

Subscription Terms

1. Subject-Matter, Scope of the Agreement

- 1.1. These Subscription Terms and the Service Order govern the rights and obligations of Customer and Humanitec (each a **"Party"**, both the **"Parties"**) with respect to accessing the Solution in accordance with the terms and conditions set forth herein.
- 1.2. The Parties must enter into a Service Order in accordance with the provisions set forth in this 1.2 for Customer's access to the Solution. A Service Order becomes effective when Humanitec confirms the Service Order submitted by Customer in text form (*Textform*). The Service Order, together with these Subscription Terms, sets forth the entire agreement and understanding between Humanitec and Customer with respect to the use of the Solution (defined below) in accordance with such Service Order, and the same shall supersede all prior discussions and negotiations between the Parties with respect thereto. In case of conflict between these Subscription Terms and the terms of the Service Order, the terms of the Service Order shall prevail. The Service Order, together with these Subscription Terms are referred to herein as the **"Agreement"**.
- 1.3. The provisions of these Subscription Terms shall apply exclusively. General terms and conditions of the Customer shall not apply. This also applies if Humanitec does not explicitly object to such general terms and conditions.

2. Definitions, Interpretation

- 2.1. As used in these Subscription Terms, unless the context otherwise requires, the following capitalized terms shall have the meanings set forth below:
 - 2.1.1. **"Affiliate"** means an entity within the meaning of Sections 15 et seq. of the German Stock Corporations Act (*Aktiengesetz*, **"AktG"**).
 - 2.1.2. **"Customer"** means the respective company entering into the Agreement with Humanitec.
 - 2.1.3. **"Subscription Terms"** means the main body of these Subscription Terms.
 - 2.1.4. **"Force Majeure"** means an unforeseen event, which is beyond the reasonable control of the affected Party to the extent such an event prevents or delays the affected Party from fulfilling its obligations the Agreement, in particular circumstances like acts of god, war, riot, implementation of sanctions or embargoes, acts of civil or military authorities, inevitable accidents, strikes, terrorism as well as non-reproachable operational disruptions or governmental or judicial orders.
 - 2.1.5. **"Humanitec"** means PlatCo GmbH (dba Humanitec), Wöhlertstraße 12-13, 10115 Berlin, Germany.
 - 2.1.6. **"License User"** means any User who (i) has contributed to a source code repository owned and/or controlled by the Customer that contains code for a workload within 180 days before the last commit that makes up a deployable artifact that is deployed via the Solution; (ii) contributes to a source code repository owned and/or controlled by the Customer that forms part of a library that is a dependency of code that is included in an artifact deployed to the Solution; (iii) has one or more Humanitec User accounts tied to their identity that have a role on a Humanitec Organization owned by the Customer; or (iv) uses a Humanitec static token / API token to execute ad-hoc API requests to the Humanitec API either directly or via a tool, portal or system such as a CLI or Developer Portal.
 - 2.1.7. **"Service Order"** means any order regarding Customer's access to the Solution and entered between the Parties in accordance with Section 1.2.
 - 2.1.8. **"SLA"** means the Service Level Agreement by Humanitec, available at <https://humanitec.com/sla>.

- 2.1.9. **“Solution”** means the Platform Orchestrator operated by Humanitec and available at <https://humanitec.com>, <https://humanitec.io>, or a self-hosted version of the Humanitec Platform Orchestrator.
- 2.1.10. **“User”** means Customer staff member or any other person authorized by Customer to use the Solution for the Customer’s internal business purposes.
- 2.2. In addition to the definitions as set forth in Section 2, the Subscription Terms may contain further definitions.
- 2.3. The exhibits, annexes, and attachments to these Subscription Terms form an integral part thereof. Any headings in the Subscription Terms are for convenience of reference only and shall have no bearing on the contents or interpretation of the Subscription Terms.
- 2.4. A reference to “writing” or “written” in these Subscription Terms does not include electronic form or text form (e.g., email), unless explicitly mentioned otherwise.
- 2.5. Where the words “include(s)”, “including”, “at least” or “in particular” are used in these Subscription Terms, they are deemed to have the words “without limitation” following them.

3. Customer’s Access to the Solution

- 3.1. Humanitec shall provide Customer with access to the Solution via the Customer Portal in order to enable Customer to administrate its environment. For this purpose, Humanitec will provide Customer with login details for the Customer Portal upon receipt of the relevant information from Customer (e.g., name, email of the person to be appointed as the initial User).
- 3.2. Customer shall bear the sole responsibility for implementing and maintaining the technical requirements, capacities and resources necessary for accessing and using the Solution. This includes, in particular, setting up the infrastructure required for accessing and using the Solution at its business premises as well as for providing it as part or in combination with a Customer Product.
- 3.3. Customer’s access to and use of the Solution via the Customer Portal is subject to its compliance with the following usage requirements:
 - 3.3.1. Provide correct and complete data required and keep them up to date at all times during the term of this Agreement. The required data includes in particular data required for creating the necessary accounts for accessing the Solution.
 - 3.3.2. Keep the login data to the user account for the Solution safe and keep it secure from unauthorized access by third parties.
 - 3.3.3. Not violate the Agreement and/or applicable law as well as any other third parties while using the Solution.
 - 3.3.4. Do not use any virus, spyware, malware or other computer code, file or program that may interfere with the operation and/or availability of the Solution.
 - 3.3.5. Do not use the Solution to distribute illegal content and/or content that infringes any applicable law and/or the rights of any third parties.
- 3.4. Customer must ensure that any of its User comply with the aforementioned usage requirements.
- 3.5. In case Customer or any User violates the requirements in this Section 5, the provisions in Section 6 apply.

4. Restricting Customer’s Access to the Solution

- 4.1. Humanitec is also entitled to suspend Customer’s access to the Solution temporarily or permanently if Customer or a User fails to comply with the requirements set forth in the Subscription Terms, in particular should Customer fail to pay any fees or other amounts due hereunder as and when due, Humanitec shall

provide written notice to Customer by email and/or fax of this fact and, if Customer fails to make the payment within five (5) days of delivery of the notice. Suspension of Customer's access means suspending the access of all Users to the Solution. The right to suspend the access to the Solution is in addition to any other remedies Humanitec may have hereunder or in law or at equity.

- 4.2. Before taking one of the aforementioned measures, Humanitec shall give prior notice of the measure to Customer, unless such prior notice is inappropriate (e.g. due to an imminent critical threat to the Solution); in the latter case, Humanitec will notify Customer without undue delay (*unverzüglich*) after the measure was taken.
- 4.3. Humanitec will reinstate the suspended access authorizations if Customer has proven to Humanitec in a suitable form and to Humanitec's satisfaction that the violation in question has ceased and Customer has taken appropriate precautions to prevent such violations for the future.
- 4.4. A suspension of Customer's or Users' access shall not be deemed as termination of the Agreement, unless explicitly stated otherwise by Humanitec. Any suspension shall also not affect Humanitec's payment obligations hereunder.
- 4.5. Any further rights, in particular Humanitec's right to terminating this Agreement for due cause (*Kündigung aus wichtigem Grund*), remain unaffected.

5. Availability

- 5.1. The Solution is made available to Customer subject to a valid Service Order with an availability as defined in the Service Order.
- 5.2. The Solution shall be deemed to be operating and available if the Solution is up and running in the data centers where its components are hosted in and such data centers are connected to the internet ("**Point of Transfer**").
- 5.3. It is not a breach of availability if Customer are unable to use the Solution due to:
 - 5.3.1. downtimes caused by maintenance services during regular maintenance times;
 - 5.3.2. downtimes caused by disruptions beyond the control of Humanitec (Force Majeure, in particular unforeseeable hardware failures, strikes, natural events, etc.);
 - 5.3.3. downtimes caused by virus or hacker attacks, provided that Humanitec has taken customary technical protective measures;
 - 5.3.4. downtimes required for the installation of urgently required security patches;
 - 5.3.5. downtimes caused by Customer, in particular due to problems arising from their software, hardware or other technology or equipment or, problems with their access to the internet, or unavailability of the Partner's systems or due to other interruptions caused by the Partner (e.g. failure of the Partner to cooperate);
 - 5.3.6. downtimes caused by third parties or third party systems over which Humanitec does not have any influence (e.g., unavailability of public telecommunication networks).
- 5.4. Humanitec shall provide the maintenance services within the maintenance times defined in Humanitec's SLA. It is at the sole discretion of Humanitec to carry out the respective maintenance services deviating from these maintenance times insofar as this is necessary to ensure the contractual use of the Solution (e.g., in the case of emergency security patching).
- 5.5. Humanitec shall give reasonable advance notice of any maintenance services outside the regular maintenance times. For the avoidance of doubt, the Parties hereby agree that any downtimes due to maintenance services performed outside the regular maintenance times do not constitute an impairment of the availability.

5.6. Humanitec will endeavor to give notice of any unavailability of any services and functionalities of the Solution within reasonable time prior to any such unavailability to Customer.

5.7. Humanitec reserves the right to interrupt or suspend the availability of the Solution or access to the Solution by Customer at any time in the event of suspected security risks or other critical threats.

6. Maintenance, Support

6.1. Humanitec shall maintain the Solution in accordance with the provisions set forth in Humanitec's SLA and provide Customer with the support services defined in this SLA.

6.2. Humanitec shall not provide any support services to Customer, unless agreed otherwise by the Parties in writing.

7. Changes to Solution's Functional Scope, End of Life

7.1. The Solution is subject to constant technological progress and therefore, Humanitec is entitled to modify the Solution by replacing, canceling, adding, enhancing, or further developing the functionalities and services of the Solution at any time and at its sole discretion.

7.2. Humanitec shall notify Customer if any essential functionalities or services of the Solution are either replaced or canceled (End of Life, "EoL") by giving at least a three (3) months' notice in text form.

8. Additional Services

8.1. As agreed between the Parties in writing from time to time, Humanitec may provide the following services which are relating to or associated with the Solution but do not fall under scope of services to be provided by Humanitec under the Subscription Terms ("**Additional Services**"):

8.1.1. Services to remedy defects and errors that are necessary due to improper handling and/or breaches of obligations by Customer and/or its Users, for example non-compliance with the usage requirements set forth in Section 5.3.

8.1.2. Services relating to the connection of the Customer Products with the Solution, including provision of assistance services to Customer as well as (further) development of APIs and other interfaces of the Solution.

8.1.3. Services in connection with the instruction and training of Customer, Customer's Users on the use of the Solution.

8.2. The above list is not exhaustive. Therefore, it cannot be concluded from the lack of mention of certain services in the Subscription Terms that such services are the subject to Humanitec's contractual obligations under the Subscription Terms.

8.3. Depending on the type of the Additional Service, Humanitec shall render the Additional Service against payment of a separate remuneration based on time and effort or at a fixed price and within the scope of its operational possibilities. The Parties shall specify the Additional Services to be provided by Humanitec in writing.

9. Granting of Rights

9.1. Subject to full payment of the remuneration Customer has a non-exclusive, limited to the Territory and the term of the Agreement, non-sublicensable, non-transferable right to use the Solution for the purposes set forth in the Agreement (e.g., for accessing the Solution via the Customer Portal, connecting Customer's systems with the Solution).

9.2. Any use of the Solution by Customer that is in excess of the agreed scope (over-use) constitutes a material breach of the contract.

9.3. Customer must use the Solution only for its own business activities, including making it available to its Users. Use of the Solution by or making the Solution available to third parties other than Customer's Users

is not allowed without Humanitec's prior written permission. In particular, Customer is not permitted to reproduce or sell the Solution, or parts thereof to third parties.

- 9.4. Customer is not entitled to examine the mode of operation of the Solution by way of so-called "reverse engineering", redesign, modify, edit, transfer, decompile, further develop or communicate to the public the Solution, unless this is expressly permitted by law and/or required for using the Solution in accordance with the purposes of this Subscription Terms.

9.5. **Humanitec's right of use**

To the extent that Humanitec requires any industrial property rights (*gewerbliche Schutzrechte*), including copyrights and know-how, from Customer for the provision of its services under the Agreement, Customer hereby grants Humanitec a non-exclusive, non-transferable right to use such rights during the term and for the purpose of executing this Subscription Terms.

10. Third Party Rights

- 10.1. Humanitec ensures that the Solution is free from any third-party copyrights and shall indemnify Customer from claims by third parties including cost of legal defense that are recoverable pursuant to the German Reimbursement Law for Lawyers (*Rechtsanwaltsvergütungsgesetz*, "RVG") subject to:

- 10.1.1. Customer informing Humanitec of any such claims without delay in writing;
 - 10.1.2. Customer not engaging in any legally relevant actions against third parties; in particular does not conclude a settlement out of court without the written approval by Humanitec, providing a legal acknowledgement (*Anerkennung*), or engaging in actions that are similar to such mentioned,
 - 10.1.3. Customer supporting Humanitec to the necessary extent with the legal defense against a third party, in particular by providing information, and
 - 10.1.4. Customer allowing Humanitec to determine and execute the legal defense strategy, in particular by selecting attorneys and drafting writs. For this purpose, Customer will issue the necessary statements and grant powers of attorney. Humanitec will reasonably take the legitimate interests of Customer into account during the legal defense.
- 10.2. Humanitec will undertake appropriate efforts at its own cost in case of conflicting third party rights, so that Customer can still distribute the Solution. For this purpose, Humanitec may:
- 10.2.1. provide Customer the rights that are required for the use, or
 - 10.2.2. modify the Solution in such manner that its usage is not restricted and Humanitec's obligations under the Agreement are not modified, and third-party rights are no longer affected
- 10.3. If Humanitec is unable to provide such remedy, Humanitec may prohibit the further distribution of the Solution by Customer with immediate effect in writing. Further rights of the Parties remain unaffected.

11. Remuneration; Payment Terms

- 11.1. Customer shall pay Humanitec a remuneration based on the number of Licensed Users as defined in the Service Order.
- 11.2. The remuneration agreed in Service Order is subject to change at renewal based on the renewal schedule (if applicable). For this purpose Customer shall notify Humanitec four weeks prior to the end of the Term of the then-current number of Licensed Users.
- 11.3. Humanitec may, upon written notice of at least four weeks, at its own cost, inspect or have inspected by an independent third party the evidence for the number of Licensed Users once every two years. Should such inspection show that the number of Licensed Users in the past three years actually were higher than notified, Humanitec may claim for the difference in remuneration by invoicing the remaining amount.

- 11.4. All prices are net, meaning exclusive of the respective valid sales tax/VAT.
- 11.5. Invoicing will only be in electronic form and transmitted via email.
- 11.6. The prices listed in the Service Order may be changed by written notice from Humanitec to Customer no less than 30 days prior to the commencement of any renewal term.

12. Warranty

- 12.1. Humanitec shall be liable for any defects of the Solution in accordance with the statutory provisions. Humanitec will remedy any defects at its own discretion within the scope of the maintenance services to be provided pursuant to Section 8.
- 12.2. The strict liability of Humanitec for defects already existing at the time of conclusion of the Agreement pursuant to Section 536a (1) half-sentence 1 BGB shall be excluded.

13. Liability

- 13.1. Humanitec shall be fully liable in cases of any loss or damages caused by willful intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*), in cases of damages that result from injury to life, body or health, in case of liability provided by law, as under the Product Liability Act (*Produkthaftungsgesetz*) and in cases of liability due to a guarantee (*Garantie*).
- 13.2. In case of slight negligence (*einfacher Fahrlässigkeit*), Humanitec shall only be liable if any loss or damage is caused by an infringement of a fundamental contractual duty (*wesentliche Vertragspflicht*). In such case, Humanitec's liability shall be limited to the amount of the typically foreseeable damage. A fundamental contractual duty in the aforementioned sense is a duty which is essential for duly execution of the Agreement and the achievement of the Agreement's purpose and on whose compliance the Parties regularly rely on. The typically foreseeable damage is any damage which occurs as typical effect in a normal course of a damaging event.
- 13.3. With respect to Humanitec's liability against Customer under Section 15.2, the Parties agree that such typically foreseeable damage does not exceed the remuneration paid by Customer to Humanitec for provision of the services under the Agreement in the twelve months preceding the damaging event.
- 13.4. Otherwise, Humanitec's liability shall be excluded.
- 13.5. In case of Section 15.1 the statutory limitation period shall apply. Otherwise, damage claims shall become time-barred within twelve (12) months of becoming aware of them but no later than ten (10) years after their occurrence.
- 13.6. The aforementioned limitations and/or restrictions of liability shall also apply to the personal liability of Humanitec's employees, representatives, and organs.
- 13.7. Neither party to the Agreement shall be held responsible for the performance of any obligations under the Agreement if such performance is hindered or prevented by any circumstances of Force Majeure. However, the foregoing does not excuse Customer from the payment of all amounts owing hereunder as and when due.

14. Term, Termination

- 14.1. The Agreement comes into effect upon signing by both Parties and has an initial term as defined in the Service Order. The Agreement shall be automatically renewed at the end of each current term for a subsequent term of twelve (12) additional months unless terminated by either Party at the end of the respective term with three (3) months' notice.
- 14.2. Any ordinary termination of the Agreement during the initial term is excluded.
- 14.3. The right of the Parties to terminate the Agreement for due cause remains unaffected.

- 14.4. Humanitec is entitled to terminate the Agreement for due cause, in particular, if Customer materially or repeatedly breached its obligations under the Agreement.
- 14.5. Any notice of termination must be in writing. The date of receipt of the letter of termination shall be decisive for compliance with the deadline.
- 14.6. Termination of the Agreement by either Party will result in the permanent deactivation or disablement of Customer's account and access to the Solution as well as all accounts relating to Customer's Users.

15. Confidentiality

- 15.1. Any information, findings, results, data, and documents disclosed between the Parties or obtained by one Party in connection with the Agreement or its execution ("**Confidential Information**") shall be subject to confidentiality, regardless of how the Confidential Information are embodied, how they are communicated or obtained (e.g. by unencrypted email) or whether they are expressly marked as requiring confidentiality (e.g. "confidential" or "secret").
- 15.2. Confidential Information include in particular:
 - 15.2.1. Know-how, industrial property rights, source code, and other intellectual property or other work results which are disclosed within the scope of the Agreement and/or its execution,
 - 15.2.2. Other non-publicly available information obtained by the respective Party within the scope of the Agreement and/or its execution.
- 15.3. The Parties shall treat any Confidential Information as trade secret in accordance with the German Act on the Protection of Trade Secrets (*Geschäftsgeheimnisgesetz*, "**GeschGehG**") and use them only for the purposes of the Agreement and as required for its execution as well as only within the limits provided for in the Agreement. The disclosure of Confidential Information within a Party's organization shall be limited to the extent necessary for the performance of the Agreement ("need-to-know"). The right to reverse engineering under the GeschGehG is hereby excluded.
- 15.4. The Parties shall undertake appropriate technical and organizational measures to prevent Confidential Information from being disclosed to or becoming accessible by third parties.
- 15.5. The Parties are obliged to ensure that their employees and any persons who have access to Confidential Information are subject to confidentiality in accordance with the provisions set forth in the Agreement. To the extent permitted by law, these confidentiality obligations shall also be imposed on the employees of the respective Party for the time after their employment is terminated.
- 15.6. The confidentiality obligations set forth in the Agreement shall not apply if the Confidential Information:
 - 15.6.1. were demonstrably known to the receiving Party prior to their disclosure by the other Party; or
 - 15.6.2. were known or generally accessible to the public prior to their disclosure by the other Party or become known after their receipt without the receiving Party's fault; or
 - 15.6.3. essentially match with information disclosed or made available to the receiving Party by an authorized third party.
- 15.7. The confidential obligations set forth in these Subscription Terms shall remain in force after termination of this Agreement for an additional period of three (3) years, irrespective of the type of termination.
 - 15.7.1. Affiliates shall not be deemed to be third parties within the meaning of this Section 17.

16. Privacy

- 16.1. Each of Humanitec and Customer may act as a Data Processor or Data Controller (as such terms are defined in the General Data Protection Regulation ("**GDPR**") and any corresponding or equivalent national laws (together, the "**Data Protection Legislation**")) in connection with their respective rights and obligations under this Agreement and each shall comply with its obligations as a Data Processor or Data

Controller (as the case may be) under the applicable Data Protection Legislation. In addition, where Humanitec Processes Personal Data (as such terms are defined in the GDPR) on behalf of the Customer, such Processing by Humanitec as a Data Processor for the Customer as a Controller shall be governed by subsections 18.1.1 and 18.1.2 below.

- 16.1.1. Where Humanitec acts as a Data Processor for Customer (as a Data Controller), the subject matter, the duration as well as the nature and purpose of the processing, the type of Personal Data, and the categories of data subjects are specified by the particular Service Order. In addition to the extent that the Provider identified in the Service Order processes Personal Data of Customer or its customers or end-uses, Customer consents to the appointment by Humanitec of said Provider as a sub-processor for the purposes of processing personal data in connection with the provision of the Services under the Service Order.
- 16.1.2. Where Humanitec acts as a Data Processor for the Customer (as Data Controller), it shall (i) Process the Personal Data only on documented written instructions from the Customer, unless an exception in the meaning of Article 28 (3) (a) of GDPR applies, (ii) ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality, (iii) take all measures required pursuant to Article 32 of the GDPR, (iv) respect the conditions referred to in Article 28 (2) and (4) of the GDPR for engaging another processor, (v) assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights, (vi) at the Customer's cost and expense, assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to the Processor, (vii) at the choice of the Customer, delete or return all the Personal Data to the Customer after the end of the provision of services relating to the Processing, and delete existing copies unless Data Protection Legislation requires or allows storage of the Personal Data, (viii) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, and (ix) immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Legislation.
- 16.2. Each of Humanitec and Customer agree to assist the other within such reasonable timescale as may be specified with all data subject rights requests received from data subjects of the Personal Data Processed in connection with this Agreement. Should a party receive any such requests directly which properly should be handled by the other, it will promptly inform such other party that it has received the request and forthwith forward to it the request and not respond in any way to such a request, except on the instructions of the other, unless otherwise required by applicable law or a regulatory authority.
- 16.3. Each of Humanitec and Customer agrees to assist (at the other's cost and expense) the other within a reasonable timescale with the conduct of Data Protection Impact Assessments, and Prior Consultation (as such terms are defined in the GDPR) requests to any regulatory authority.
- 16.4. Neither Humanitec nor Customer shall transfer Personal Data Processed under this Agreement from one country to another outside of the European Economic Area unless such transfer is compliant with applicable Data Protection Legislation.
- 16.5. Each of Humanitec and Customer shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk for the rights and freedoms of natural persons, including, as appropriate, the measures referred to in Article 32(1) of the GDPR with respect to any Personal Data Processed by such party.

17. Humanitec Personnel:

- 17.1. Customer acknowledges that the employees, contractors, and other staff engaged by Humanitec and/or its Affiliates to provide and/or support the Services ("**Humanitec Staff**") are a valuable resource of Humanitec which it has recruited and trained at considerable expense and effort. Accordingly, Customer agrees that during the term of the Service Order and for a period of (12) months thereafter it shall not solicit, induce, hire, employ, or otherwise engage or seek to engage or employ (directly or via any of its Affiliates) any Humanitec Staff as an employee, consultant or in any other capacity.
- 17.2. In the event that Customer breaches the provisions of subsection (a) above and hires, employs or otherwise engages any Humanitec Staff during the term of the Service Order or within twelve (12) months thereafter, Customer shall pay to Humanitec as liquidated damages an amount equal to 12x the monthly amount paid by Customer to Humanitec for the Humanitec Staff member so engaged, plus V.A.T., as applicable. The Parties hereto acknowledge that the foregoing is not a penalty but rather Humanitec's damages or losses due to breach by Customer of subsection (a) above would be impossible or impracticable to determine and accordingly the amount set forth above is a fair and reasonable in light of the circumstances.
- 17.3. Humanitec acknowledges and agrees that no employer-employee relationship shall exist between Customer and any Humanitec Staff, and Humanitec shall be solely responsible for all payments and other amounts payable to or on behalf of Humanitec Staff (including without limitation, disbursements to national insurance, pension, and other amounts required under applicable law).

18. Final Provisions

- 18.1. Customer shall not sell, assign or resell or otherwise transfer the Agreement in parts or in total or any of its rights and obligations under the Agreement without the prior written consent of Humanitec to a third party.
- 18.2. Any modification or amendment to this Distribution Agreement must be in writing and signed by authorized representatives of both parties. This also applies to any change to this written form clause.
- 18.3. Should either Party initiate legal proceedings against the other regarding any matter connected with the Agreement or arising therefrom, such proceedings shall be initiated only and exclusively before the court of Berlin, Germany, and shall be governed by the procedural and substantive laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). However, Humanitec shall have the right to bring a claim against Customer for amounts owing hereunder in any jurisdiction in which Customer operates or has a place of business and the laws of such jurisdiction shall be applied.
- 18.4. If any legal action is necessary to enforce the terms of the Agreement, the substantially prevailing party shall be entitled to reasonable legal fees and costs.
- 18.5. If individual clauses of the Agreement become wholly or partially ineffective or are incomplete, this will not affect the validity of the remaining provisions.