Hypatos

1. Definitions and defined terms

"**Affiliates**" are all companies in which the Customer directly or indirectly holds more than 50% of the shares or has more than 50% of the voting rights (subsidiaries), as well as those companies of which the Customer is a subsidiary according to the above definition (parent companies), and all subsidiaries of the parent company within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG).

"**AI Model**" means the machine learning model provided by the Cloud Service.

"**Cloud Service**" is the access to and the use of the functionalities of the Software via Hypatos' hosting platform in accordance with the provisions of the Order Form; this particularly also includes the access to the hosting platform, but not Professional Services or Managed Services deliverables.

"**Confidential Information**" means information of the respective other Party, including but not limited to information relating to the operation, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documentation, data or information, (a) clearly identified or identified as "confidential" or "proprietary" or similar at the time it is communicated by either party to the other; (b) communicated orally or visually, identified at the time of communication as Confidential Information and confirmed in writing as Confidential Information within ten (10) days; or (c) reasonably identified by any person at the time of communication as confidential or proprietary. Confidential Information includes the Software and Documentation.

"**Contract Term**" means the term for Customer's use of the Services as identified in the Order Form.

"**Customer**" refers to the company that acquires the right to use the Services in accordance with the Order Form.

"**Customer Data**" are all (i) data entered by Customer (or its Users) or transmitted to Hypatos by the Customer or on his behalf to Hypatos for the purpose of using the Services and (ii) data generated, stored, and otherwise processed by Customer within the framework of the Services.

"**Documentation**" is the entirety of all documents provided by Hypatos relating to the Services, whereby the authoritative version of the Documentation is the version corresponding to the release used by Customer at the time at which he or Hypatos refers to the Documentation.

"**Inappropriate Content**" means content that (i) is unlawful, harmful, abusive, obscene, or otherwise objectionable; (ii) enables illegal activity; (iii) contains sexually explicit images; (iv) promotes unlawful conduct; (v) is discriminatory, including based on race, sex, color, religion, sexual orientation or disability; or (vi) causes damage or injury to any third party or property**.**

"**Intellectual Property Rights**" means and includes, without limitation, rights in patents, utility models, trademarks, service marks, trade names, other signs identifying the place of business and inventions, as well as copyrights, design rights, database rights and know-how rights, trade secrets and all other intellectual property rights, whether registered or unregistered, including all applications for such rights.

"**Managed Services**" means consulting services, data validation services and other post-go-live technical success and management services that Hypatos furnishes to Customer related to the Cloud Service.

"**Order Form**" means the agreement by which the Services ordered by Customer are specified as set out in the Order Form and its annexes.

"**Overusage**" means Services that the Customer uses beyond the scope of the respective Order Form (e.g. the Customer increases the agreed number of processed documents).

"**Party**" means respectively Hypatos or the Customer; jointly "the Parties".

"**Pilot**" means the productive testing of Hypatos automation technology including system integration.

"**PoV**" means Proof of Value**,** the productive testing of Hypatos automation technology without system integration.

"**Processed Documents**" means the number of documents read by the Software to which the Customer committed in the Order Form during a 12-month period.

"**Professional Services**" means training, migration, implementation or other professional services that Hypatos furnishes to Customer related to the Cloud Service.

"**Secondary Data**" is new and anonymous information generated through analysis of Training and other processing of Customer Data and information generated through monitoring or other observation of Customer's and User's use of the Software and aggregated with data from other customers of Hypatos. Secondary Data is not and does not contain Customer Data, Confidential Information of Customer or any personal data under GDPR.

"**Services**" jointly refers to Cloud Services, Professional Services and Managed Services.

"**Software**" refers to AI Models, machine learning pipeline software and/or completion user interfaces Customer may use as part of the Services, as well as any further software components necessary for the use of the AI Model and described in the Order Form. If Hypatos makes new versions, updates, upgrades or other new deliveries with respect to the Software during the term, the provisions set forth below shall also apply to them.

"**Special Terms**" are any additions to or modifications of these T&C that the Parties specify in the Order Form.

"**Statement of Work**" means a statement of work for Professional Services that is executed by the Parties and references the Order Form.

"**T&C**" are these General Terms and Conditions as part of the Order Form.

"**Training**" describes the improvement of the AI Model by training the model by means of data like User Data, Customer Data, data from Hypatos or other data from third parties.

"**Training Data**" is the Customer Data initially provided by Customer to start the Training processes.

"**Updates**" are all new versions, releases, other bug fixes and patches provided by Hypatos as part of the maintenance and support services as part of the use of the software.

"**Upgrades**" are extensions and adjustments to the contractually agreed Services.

"**User**" is an individual (employee, freelancer and authorized representative) who is using the Software on behalf of the Customer and who has received a user identification and password (if applicable) or other access to the Software

from Customer (or from Hypatos at Customer's request).

"**User Data**" is data generated by Users during the use of the Software (e.g. log-ins, activities, usage time).

2. Scope of Services

2.1.   These T&C apply to Customer's utilization of

-   the provision of standard software, i.e. software that has been developed for the needs of a number of Customers and not specifically for one customer (the "Software") in the form of a service for temporary use in the cloud ("Cloud Service"),

-   the provision of services in connection with Software ("Professional Services or Managed Services"),

    together the Services, insofar as they are contractually agreed in the Order Form.

Customer's terms and conditions only become part of the agreement if expressly agreed upon in written form.

2.2.   Hypatos provides the Customer with access to the Software and its use in accordance with the Order Form for its own business purposes. The fees agreed on include access to and use of the functions of the Software, use of the Documentation and maintenance and support services to the agreed extent. Customer accepts the offer by signing the Order Form. The Order Form applies in conjunctions with these T&C.

2.3.   The information provided to Customer by Hypatos relating to future Hypatos software, products and services as well as business or technology plans is to be understood only as an indication of possible strategies, developments and functionalities and is not binding on Hypatos.

2.4.   Hypatos is entitled to make use of suitable subcontractors. Hypatos shall be liable for subcontractors used by it as for its own actions.

3. Software License

3.1.   Unless expressly stipulated otherwise in the Order Form, Hypatos (or respectively, its licensors) retains and is solely entitled to all rights, in particular Intellectual Property Rights in and relating to the Software and the respective Documentation.

3.2.   For the term specified in the Order Form, Customer is granted a simple, non-exclusive, non-transferable and worldwide usage right of the Software and the Documentation for its internal use, in each case in accordance with the provisions of Order Form. Customer is not permitted make available the Software or the Documentation to any third party.

3.3.   Customer is not allowed to:

(a) de-compile the Software,

(b) copy, translate, or otherwise modify the Documentation in whole or in part, or create derivative works based thereon, provided that the Documentation may be copied for internal use to the extent necessary;

(c) use the Software in a manner that violates any applicable law, including, without limitation, by transmitting information and data that is unlawful or infringes the Intellectual Property Rights of others;

(d) endanger or circumvent the operations of Hypatos;

(e) make use of the Software or the Documentation to create a product or service that is in competition therewith.

3.4.   The obligations of Hypatos as to the precise parameters of document processing by the Software shall

result from a Statement of Work jointly developed by the Parties.

3.5.   Insofar as links to third-party web services are included in the Software or the Documentation, Hypatos only provides technical access to the content of such web services. The respective third-party providers are solely responsible for the content.

3.6.   Hypatos reserves the right to update and adapt the Software at regular intervals. Such changes shall not result in a degradation of the Services from an objective point of view or in any other change that is unreasonable for Customer, considering the reasonable interests of Hypatos. Hypatos shall inform Customer of such adjustments in due course.

4. Special Provisions about Cloud Services

4.1.   The Cloud Service shall be deemed to have been provided at the latest when Customer has been granted access by Hypatos.

4.2.   Customer may grant its Users access to the Cloud Service on its behalf. Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Cloud Service and for their compliance with the Order Form. Customer's Affiliates may serve as Users under the Order Form.

4.3.   Hypatos may integrate technical precautions to monitor compliance with the agreed commercial usage without gaining access to any content in the Cloud Service.

4.4.   Hypatos may temporarily restrict Customer's access to the Cloud Service if and to the extent that there are sufficient indications that Customer, Users or a third party is using the access in violation of these T&C. Hypatos shall notify Customer without delay and as early as possible of any such restriction. Any such restriction shall be limited in time and scope to the extent that is reasonable given the individual circumstance.

4.5.   Customer

(a) is solely responsible for providing interfaces to the Cloud Service and for importing or exporting User Data to and from the Cloud Service,

(b) is solely responsible for providing and maintaining its network and telecommunications connections and for any problems and delays arising therefrom; and

(c) maintains adequate security standards for Users' access to and use of the Cloud Service. He shall ensure that no unauthorized access to or use of the Cloud Service and the Documentation takes place.

4.6.   Customer shall be responsible that neither he nor the Users introduce, store, distribute or transmit any virus or other malicious code to the Cloud Service. Customer shall also ensure that no Inappropriate Content or any content that in any way damages or reduces the performance of the Cloud Service is introduced, stored, distributed, or transmitted within the scope of Customer's use of the Cloud Service. In the event of a violation of these requirements, Hypatos shall be entitled to block Customer's access to the corresponding content and/or to remove such content. Customer shall indemnify Hypatos against all damages, costs and other expenses resulting from the breach of this Section, unless Customer is not responsible for this breach.

5. Customer Data

Customer shall retain the right of ownership of all data that is transferred to, provided to or as otherwise entrusted with Hypatos for its providing of the Services, including but not

limited to User Data and Customer Data, and which is stored or processed under the Order Form. For the term specified in the Order Form, Hypatos is granted a simple, non-exclusive, non-transferable and worldwide usage right of the Customer Data for the fulfilment of its obligations in accordance with the provisions of the Order Form.

6. Secondary Data

Hypatos may create, use, reproduce, display, modify and create derivative works of and otherwise exploit Secondary Data for purposes of analyzing, provisioning, improving and further developing the Software, the Services and other products of Hypatos. Hypatos owns and retains all rights in Secondary Data. The Customer is granted a right to use Secondary Data in accordance with section 3.2.

7. Obligations of Customer

7.1. Customer will provide initial Training Data as requested by Hypatos upon conclusion of an Order Form to enable Hypatos to start the Training processes.

7.2. The adaptation of the AI Models to the individual requirements of Customer can optionally be agreed upon in a project agreement on such individual Training. The provision of Training Data sets by Customer is required for the implementation of such individual Training. Data resulting from such individual Training is considered Secondary Data; section 6 applies.

8. Term and Termination

8.1. Unless agreed otherwise, the Order Form has a term of 12 months and shall begin on the day specified in the Order Form, but no later than the first provision of the Software.

8.2. Unless agreed otherwise, the Order Form shall automatically be extended by twelve-month intervals, respectively, if not terminated upon notice 30 days before the end of the then-current term by one of the Parties. This does not apply to PoVs and Pilots.

8.3. Without prejudice to other claims, each Party shall be entitled to terminate an Order Form extraordinarily in writing with immediate effect if there is a material breach of contract which, in the event of a remediable breach, will not be remedied within thirty (30) days of receipt of the written warning despite a written warning.

8.4. Additionally, Hypatos is entitled to terminate an Order Form if Customer is in default with agreed-upon payment for more than six (6) weeks and if Hypatos has informed Customer of the intended termination in written or text form at least two (2) weeks before the termination is supposed to become effective.

8.5. The right of termination for good cause remains unaffected for both Parties.

8.6. Termination notices are subject to the written form.

9. Fees and Terms of Payment

9.1. Fees are defined in the Order Form. If not stipulated otherwise, fees are payable as follows:

- PoVs, Pilots: The one-off fee for PoVs and Pilots will be invoiced by Hypatos immediately after the Order Form is signed.

- License Fees: Hypatos invoices the License Fees to its Customers on a yearly basis prior to the start of the relevant term.

- Upgrades: Upgrades which the Customer orders during the Contract Term will be invoiced to the Customer immediately after the Order Form is signed.

- Overusage Fees: Any Overusage Fees will be invoiced at the end of each then-current term.

9.2. All fees are payable within thirty (30) days upon the invoice date via bank / wire transfer.

9.3. Invoicing for the Processed Documents is done on a document-by-document basis. Documents containing more than four (4) pages are recorded as further documents.

9.4. Discounts

Any discounts on the standard list prices are deemed to be granted on a one-off basis for the initial Contract Term and shall thus not automatically apply to subsequent terms or Order Forms.

9.5. Fees do not include taxes and duties. All fees shall be understood without deduction of any withholding taxes or other deduction taxes that are assessed by a foreign tax authority or other sovereign entity and/or are legally owed ("Withholding Taxes"). If Customer must pay withholding taxes, Customer shall nevertheless pay the full agreed fee to Hypatos. Hypatos shall provide Customer with appropriate support in the event of a refund of the withholding tax in this regard; in this regard, the Customer shall indemnify Hypatos against any costs incurred.

9.6. Customer shall pay all fees specified in the Order Form to Hypatos without any set-off, deduction or withholding, unless he has a statutory right. Upon maturity, Hypatos may charge default interest in the amount of the statutory rate. Hypatos may temporarily block access to Software if Customer is in default of payment but will give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. Any such restriction shall be limited in time and scope to the extent that is reasonable given the individual circumstance.

9.7. Travel costs and expenses shall be reimbursed separately on a time and material basis if the Parties have agreed on the travelling in text form. The travel time is counted as working time.

9.8. In the event of Overusage, additional fees according to the actual overuse and the prices agreed in the Order Form may be charged ("Overusage Fees").

9.9. If, at the end of the initial Contract Term, the wage cost index "provision of information technology services J62" (*Erbringung von Dienstleistungen der Informations-technologie J62*") for Germany as published by the Federal Statistical Office (*Statistisches Bundesamt*) based on 2015 = 100 ("Index") increases compared to the Index as of the start date according to the Order Form ("Start Date"), Hypatos may demand an increase of the fees as set out in the Order Form. Such fee increase will reflect the percentage increase of the Index since Start Date or, in case of later increases, the percentage increase of the Index since the last fee increase according to this section. Subject to a notification period of at least three months, a fee increase will become effective at the beginning of next contractual year following such notification.

10. Service Level Agreement

10.1. Maintenance and support services for the Services are described in the Service Level Agreement. If no Service Level is agreed on, Hypatos shall provide reasonable maintenance and support services.

10.2. Hypatos shall provide the maintenance and support services only for the version of the Software as provided by Hypatos.

11. Professional Services and Managed Services

Hypatos will perform Professional and Managed Services as described in the Order Form, Service Level Agreement or Statement of Work, which may identify additional terms or milestones for the Professional or Managed Services. Customer will give Hypatos timely access to Customer materials reasonably needed for Professional and Managed Services, and Hypatos will use the Customer materials only for purposes of providing Professional or Managed Services. Customer may use code or other deliverables that Hypatos furnishes as part of Professional or Managed Services only in connection with Customer's authorized use of the Cloud Service under the Order Form.

12. Material Defects

12.1. Quality and functionality of the Services shall be conclusively governed by the Order Form and its annexes. Hypatos does not owe any services or features not mentioned in the Order Form. Further, Hypatos shall not be liable for any problems caused by incorrect use or for the achievement of the objectives pursued by Customer with the use of the Software.

12.2. In the event of a defect, Hypatos shall remedy the defect within a reasonable period without further costs if Customer notifies the defect in a comprehensible form. Hypatos may, at its own discretion, fulfil its obligation to remedy defects by providing new, defect-free Software at its own expense (e.g. by patches).

12.3. If the rectification of defects cannot reasonably be expected of Hypatos or if rectification fails, Customer can either demand a reduction in the respective fees or terminate the Order Form if the defect renders the use of the Services impossible or unreasonable for Customer. Hypatos shall owe damages or compensation for futile expenses within the limits specified in Section 14.

12.4. For Customers in North America: EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE AND ALL SERVICES SUPPLIED BY HYPATOS ARE PROVIDED "AS IS", WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FUNCTIONALITY, SUITABILITY, AVAILABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. HYPATOS DOES NOT WARRANT THAT USE OF THE SOFTWARE OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. HYPATOS DOES NOT SUPPLY OR IN ANY WAY CONTROL ANY THIRD PARTY TOOLS USED BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT. THEREFORE HYPATOS HAS NO RESPONSIBILITY FOR, AND MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO, SUCH THIRD PARTY TOOLS.

12.5. To the extent permitted by applicable law, the warranty rights set forth in this Section shall be final.

13. Defects of Title

13.1. In the event of a deficiency in title, Hypatos may retroactively license the concerned components of the Software or substitute them for equivalent components if this does not materially impair the Services.

13.2. Hypatos indemnifies Customer from and against any claims that third parties may assert vis-à-vis Customer based on the infringement of their rights by the Software provided by Hypatos. Customer will inform Hypatos without undue delay about any asserted third-party claims, and provide any information and documents required to defend such claims upon first request. Furthermore, Customer will either grant Hypatos control of the defense or defend the claim in coordination with Hypatos. Customer will not acknowledge any claims or admit to any facts

without Hypatos' prior approval.

14. Liability

14.1. Hypatos shall be liable for damages and the reimbursement of futile expenses as follows:

(a) In the event of intent, gross negligence and negligent or intentional injury to life, limb or health, Hypatos shall have unlimited liability.

(b) In cases of simple negligence, Hypatos shall only be liable in the event of breach of so-called cardinal obligations, i.e. obligations the fulfilment of which is essential for the proper execution of the contract and the observance of which Customer regularly relies on and may rely on. In such cases, liability for any damage arising under an Order Form shall be limited per claim to EUR 10,000 and for all damage arising within a 12-month period to the total remuneration payable within this 12-month period in accordance with the Order Form.

14.2. The strict liability of Hypatos for initial defects according to § 536a para. 1 Var. 1 BGB is excluded.

14.3. Liability pursuant to the Product Liability Act remains unaffected.

14.4. For Customers in North America: IN NO EVENT WILL HYPATOS BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS) ARISING FROM OR RELATING TO THE ORDER FORM, REGARDLESS OF WHETHER HYPATOS WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND HYPATOS' AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THE ORDER FORM WILL NOT EXCEED THE FEES INCURRED BY CUSTOMER HEREUNDER DURING THE PERIOD TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

14.5. Hypatos shall not be liable in cases of force majeure, in particular in cases in which it is prevented from fulfilling its obligations in whole or in part due to events beyond the control of Hypatos and for which it is not at fault. This applies in particular, but not exclusively, to events such as strikes, lockouts or other tariff disputes (whether with regard to Hypatos employees or third parties), failure of infrastructure services or transport networks, war, riots, accidents, fire, flood and other natural disasters.

14.6. In the event of damage to or loss of Customer Data, Hypatos' liability shall be limited to restoring the damaged or lost Customer Data based on the last data backup created by Hypatos in accordance with its internal specifications.

15. Confidentiality

15.1. The Parties shall treat Confidential Information as strictly confidential and use it only for the purposes of performing the Order Form.

15.2. Any Confidential Information shall be kept secret by the receiving Party, protected from access by third parties and shall not be used for any other purpose other than specified in this Section. Confidential Information shall only be disclosed to receiving Party's and its Affiliate's employees or subcontractors if they must be aware of such information to fulfil the purpose of this T&C. Employees shall be bound to confidentiality in an appropriate manner. Any third party is to be bound in an appropriate manner in accordance with this Section.

15.3. The confidentiality obligations shall not apply to

information that

(a) was known to public already prior to the date on which it was received,

(b) became public through no fault of the Party that is subject to the confidentiality,

(c) was already in the possession of the Party receiving the Confidential Information at the time which it was forwarded,

(d) was already accessible to the Party receiving the Confidential Information by an authorized third party that was not subject to confidentiality obligations,

(e) was passed to members of professional groups who are legally bound to confidentiality.

15.4. The disclosure of Confidential Information in compliance with a court order or an order from public authorities shall not be deemed a breach of agreement. However, the respective Party shall inform – to the extent permitted by law – the other Party without undue delay and shall reasonably assist the other Party in taking legal steps against such order.

15.5. The Parties shall be obliged to implement and uphold reasonable technical and organizational measures regarding the security of the disclosing Party's Confidential Information but in no case any measures less protecting than the measures used by the receiving Party for its own Confidential Information. The disclosing Party shall be entitled to review the technical and organizational measures of the receiving Party on the receiving Party's premises.

15.6. The obligation to confidentiality according to this Section shall continue in force for the duration of another two (2) years after the end of the term of the Order Form.

16. Feedback

During the term of the Order Form, Customer may provide feedback on the Software or other Hypatos products to Hypatos on his own initiative or at the request of Hypatos. To ensure Hypatos' unrestricted right to use the feedback, Customer grants Hypatos a non-exclusive, permanent, irrevocable, worldwide, royalty-free, transferable and freely sublicensable right to use the feedback without restriction in all possible forms of exploitation.

17. References

Without conveying any right, title or interest, the Customer grants Hypatos the right to make accurate informational references to Customer's trade names, trademarks or service marks in connection with Hypatos' performance of the Services, e.g. on the Website and in social media. Hypatos may use such marks in testimonials, reviews, ads, Customer journeys, and others during the Contract Term.

18. Modifications and Change Management

18.1. In the case of material changes to these T&Cs, Hypatos shall give the Customer at least eight weeks' notice of any changes. In the event of a change that is not exclusively in the Customer's favor, the Customer shall be entitled to terminate the Order Form without notice as of the date on which the change takes effect. If the Customer does not terminate the Order Form within six weeks of receipt of the notification of change, the changes shall become part of the Order Form on the date on which they come into effect. Hypatos shall inform the Customer of the notice period and the consequences of the expiry of the notice period and of its rights.

18.2. Either party may initiate a request for an amendment of the Services by submitting a written proposal outlining the desired changes and the reasons for the request. Any Upgrades or other changes to the Services will then be documented in an Amendment Order Form signed by authorized representatives of both Parties.

19. Governing Law

19.1. The contractual relationship shall be governed by the law of the Federal Republic of Germany, excluding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for any dispute shall be Potsdam.

19.2. For Customers in North America: the Order Form and any dispute arising under or in connection with it, including any non-contractual claims and disputes, shall be governed by and construed in accordance with the laws of the State of New York. The Parties then irrevocably submit to the exclusive jurisdiction of the federal and state courts in New York, New York with respect to any dispute arising under or in connection with an Order Form, including any non-contractual claims or disputes without regard to conflicts of laws principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern nor apply to the Order Form.

20. Final Provisions

20.1. The Software is subject to the export control laws of various countries, in particular the laws of the United States of America and the Federal Republic of Germany. Customer will not hand over the Software to a government authority for examination of any granting of rights of use or other official approval without the prior written consent of Hypatos and will not export it to countries or natural or legal persons to which export bans apply in accordance with the corresponding export laws.

20.2. Except as otherwise provided in the Order Form, neither Party shall be entitled to assign, subcontract, or otherwise transfer its rights and obligations under any Order Form without the prior written consent of the other Party. However, Hypatos is entitled at any time to assign its rights and obligations under the Order Form to an Affiliate by notifying the Customer in writing. § 354a HGB remains unaffected.

20.3. Amendments to the Order Form must be made in writing. This shall also apply to this written form clause as well as to all contractual declarations, in particular to notices of termination, reminders and deadlines. Any communication or notice under the Order Form may be provided in electronic form to legal@hypatos.ai.

20.4. Should one or more provisions be invalid, this shall not affect the remaining provisions. In such a case, Hypatos and Customer will undertake to replace an ineffective condition with an effective condition that comes as close as possible to the economic purpose of the ineffective condition.