

## GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

TRENZ AG runs online portals where subscriptions electronic products can be purchased. For all orders which are placed via these online portals and for all our deliveries and services the General Terms and Conditions (AGB) shall be valid, unless otherwise agreed. Any deviating agreements before a contract is concluded or when the contract is concluded must be made in written form.

### § 1 CONTRACTING PARTNERS

1. The customer's contracting partner is TRENZ AG (hereafter referred to as TAG), Neidenburger Str. 14, D-28207 Bremen (Germany), represented by the board, Frank Diegel and Stefan Gerdts.
2. The notification and the debt collection procedure shall be carried out on behalf of TAG, Neidenburger Str. 14, 28207 Bremen.

### § 2 CONTRACT

The contract is concluded, if the customer orders the product on a website by TAG or via TAG's online portal, or if the customer registers (offer), and TAG sends the product to the customer, activates the customer's access, makes the download available or sends a link with a confirmation to the customer (acceptance).

### § 3 REVOCATION RIGHT FOR PRIVATE CUSTOMERS/CONSUMERS FOR GOODS DELIVERIES Revocation Instruction

You have the right to withdraw from this contract within a period of 14 days without giving reasons. The right of revocation is 14 days and begins earliest upon receipt of the goods by you or by a third party designated by you, and who is not carrier of the goods. In order to exercise the right of withdrawal, an unequivocal declaration of withdrawal has to be sent in written form to TRENZ AG, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.ag in written form (this can be a letter sent by postal mail, a fax or an e-mail) in order to inform us about your decision to cancel this order. You can use the enclosed sample form, however, this is not mandatory. In order to comply with the period of withdrawal, it is sufficient to send the declaration of withdrawal before the withdrawal period has expired.

#### Consequences of Cancellation

If you cancel this contract, we will be obliged to refund all payments received by you, including delivery costs (except for any additional costs resulting from your decision to prefer a mode of delivery other than the cost-efficient standard delivery proposed by us) without delay and within a period of 14 days at the latest, and starting from the day when we have received your declaration of withdrawal. The refund will be effected by the same means of payment originally used by you for the transaction, unless otherwise expressly agreed. For the refund no costs arise for you. We are allowed to withhold the reimbursement until the goods have been returned to us or you have provided evidence that you have returned the goods, whichever is the earliest. You have to return the goods without delay and within a period of 14 days at the latest, starting from the date of the revocation declaration. In order to meet this deadline, you have to return the goods before the period of 14 days has expired. You have to bear the direct costs of returning the goods. You will be only liable for possible losses in value if any potential loss in value can be attributed to improper handling of the goods through your fault upon checking the condition, the properties and functionality of goods.

In order to cancel the contract, please fill out this form and return it to:

TRENZ AG, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.ag

We hereby give notice that I/we cancel the contract which has been concluded by me/us for the purchase of the following goods/for the supply of the following services:

Ordered on ( \_\_\_\_\_ \*) /received on ( \_\_\_\_\_ \*)

Name of customer(s)

Address of customer(s)

Signature of customer(s) *(only if notified on paper)*

Date and place

*(\*) Delete as applicable*

### § 4 REVOCATION RIGHT FOR PRIVATE CUSTOMERS/CONSUMERS FOR DELIVERY OF DIGITAL CONTENTS WHICH ARE NOT SUPPLIED ON A PHYSICAL DATA MEDIUM

#### Revocation Instruction:

You have the right to withdraw from this contract within a period of 14 days without giving reasons. The right of revocation is 14 days and begins earliest upon conclusion of the contract. In order to exercise the right of withdrawal, an unequivocal declaration of withdrawal has to be sent to TRENZ AG, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.ag in written form (this can be a letter sent by postal mail, a fax or an e-mail) in order to inform us about your decision to cancel this order. You can use the enclosed sample form, however, this is not mandatory. In order to comply with the period of withdrawal, it is sufficient to send the declaration of withdrawal before the withdrawal period has expired.

#### Consequences of Cancellation

If you cancel this contract, we will be obliged to refund all payments received by you, including delivery costs (except for any additional costs resulting from your decision to prefer a mode of delivery other than the cost-efficient standard delivery proposed by us) without delay and within a period of 14 days at the latest, and starting from the day when we have received your declaration of withdrawal. The refund will be effected by the same means of payment originally used by you for the transaction, unless otherwise expressly agreed. For the refund no costs arise for you.

#### Special Notes

The right of cancellation does not apply to:

1. The delivery of goods which are not prefabricated and for whose production an individual selection or provision on the part of the consumer is significant, or which are clearly customized according to the individual requirements of the consumer.
2. The delivery of audio- or video recordings or computer software in a sealed package when the package has been removed after delivery.
3. We would like to point out that the purchase of an e-book or the purchase of an audio file will be conditional on the exclusion of the right of withdrawal. The customer agrees upon conclusion of the ordering process that the right of withdrawal is not applicable for any purchase of an e-book or an audio file with an immediate download option.
4. The customer is not entitled to withdraw from the contract when he has downloaded via the internet or any other form of electronic communication the software or any other digital products which have been made available to him under a licensing model.

In order to cancel the contract, please fill out this form and return it to:

TRENZ AG, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.ag

We hereby give notice that I/we cancel the contract which has been concluded by me/us for the purchase of the following goods/for the supply of the following services:

Ordered on ( \_\_\_\_\_ \*) /received on ( \_\_\_\_\_ \*)

Name of customer(s)

Address of customer(s)

Signature of customer(s) *(only if notified on paper)*

Date and place

*(\*) Delete as applicable*

### § 5 SPECIAL CONDITIONS FOR SUBSCRIPTION PRODUCTS

1. TAG publications can be subscribed as described in the following:

a) Basic Subscription Digital  
The basic subscription includes a personalized digital user license.

b) Additional Digital User License for Legal Entities  
Companies and institutions (legal entities) may acquire additional digital user licenses, if at least one basic subscription (standard or digital) exists at the business location or at any economically autonomous subsidiary of the corporate organization to which the licensed user belongs.

2. A digital user license includes the following components:

a) An individual access to the protected pages of the website will be provided for the individual user.

b) The delivery of a regularly published editorial product newsletter, which will be sent by e-mail to the direct e-mail address of the user, which has been notified by the customer. (The editorial product newsletter is not available for every publication).

3. A digital user license is a personalized license. Hence it follows that only one individual user is allowed to use the components mentioned in §5 (2). The delivery of digital contents to anonymous recipients, e-mail addresses or multi-drop mailboxes is excluded.

4. In the event that the number of users is changed during the term of the contract, TAG has to be notified about any change or the subsequent registration of any additional user immediately.

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### § 6 SPECIAL CONDITIONS FOR SOFTWARE AND DATABASE LICENCES AND OTHER LICENSED PRODUCTS

1. Software and database products as well as digital products made available with license models can be licensed as follows:

- Single User License

The single user license entitles the individual user to use the provided product within the scope of the granted rights of use for himself/herself. A single user license is a personalized license and any transfer of access to the product to a non-licensed third party is prohibited.

- Multi User License

A multi user license entitles a number of licensed users, which are stipulated in the respective order between customer and TAG to use the provided product within the scope of the granted rights of use. The user licenses are personalized licenses and any transfer of access to the product to a non-licensed third party is prohibited.

- Enterprise License

An enterprise license entitles the customer to transfer the digital access to the product within his or her own legally autonomous organization within the agreed scope. Any transfer of access to the product to third parties outside of the customer's legally autonomous organization is prohibited.

2. The customer and his/her authorized and licensed users shall receive the simple, non-exclusive and non-transferrable right of use within the framework of the licensed scope of delivery and performance and according to the provisions provided hereinafter. This does not include the rights acquisition of the contents.

3. Online services (e.g. Databases) are continuously available to the licensed user. The availability of online services may be temporarily impaired due to technical reasons, e.g. routinely or necessary maintenance operations. If TAG's database server breaks down for a considerable time during business hours, the customer will be entitled to a reduction of costs.

4. In order to get access to the online services the customer's licensed users shall receive (a) unique identification code(s) and the customer is committed to maintaining confidentiality in this regard and to prevent malpractice. In addition to that, the customer ensures that also his or her licensed users observe this obligation. If the customer becomes aware or suspects any misuse, the customer is obliged to inform TAG about this without delay. In the event of misuse TAG is entitled to block the access to the databases. The customer shall be liable for damages incurred by any misuse for which the customer is responsible.

5. The online connection for using the online services shall be initiated by the customer and shall be carried out at the customer's expense. The customer shall also bear the costs for the necessary end devices and telecommunication fees.

### § 7 TERM AND TERMINATION

The order for the subscription shall initially be valid for the duration of the period mentioned (contract period). The subscription agreement can be terminated by written cancellation with a notice period of six weeks by the end of the base period. If the cancellation is not communicated in a timely manner, the agreement will be prolonged by another year and can be terminated by the end of the new base period within a period of six weeks. The termination is only possible by means of a written cancellation. The address of TAG is the following: TRENZ AG, Neidenburger Str. 14, D-28207 Bremen (Germany), Fax: + 49-421 595 999, E-Mail: info@trenz.ag. In the case of explicitly limited subscriptions, the subscription ends with the contract period agreed upon.

### § 8 PRICES, DEBT COLLECTION AND PAYMENT TERMS

1. TAG shall be authorized to increase the currently valid subscription price reasonably, if the costs of TAG have increased since the last price notification. A price increase shall be notified in the subscription publication or in the digital edition. Regardless of the duration of the subscription the customer will be entitled to cancel the subscription, if the price is adjusted by more than 5%. The cancellation has to be communicated in written form and TAG must have received the written cancellation 10 days after initial billing of the new subscription price at the latest.

2. The monthly subscription price has to be understood plus value added tax.

3. The subscription fees for the subscription are due in advance on the first business day of the delivery period/base period. The base period is the calendar year.

4. Invoice amounts for books or book-like products (e.g. e-books, downloads etc.) will be due for immediate payment upon receipt of the invoice resp. the order confirmation.

### § 9 RESERVATION OF PROPRIETARY RIGHTS

TAG retains title of ownership to the products until the final and complete payment of the agreed purchase price including the respective delivery and distribution costs.

### § 10 COPYRIGHT LAW/USE OF COPYRIGHT

1. The contents supplied by TAG are protected by copyright law. TAG grants the customer, resp. the respective employees authorized by the digital user license, the right to save the supplied contents, to read and, if technically possible to print the contents for own purposes.

2. It is expressly prohibited to reproduce the contents digitally or to transfer the contents to third parties (this also applies to employees without a personalized user license), as long as the barrier of copyright law § 44 a UrhG (temporary reproduction

act which constitutes only an integral and essential part of the technical procedure, and the sole of which is regulated in copyright law § 44 a UrhG) does not apply.

3. TAG will take the necessary precautions according to copyright law § 95 a UrhG and label the supplied PDF documents with an individual watermark consisting of personalized details of the respective licensed user. In addition, TAG will check the number of link retrievals on a random basis.

TAG reserves the right to take further protective measures according to copyright law § 95 a UrhG in order to prevent violations, to prove any violations and to initiate criminal and civil proceedings if the restrictions of use, which are governed here, are violated and/or circumvented.

### § 11 WARRANTY

The statutory rules for warranty claims shall apply and shall be altered according to the following conditions:

#### Defect notification

The customer has to notify TAG about any defects in written form without delay. If the customer is a merchant, he will have to prove that he has duly met his inspection and reproof obligations according to Commercial Code § 377 (HGB) and that obvious defects have been reported upon the receipt of goods without any delay within 7 days at the latest, and that hidden defects have been reported in written form within 7 days after discovery at the latest. If this report does not happen, the delivery is considered to be accepted and executed according to the contract. For goods supplied by TAG the warranty period shall be 12 months as of the delivery of the goods to the customer, unless the defect has been fraudulently concealed or a quality warranty applies.

TAG is not liable for line faults in the internet, for faults inherent in the systems of other providers or network operators, and warranty will only apply if their systems are available within the periods agreed upon. TAG retains the right to interrupt business operations temporarily for maintenance purposes.

### § 12 LIABILITY

TAG accepts unlimited liability for damages caused by intent and gross negligence. With regard to liability for slightly negligent breaches of duty, which infringes a major duty of the contract, or whose fulfillment is a precondition for the proper fulfillment of the contract and whose abidance the customer constantly trusts (in the following: cardinal duty), the liability is limited to foreseeable damage typical of the contract. TAG shall not be liable for a slightly negligent breach of secondary obligations, which are no cardinal duties.

### § 13 DATA PROTECTION

Any personal data of the customer will be treated confidentially. Please note our privacy statement.

### § 16 ADDRESS

Contractual partner for the offerings on the website is:

TRENZ AG  
Neidenburger Str. 14  
D-28207 Bremen  
Germany  
Tel.: +49-421-595 890  
Phone: +49-421-595 999  
E-mail: info@trenz.ag  
Board: Frank Diegel, Stefan Gerdts  
Chairman of supervisory board: Arno Geerds  
Register Court: Local Court of Bremen, HRB 19651

### § 17 MISCELLANEOUS/RIGHT OF MODIFICATION

The invalidity of an individual provision of this contract does not affect the validity of the agreement in total. The contractual partners already now agree that the entire or partially invalid provision shall then be replaced by a provision whose economic purpose comes as close as possible to that of the invalid provision.

TAG reserves the right to change the general terms and conditions for justified reasons, e.g. technical developments, legislative changes or other similar reasons. The user declares that he agrees to receive information about any changes in these general terms and conditions regarding the subscription either on the homepage of the respective portals, in written form by typographic highlighting of the modifications, or by e-mail. The alterations are considered approved by the user, unless an objection is issued within for weeks after notification of the modification or after receipt of the modification notice. If the customer opposes, the contracts regarding the offers of TAG can be cancelled in due time.

The law of the Federal Republic of Germany shall apply with the exclusion of the UN Sales Law and without the regulations of the international private law. If the customer is consumer, the law at the end-user's place of residence can be applied when it comes to compelling consumer provisions.

We are not willing nor obligated to submit to an "out-of-court consumer arbitration litigation" concerning consumer dispute settlement proceedings.