PIMCORE

PIMCORE GENERAL TERMS & CONDITIONS (PTC)

For the Provision of Services by Pimcore to Customers in the US & Canada

Last Update: March 2025

1. Scope and Validity

1.1 These General Terms and Conditions for the Provision of Services ("GTC") provide for the conclusion, content, performance, and termination of contracts provision of Services by Pimcore US Inc., 445 Park Avenue 9th floor #90159, New York, NY 10022, and/or, if applicable, Pimcore GmbH, Söllheimer Straße 16, AT-5020 Salzburg, Republic of Austria ("Pimcore").

1.2 These GTC shall be considered accepted if the customer ("Customer") of such services ("Services") orders from Pimcore and reference is made to them in a Commercial Agreement ("PCA"), an Offer, order confirmation or other instrument from Pimcore. Any terms and conditions or similar instruments of the Customer are explicitly excluded.

1.3 These GTC, together with all relevant documentation such as offers, estimates or quotations (including referenced documents) ("Offers") from Pimcore, and all accepted orders placed by the Customer for Services (an "Order") or entered into PCAs constitute the contract ("Contract") between Pimcore and the Customer (collectively, the "Parties" and each individually a "Party"). The application of these GTC may only be varied by agreement in writing between the Parties.

1.4 This version of the GTC (US & RoW version) applies to any customer who does not have its seat within the EU or EFTA. For those customers, the EU version of the GTC applies.

2. Offer and Order

2.1 Offers given by Pimcore are, unless otherwise stated in such documents, subject to these GTC.

2.2 An Offer submitted by Pimcore, which is not binding but rather an invitation for the Customer to place an Order, is valid during the period specified in the Offer. If there is no respective information, Pimcore's Offer remains open for acceptance by the Customer by placing an Order within thirty (30) days from the date of the Offer. The Offer may be subject to amendment or alteration at any time by Pimcore prior to Pimcore's acceptance of an Order by the Customer.

2.3 If an Order of the Customer deviates from the Offer or the order confirmation provided by Pimcore, the Offer or order confirmation, respectively, applies, unless the Customer objects, in writing, to Pimcore within two (2) business days of the Customer receiving the order confirmation.

2.4 Orders are binding only if they are placed in writing or subsequently confirmed in writing. Electronic orders and order confirmations are considered equivalent.

2.5 An Order placed by the Customer will form part of the Contract only when it has been received and accepted by Pimcore ("Commencement Date"). Pimcore's acceptance of any Order lodged by the Customer may be in writing or by Pimcore delivering the Services which are the subject of an order. However, any terms and conditions contained in any Order or other document issued by the Customer will not form part of the Contract unless they are expressly signed and accepted by Pimcore.

2.6 Once accepted by Pimcore, Orders may not be cancelled or varied by the Customer without the consent of Pimcore in writing.

2.7 Pimcore reserves the right to correct any significant errors or omissions in its Offers, order confirmations or invoices.

2.8 Customer shall bear all costs associated with the cancellation or modification of an Order or PCA.

2.9 Any plans, proposals or other property provided by Pimcore as part of or related to an Offer or information which is generally accessible, including any press releases or advertisements shall be solely for illustration purposes, and in no way constitute binding terms, and unless otherwise set forth in writing remains the exclusive property of Pimcore, which, if applicable, are to be promptly returned upon request.

3. Provision of further Services

3.1 Pimcore shall use reasonable efforts to meet any performance dates specified in an Offer or PCA, but, unless otherwise agreed to in writing, any such dates shall be estimates only.

3.2 For third-party products or services that Pimcore (co-)provides to the Customer or offers as content (e.g., as a stand-alone product or in a bundle with its own services) or on which Pimcore relies in the fulfillment of its contractual obligations, the contractual and licensing terms and conditions of the respective manufacturer or supplier of the third-party product (also in the case of open source software) shall apply with priority; alternatively and in addition, the provisions of these contractual terms and conditions shall apply. If Pimcore acts as an intermediary for third-party products in individual cases, a contract is concluded directly between the customer and the manufacturer or supplier of the third-party product; Pimcore will point this out to the customer.

4. Customer Obligations

4.1 Customer shall cooperate with Pimcore in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Pimcore, for the purposes of performing the Services.

4.2 Customer shall respond promptly to any Pimcore request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Pimcore to perform Services in accordance with the requirements of the Contract.

4.3 Customer shall provide such materials or information as Pimcore may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

4.4 Customer shall obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. Customer's Acts or Omissions

If Pimcore's performance under the Contract is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Pimcore shall not be in breach of its obligations or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Enlisting of Subcontractors

Pimcore reserves the right to subcontract the provision of Services or parts thereof to any other party or person or corporation as it may determine in its sole discretion. In such case, Pimcore remains responsible to the Customer for the provision of Services by such third party. For the service "Platform as a Service" ("PaaS"), Pimcore currently uses the provider Platform.sh SAS, 22 Rue de Palestro, F-75002 Paris, France ("Platform.sh"). PaaS is provided in accordance with the PaaS GTC.

7. Remuneration

7.1 The amount of remuneration is to compensate Pimcore for the Services agreed upon in the Contract. Unless otherwise agreed by the Parties in writing, it is due net, without packaging and without any deductions. It excludes sales tax or any other tax, duty, levy or the like which may be added to the remuneration by the Customer. Pimcore may be entitled to advance payments, if agreed upon between the Parties.

7.2 In accordance with the provision in Section 2.2 of these GTC, Pimcore explicitly reserves the right at any time prior to accepting an Order to alter, with notice in writing to the Customer, the purchase price of the Services due to the increase of the current rate and cost of materials and labor, insurance, foreign exchange and customs tariff.

8. Taxes

8.1 The Customer shall be responsible for payment of all taxes, including sales and use tax, inventory tax, duties, fees or other taxes of any nature assessed by governmental authorities applicable to the performance of the Services.

9. Terms of Payment

9.1 Unless otherwise agreed between the Parties, all payments are due in full, payable to Pimcore immediately upon receipt of the invoice ("Due Date"). Customer shall make all payments hereunder by wire transfer or check, or by such other payment method as agreed upon between the Parties, and in US dollars. Notwithstanding the foregoing, Pimcore reserves the right to implement other payment methods, including but not limited to upfront or partial pre-payments, installments, and cancel without notice any discounts, and rebates.

9.2 All payments must be received by the Due Date, even if the Services are delayed for reasons, for which Pimcore is not responsible.

9.3 Should the Customer fail to pay for the Services within the time frame specified in Section 9.1 of these GTC, Pimcore may:
a) impose a service charge on the unpaid balance at One Point Five Percent (1.5%) per month (i.e. 18 % per annum), or the maximum rate permitted by law, from the Due Date until the invoice and all service charges thereon have been paid in full. If allowed by applicable law, Customer shall also pay on demand any costs incurred by Pimcore (including reasonable attorney's fees and legal expenses) in connection with the collection of any amounts due from Customer to Pimcore which are not paid as agreed herein;
b) request prepayment of the entire amount due for all future Orders or implement other payment requirements;
c) halt all Services under an Order, PCA or other applicable instrument; and/or
d) treat the failure of the Customer to make payments as a repudiation of the Contract by the Customer if the amount due remains unpaid after providing seven (7) days notice to the Customer of such breach and an opportunity to rectify the breach. Such repudiation shall entitle Pimcore to elect, without prejudice to any other rights of Pimcore, to terminate the Contract in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of the Contract.

9.4 Without limiting any other rights, Pimcore may utilize the remedies set forth under Section 9.3, in case the Customer's financial viability or credit worthiness is; (a) less stable than expected at the time of an order confirmation, (b) has substantially deteriorated, or (c) will likely deteriorate substantially in the near future.

9.5 The Customer is not entitled to withhold any payment as set off, counterclaim or retention unless the terms and conditions of such set off or retention are agreed to in writing by Pimcore prior to the provision of the Services.

10. Force Majeure

10.1 Pimcore shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond Pimcore's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, pandemics, outbreak of an infectious disease, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of Pimcore's source of supply, shortage in material or energy, acts, orders or priorities of any government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of Pimcore.

10.2 Pimcore shall notify the Customer in writing within one (1) week following the occurrence of any event of Force Majeure citing this Section 10 in said notice and shall supply all relevant information about its effects on the performance of the Contract.

10.3 Unless otherwise agreed in writing between the Parties, if Pimcore is unable to perform the Contract because of Force Majeure, Pimcore is temporarily excused from performance while the incident of Force Majeure is occurring and shall perform as soon as reasonably possible after the incident ends. The duration of the incident of Force Majeure shall be added to the time of performance granted to Pimcore. Pimcore shall not be subject to damage claims.

10.4 In case the duration of Force Majeure exceeds six (6) months, Pimcore will have the right to terminate the Contract immediately. Contractual obligations performed up to such date of termination shall be remunerated. If the purchase price has been paid by the Customer in full, Pimcore will refund the purchase price less the accrued cost and expenses of the contractual obligations.

11. Place of performance

Unless otherwise agreed in writing between the Parties, Pimcore's premises are the place of performance.

12. Termination

12.1 In addition to any other remedies that Pimcore may have in law, Pimcore may terminate or suspend the Contract or any part thereof if the Customer:
a) fails to pay any amount by the Due Date and such failure continues for fourteen (14) days after the Customer's receipt of a written notice demanding payment ("Notice of Demand") from Pimcore;
b) has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/or
c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

12.2 Pimcore, in addition to any other rights of termination it has under this Contract may, at any time and for any reason, terminate the performance of

Services for convenience by written notification within thirty (30) days. Written notification must be provided to Customer, stating that this Contract, or a specified part of this Contract, is terminated without any further obligations from Pimcore. Such termination shall explicitly not constitute default.

13. Warranty

13.1 ABSENT A SEPARATE WARRANTY ISSUED TO CUSTOMER, PIMCORE WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A COMPETENT AND DILIGENT MANNER IN ACCORDANCE WITH ANY MUTUALLY AGREED SPECIFICATIONS.

13.2 IF THE SERVICES PERFORMED BY PIMCORE DO NOT SATISFY THE WARRANTIES SPECIFIED IN SECTION 13.1 HEREOF, THE CUSTOMER SHALL PROMPTLY NOTIFY PIMCORE IN WRITING PRIOR TO EXPIRATION OF THE WARRANTY PERIOD. PIMCORE SHALL, AT NO COST TO THE CUSTOMER AND AT ITS OPTION:
A) RE-PERFORM DEFECTIVE SERVICES; OR
B) REFUND TO THE CUSTOMER THE CONTRACT PRICE OF SUCH SERVICES.
THIS WARRANTY DOES NOT EXTEND TO INCLUDE PIMCORE'S LABOR COSTS. THE CUSTOMER SHALL BEAR THE COSTS OF ACCESS FOR PIMCORE'S REMEDIAL WARRANTY EFFORTS.

13.3 THE WARRANTY DOES NOT APPLY IN RESPECT OF DEFECTS DUE TO OR ARISING FROM:
A) INCORRECT OR NEGLIGENT HANDLING, DISREGARD OF OPERATING OR MAINTENANCE INSTRUCTIONS, ACTS OF GOD AND CAUSES BEYOND PIMCORE'S CONTROL; AND
B) ANY ACTIONS WHICH ARE IN CONFLICT WITH PIMCORE'S INSTRUCTIONS.

13.4 THE CUSTOMER MUST GIVE NOTICE OF DEFECTS OR DAMAGE TO THE SOFTWARE IN TEXT FORM IMMEDIATELY, BUT AT THE LATEST WITHIN EIGHT (8) DAYS OF RECEIVING THE LICENSE KEY. HIDDEN DEFECTS IN THE SOFTWARE MUST BE REPORTED BY THE CUSTOMER IMMEDIATELY, BUT AT THE LATEST WITHIN EIGHT (8) DAYS OF BECOMING AWARE OF THEM. A HIDDEN DEFECT IS A DEFECT THAT THE CUSTOMER COULD NOT OR COULD NOT HAVE RECOGNIZED BY APPLYING THE DILIGENCE OF A PRUDENT BUSINESSMAN. THE DEFECT OR DAMAGE MUST BE DESCRIBED IN DETAIL AND COMPREHENSIBLY IN THE NOTICE OF DEFECTS. IN THE CASE OF DEFECTS OR DAMAGE THAT DO NOT OCCUR REGULARLY, THE EXACT TIMES AND GENERAL CONDITIONS OF THE OCCURRENCE OF THE DEFECTS OR DAMAGE MUST BE STATED. THE CUSTOMER MUST ENABLE PIMCORE TO INVESTIGATE AND RECTIFY THE DEFECTS OR DAMAGE. IF THE CUSTOMER DOES NOT GIVE NOTICE OF THE DEFECT OR DAMAGE IN GOOD TIME WHEN THE SOFTWARE IS PROVIDED UNDER THE PURCHASE AGREEMENT, GUARANTEE, WARRANTY AND COMPENSATION CLAIMS AS WELL AS ANY OTHER CLAIMS ARE EXCLUDED. IF THE SOFTWARE IS PROVIDED UNDER A LEASE AGREEMENT, THE CUSTOMER SHALL NOT BE ENTITLED TO CLAIM COMPENSATION FOR THE DEFECT OR DAMAGE FOR THE PERIOD BY WHICH THE NOTICE OF DEFECT IS DELAYED. THE CUSTOMER'S CLAIM TO RECTIFICATION OF THE DEFECT SHALL REMAIN UNAFFECTED.

13.5 THIS EXPRESS WARRANTY ONLY APPLIES IF:
A) DEFECTS OCCUR WITHIN SIX (6) CALENDAR MONTHS AFTER THE SERVICES HAVE BEEN PERFORMED;
B) PIMCORE IS NOTIFIED IN WRITING WITHIN EIGHT (8) DAYS OF THE ALLEGED DEFECT FIRST COMING TO THE NOTICE OF THE CUSTOMER; AND
C) THE CUSTOMER HAS FULFILLED ALL OF HIS CONTRACTUAL OBLIGATIONS UNDER THE CONTRACT.

13.6 IN CASE ANY PRODUCT CONTAINS SOFTWARE, PIMCORE MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, PIMCORE DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE SERVICES PROVIDED BY PIMCORE, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED.

13.7 THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF PIMCORE SET FORTH IN THESE GTC ARE IN LIEU OF, AND PIMCORE DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO SERVICES HEREUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE,

NONINFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE. PIMCORE HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER.

14. Limitation of Liability

14.1 NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT TO THE CONTRARY, PIMCORE SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR:

A) ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES;

B) ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS OR FOR ANY FINANCIAL OR ECONOMIC LOSS (WHETHER DIRECT OR INDIRECT) OR FOR ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE WHATSOEVER; OR

C) ANY OTHER AMOUNT IN AGGREGATE WITH ANY OTHER LIABILITY (BEING ANY PAST, PRESENT OR FUTURE LIABILITY) TO WHICH THIS SECTION APPLIES, THAT EXCEEDS THE AGGREGATE VALUE OF ALL PAYMENTS OF THE CONTRACT PRICE MADE UNDER THESE GTC.

14.2 OTHERWISE, WHERE IT IS PERMITTED AT LAW TO DO SO THE REMEDIES IN SECTION 13.2 OF THESE GTC WILL APPLY.

15. Indemnity

The Customer shall indemnify, defend, and hold harmless Pimcore, its shareholders, directors, officers, employees and other agents against all costs, claims, demands, expenses and liabilities of any nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against Pimcore or which the Pimcore may sustain, pay or incur as a result of or in connection with the provision of the Services unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to any breach of the Contract or guarantee by, or gross negligence of, Pimcore or its duly authorized employee or agent.

16. Insurance

Customer shall, at its sole expense, maintain and carry insurance in full force and effect which includes but is not limited to employer's liability, workman's compensation, general liability, public liability, completed operations liability and contractual liability in amounts set forth below with insurance companies rated B+ or better by a rating service. Insurance includes (a) Comprehensive general liability insurance for a limit of One Million US Dollars (USD 1,000,000) for each occurrence and Two Million US Dollars (USD 2,000,000) in the aggregate, (b) statutory worker's compensation and employer's liability insurance for a limit of One Million US Dollars (USD 1,000,000) and (c) automobile liability of One Million US Dollars (USD 1,000,000). Upon Pimcore' request, Customer shall provide Pimcore with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Section 16. Customer shall provide Pimcore with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Pimcore' insurers and Pimcore.

17. Emerging Intellectual Property Rights (Foreground IPR)

17.1 Intellectual property rights (copyrights, patent rights etc.) that are created during the performance of the Contract ("Foreground IPR"), particularly on works, concepts, hardware and individual software including source code, program description in written or machine-readable form specially developed by Pimcore, belong to Pimcore.

17.2 The Customer is granted a non-transferable, revocable, and non-exclusive right to use the Foreground IPR within the purpose of the Contract. In case of software this right includes the use on the hardware as agreed and their successor systems. For a changed operating system or higher performance class the modification and extension of the right of use requires the approval of Pimcore.

17.3 Both Parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

18. Pre-Existing Intellectual Property Rights (Background IPR)

18.1 Pre-Existing intellectual property rights (copyrights, patent rights etc.) ("Background IPR") remain with Pimcore or third parties.

18.2 Customer shall not reverse-engineer or any other way alter the Services without Pimcore's prior written consent.

18.3 The Customer is granted a non-exclusive, revocable, and non-transferable right to use the pre-existing intellectual property rights for the agreed purpose in the Contract.

18.4 If Pimcore supplies any Services in accordance with the Customer's specifications or using the Customer's goods, the Customer shall indemnify Pimcore from and against all actions, claims, demands, costs, expenses and liabilities arising in connection with any alleged or actual infringement of the intellectual property rights of a third party.

19. Infringement of Intellectual Property Rights

19.1 Pimcore shall defend and indemnify the Customer against any claim by a third party alleging that Services furnished under the Contract infringe a patent in effect, or any registered copyright or trademark, provided that the Customer:

a) promptly notifies Pimcore in writing of such claim;

b) makes no admission of liability and does not take any position adverse to Pimcore;

c) gives Pimcore sole authority to control defense and settlement of the claim; and

d) provides Pimcore with full disclosure and reasonable assistance as required to defend the claim. This includes, to the extent permitted by law, that the Customer permits Pimcore to conduct a possible trial and be responsible for the measures and instructions for a settlement in court or out of court of the lawsuit. In the case of a trial, the Customer shall consult Pimcore immediately. If necessary, he takes first damage-reducing measures.

19.2 Section 19.1 of these GTC shall not apply and Pimcore shall have no obligation or liability with respect to any claim based upon:

a) Services that have been modified, or revised;

b) the combination of Services with other goods or services when such combination is a basis of the alleged infringement;

c) failure of the Customer to implement any update provided by Pimcore that would have prevented the claim;

d) unauthorized use of Services; or

e) Services made or performed to the Customer's specifications.

19.3 Should any Services, or any portion thereof, become the subject of a claim, Pimcore may, at its option:

a) procure for the Customer the right to continue using the Services, or applicable portion thereof;

b) modify or replace them in whole or in part to make it non-infringing; or

c) failing i) or ii), take back infringing Services and refund the price received by Pimcore attributable to the infringing Services.

19.4 Section 19 of these GTC states Pimcore's exclusive liability for intellectual property infringement relating to the provision of its Services.

20. Confidentiality

20.1 Both Parties shall treat in strict confidence all the other Party's information which is neither generally known nor generally accessible ("Confidential Information"), and shall use it only for the purpose of fulfilling the Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel and consulted specialists. In case of doubt, all information is Confidential Information and to be treated confidentially.

20.2 Confidential Information of a Party does not include information which:

a) was already known to the other Party, before it was made accessible by the disclosing party;

b) is or becomes generally known without the other Party's responsibility;

c) was disclosed to the other Party by a third party without any transfer restriction;

d) was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or

e) has to be disclosed based on a legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want implement.

20.3 This obligation of confidentiality already exists prior to the conclusion of the Contract and remains valid for a period of five (5) years after termination of the contractual relationship. Any information concerning a Party's trade secret shall be kept confidential as long as such a trade secret remains valid.

20.4 A Party must not disclose any Confidential Information of the other Party to a third party without the prior written approval of the other Party to the Contract. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

20.5 Notwithstanding Section 20.4 of these GTC, Pimcore may disclose Confidential Information of the other Party to Pimcore's affiliates as well as subsidiaries, and enlisted specialists (lawyers, auditors, experts).

20.6 Unless otherwise set forth herein, advertising and publications about specific services in connection with the Contract require the written approval of the other Party. Without the written approval of Pimcore, the Customer may

not advertise the fact that a collaboration between the Parties exists or existed, and may not give Pimcore as a reference.

21. Data Protection

21.1 The Parties agree to carry out such steps as may be necessary to reasonably ensure adequate data protection, corresponding with respective applicable law. In particular they undertake to take economically, technically and organizationally reasonable measures to protect any data connected or relating to the Contract.

21.2 Personal data may only be processed for the purpose and to the extent required for the fulfillment of the Contract and for safeguarding a high service and security standard. To this extent and for this purpose personal data may also be passed on to another company of the Pimcore Group and to its domestic and foreign business partners, as far as legally admissible.

21.3 The Parties transfer the commitments specified in this Section 21 to their subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract.

22. Term and Adjustments

Each contract has a term of twelve (12) months. The term is extended by a further twelve (12) months' period in each case unless one party cancels the agreement with a notice period of three (3) months to the end of the respective term.

If necessary, Pimcore shall reasonably adjust the prices annually, taking into account price increases of third-party suppliers as well as factors such as inflation, consumer and producer price index, collective labour agreements, currency fluctuations and similar external factors beyond Pimcore's control. Price adjustments shall be communicated to the customer in text form at least one month before the end of the respective term for the respective extended term. In this case, the customer has the right to special termination with a notice period of two weeks to the end of the respective term. If the customer does not exercise this special right of termination, the new price shall apply from the extension of the term.

If the customer continues to use the services of Pimcore despite the effective termination of the agreement, this shall be deemed an offer by the customer to conclude a new agreement under the terms of the terminated agreement (in particular with a minimum term and termination option), but at the prices applicable at the time of the offer. Pimcore may accept the customer's offer by providing the service.

23. References

Pimcore is authorized to name itself as the copyright holder on the services created by Pimcore for the Customer.

Pimcore may use the Customer's data such as name and logo, project description, project images and similar for advertising purposes free of charge as a reference or as a reference to the business relationship with the customer. The customer may object to this use if it infringes its legitimate interests.

24. Platform as a Service (PaaS)

For PaaS services, the PaaS Terms and Conditions shall apply and, in case of contradictions, shall have precedence over these GTC.

25. Non Solicitation

The Customer shall not, directly or indirectly, solicit employees from Pimcore. This provision shall remain in force for three (3) years after the end of the Contract.

26. Compliance

26.1 The Parties represent and warrant that they each comply and shall continue to comply with applicable legal standards, particularly with the competition and antitrust laws, industrial safety and child protection provisions (e.g. regarding conflict commodities), the prohibition of human-trafficking and with the core conventions of the International Labor Organisation, as well with the provision against counterfeits or for the protection of the environment and of health.

26.2 The Parties commit themselves not to directly or indirectly make any payment, gift or other commitment to any person in a manner contrary to applicable law, or accept financial or other favors, if in return the giving party expects an unjustified advantage or is rewarded. The Parties also commit themselves to comply with the U.S. Foreign Corrupt Practices Act and the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997 also in private business transactions.

26.3 The Parties shall require their personnel, subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract to comply with this Section 26.

27. Miscellaneous

27.1 Assignment. Customer shall not assign any of its rights under the Contract, except with the prior written consent of Pimcore. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner.

Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section 27.1 is void.

27.2 Notices. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to an officer of or personally to the other Party, or (b) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section 27 of a change of address.

27.3 Waiver. No waiver by Pimcore of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Pimcore. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

27.4 Survival. Provisions of the GTC, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract, including but not limited to Sections 17, 18,19, and 20.

27.5 No-Third Party Beneficiaries. The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the GTC and/or Contract.

27.6 Governing Law and Dispute Resolution.

a) Any claims, disputes or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflicts of laws that would require the application of the laws of another jurisdiction.

b) The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in New York, New York, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the Parties.

c) Notwithstanding anything to the contrary herein, any Party may seek injunctive relief against the other Party with any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this Contract or the breach of any relevant obligations, including but not limited to Section 20.

27.7 Entire Agreement. The Contract, in conjunction with such other agreements relating to Services concluded between the parties, contains the entire agreement between the Parties with respect to the provision of Services and supersedes all prior agreements and understandings between the Parties.

27.8 Severability. Should any provision of the GTC and/or Contract be deemed incomplete, legally invalid or unenforceable, such provision may be severed from the GTC and/or Contract and be replaced by as closely an equivalent effective provision as possible. The remaining terms of the GTC and/or Contract shall remain in full force and effect.

27.9 Independent Contractor. For the purpose of the Contract, Pimcore is an independent contractor and nothing in herein shall be deemed to make Pimcore an agent, employee, partner, or joint venturer of Customer. Neither Party shall have any authority to bind, commit, or otherwise obligate the other Party in any manner whatsoever.

27.10 Amendments. The GTC may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of Pimcore.