided that Licensee is a merchant within the meaning of the German Commercial Code or if upon the commencement of legal proceedings, the Licensee has no place of business or ordinary residence in Germany.

21.5.   The place of performance for all services arising from contracts between the Parties is the seat of the Licensor.

21.6.   The contractual relation between the parties shall be subject to the law of Germany, excluding the United Nations Conventions on the International Sale of Goods (1980).