

## Terms of Use - Software-as-a-Service (SaaS)

These "Terms of Use - Software-as-a-Service (SaaS)" (hereinafter referred to as "**SaaS Terms**") shall apply to any contract between Brainsuite.ai GmbH, Sonnenberg 7, 22958 Kuddewörde (hereinafter referred to as "**Brainsuite**") and the customer (hereinafter referred to as the "**Customer**") for the Customer's use of the SaaS platform *brainsuite* and software products based on the *brainsuite* SaaS platform via the internet. Brainsuite and the Customer are hereinafter also referred to individually as "**Party**" and jointly as "**Parties**".

### 1. Subject Matter, Contract Structure and Order of Precedence

- 1.1 Details of the software product (each a "**Tool**") to be provided by Brainsuite on the *Brainsuite* SaaS platform for the Customer's use via the internet (hereinafter collectively the "**SaaS Solution**"), as well as any additional services to be provided by Brainsuite on the Customer's behalf, if any (hereinafter collectively the "**Contractual Services**"), are laid out in the order document (hereinafter the "**Order Form**"), which incorporates these SaaS Terms. The Order Form also specifies the fees to be paid by the Customer to Brainsuite as well as any provisions deviating from the SaaS Terms agreed upon by the Parties, if any, e.g. as to the contractual term.
- 1.2 The Order Form, these SaaS Terms and the annexes referenced therein are hereinafter collectively referred to as the "**SaaS Agreement**". In case of any inconsistencies, the order of precedence shall be as follows: (1) the Order Form, (2) the SaaS Terms, (3) the annexes; Section 16.1 remains unaffected.
- 1.3 The terms of the SaaS Agreement shall also apply to any changes Brainsuite may make to the SaaS Solution during the contractual term, e.g. through patches, updates, upgrades.
- 1.4 Services and deliverables not expressly agreed upon in the SaaS Agreement are not part of the subject matter of the SaaS Agreement. In particular, Brainsuite shall not be obliged to deliver software for installation and use at the Customer's premises, or to provide the Customer with any software source code.
- 1.5 The Customer's terms and conditions shall not apply, except to the extent Brainsuite has expressly agreed to the Customer's terms and conditions in writing or in text form.

### 2. Provision of the SaaS Solution, Access Credentials

- 2.1 Brainsuite will operate the SaaS Solution on servers set up for this purpose and provide the current version SaaS Solution in accordance with the agreed availability (see Section 4) for access and use over the internet. The relevant handover point shall be the internet node situated within the data center from which the SaaS Solution is made available.
- 2.2 Brainsuite shall provide the Customer with access to the SaaS Solution by either providing the Customer with user name and password or other means of authentication (collectively "**Access Credentials**"), by enabling the Customer to set up the Access Credentials itself, and/or by providing a single sign-on option. The Customer can take access to the SaaS Solution by using a standard web browser or via an API that adheres to the interface description provided by Brainsuite for this purpose. The respectively currently supported web browsers and versions are accessible on the designated website specified by Brainsuite to this end.
- 2.3 The Customer shall ensure that only duly authorized users (each a "**User**") designated by the Customer have access to the SaaS Solution. The Customer shall appropriately safeguard Access Credentials against unauthorized access. Any use of Access Credentials and the SaaS Solution, including any use in violation of the Agreement and other unauthorized use, shall be deemed, in relation to Brainsuite, as usage on behalf of the Customer, unless the Customer is not responsible (*kein Vertretenmüssen*) for the unauthorized use.

### 3. Scope and Quality of the SaaS Solution, Customizing, Backups

- 3.1 The SaaS Solution provides the Customer with the features described in the Order Form that are to support the Customer in analyzing marketing measures. Unless otherwise specified in the Order Form, the SaaS Solution's user interface is available in English.
- 3.2 The Customer is aware and agrees that
  - a) the Customer requires a sufficiently dimensioned internet connection to properly use the SaaS Solution;

- b) the concepts and methods developed by Brainsuite, on which the SaaS Solution is based upon, have been developed with the care customary in the market, and that the results calculated and displayed by the SaaS Solution are predictions and in particular not a probability of occurrence. Brainsuite is not responsible towards the Customer for the occurrence of the predictions;
- c) while the SaaS Solution is able to support the Customer in taking decisions related to marketing measures, the final decision on the respective marketing measures must always be made by the Customer and shall always be the Customer's own responsibility;
- d) Brainsuite does not verify whether information entered into the SaaS Solution by or for the Customer are complete or accurate;
- e) Brainsuite is able, but not obliged, to monitor the scope of use of the SaaS Solution by the Customer, in particular to ensure the Customer's compliance with usage restrictions agreed upon; and
- f) the SaaS Solution may integrate certain third-party software features that interact with the Tool subscribed for by the Customer via interfaces.

3.3 Brainsuite may update and make other reasonable changes to the SaaS Solution during the term of the Agreement without an explicit consent of the Customer being required, in particular to align with legal changes, technical developments (e.g. new versions of web browsers or operating systems), to improve IT security and/or to improve the accuracy of the forecasts and predictions generated by the SaaS Solution. In doing so, Brainsuite will appropriately take into account the legitimate interests of the Customer.

3.4 The Customer shall not be entitled to any further development or other changes to the SaaS Solution by Brainsuite specifically for the Customer. Should the Customer require specific adaptations of the SaaS Solution due to new or changed requirements (e.g. change of the underlying data, optimization of the neural network with new data, additional languages, changes to results dashboard, etc.), Brainsuite may offer to implement such adaptions for a fee to be paid by the Customer on the basis of a separate agreement between the Parties. Brainsuite's obligation to provide and maintain the SaaS Solution in accordance with the SaaS Agreement (*vertragsgemäß*), however remains unaffected.

#### **4. Availability of the SaaS Solution**

4.1 Brainsuite warrants an availability of the SaaS Solution of 98% on an annual average. The SaaS Solution is considered unavailable if material functions of the SaaS Solution cannot be accessed, whereas the internet node of the data center from which the SaaS Solution is made available shall be decisive.

4.2 Outages and interruptions due to (i) planned maintenance work; (ii) emergency maintenance measures; or (iii) circumstances outside Brainsuite's direct control – such as cases of force majeure or external attacks on the SaaS Solution or the underlying by third parties – shall not be taken into account when calculating the SaaS Solution's non-availability.

4.3 Planned maintenance work may particularly include maintenance work on the relevant server infrastructure, and deploying patches or updates as well as other adjustments to the SaaS Solution. As a general rule, planned maintenance work shall be carried out between 08:00 am and 10:00 am CET. Brainsuite shall endeavor to notify Customer at least seven (7) days in advance about planned maintenance work carried out outside this maintenance window in case it will have significant impact on the availability of the SaaS Solution. Emergency maintenance measures may particularly include the installation of hotfixes and critical security updates. Where feasible, Brainsuite will notify Customer about emergency maintenance measures in advance.

#### **5. Rights of Use, Usage Restrictions**

5.1 Brainsuite shall grant the Customer for the term of the SaaS Agreement a non-exclusive, non-transferable right to access the SaaS Solution via the internet using the Access Credentials, and to use the SaaS Solution in accordance with the terms of the SaaS Agreement for the intended purpose (*bestimmungsgemäß*). The intended purpose includes the Customer's use of the SaaS Solution for the evaluation of data and generating corresponding reports with the functionalities provided by the SaaS Solution. The right to use granted to the Customer is limited to the countries and/or languages specified in the Order Form.

5.2 With respect to the reports and other files that the Customer may download from the SaaS Solution and store on the Customer's own systems by using the functionalities provided by the SaaS Solution for this purpose, the right of use according to 5.1 shall apply with the proviso that the Customer may use and share these files with third parties without restriction in terms of time and location (*örtlich und zeitlich unbeschränkt*).

- 5.3 The Customer shall not be permitted to use or have used the SaaS Solution beyond the scope of use expressly permitted, or to make the SaaS Solution available to third parties. For the avoidance of any doubts, affiliated companies of the Customer shall also be considered third parties. The Customer shall particularly not be permitted to reproduce, sell, rent, lend or otherwise transfer the SaaS Solution or (parts of) the underlying software. Mandatory statutory rights the Customer may have shall remain unaffected.
- 5.4 For the Customer's use of the SaaS Solution, the respectively current version of the Fair Use Policy available at [https://getbrainsuite.com/s/Brainsuite\\_FairUsePolicy\\_EN.pdf](https://getbrainsuite.com/s/Brainsuite_FairUsePolicy_EN.pdf) (hereinafter the "**Fair Use Policy**") shall apply in addition.
- 5.5 The Customer shall without undue delay notify Brainsuite if the Customer becomes aware of any violation of Section 5 in writing or in text form.

## **6. Support**

- 6.1 Unless agreed otherwise in the Order Form, Brainsuite shall accept support requests made by the Customers with respect to the Customer's use of the SaaS Solution by email, from Monday to Friday between 9.00 a.m. and 6.00 p.m. CET, with the exception of public holidays in Schleswig-Holstein, Germany, and shall respond as reasonable feasible.
- 6.2 The Customer may commission additional support services, e.g. support via hotline, and training, on the basis of a separate agreement with Brainsuite.

## **7. Customer's Cooperation Duties and Responsibilities**

- 7.1 The Customer shall only use the SaaS Solution within the contractually permitted scope and must ensure compliance with any statutory and regulatory requirements applicable to the Customer's use of the SaaS Solution. In case the Parties have agreed additional usage restrictions for the use of the SaaS Solution (e.g. a maximum number of Users), the Customer shall take appropriate measures to ensure compliance with these usage restrictions as well.
- 7.2 The Customer shall instruct each User to (i) treat Access Credentials confidentially, (ii) comply with the permitted use and use restrictions agreed upon in the SaaS Agreement, and (iii) adhere to the Fair Use Policy. The Customer shall adequately monitor compliance of its Users with these obligations.
- 7.3 The Customer shall bear sole responsibility for the functionality and adequate dimensioning of its internet connection for accessing and using the SaaS Solution.
- 7.4 The Customer shall configure its systems and programs in a manner that does not compromise the security, integrity, or the operation of the systems employed by or on behalf of Brainsuite for the provision of the SaaS Solution. The Customer shall solely be responsible for the security of its own systems and their protection against malware and attacks. The Customer will implement and maintain appropriate measures to prevent and reduce potential impacts of disruptions or deficiencies in the SaaS Solution.
- 7.5 If the Customer suspects or becomes aware of (i) an unauthorized use of the SaaS Solution; (ii) loss or theft of Access Credentials; or (iii) circumstances or incidents compromising the security of the SaaS Solution, the Customer shall without undue delay notify Brainsuite at least in text form.
- 7.6 In the event of any malfunction, functional failure, or impairment of the SaaS Solution, the Customer shall without undue delay inform Brainsuite as precisely as possible. If the Customer fails to make such a notification, § 536c German Civil Code (BGB) shall apply accordingly. If remote access to the Customer's account is necessary for rectifying the issue, the Customer will facilitate such access.
- 7.7 The Customer shall provide all cooperation duties and services at its own expense, in a timely manner, and in a professionally proper manner.

## **8. Customer Content**

- 8.1 The Customer shall bear exclusive responsibility for the completeness, accuracy, and legality of the information entered, uploaded, or otherwise stored by or on behalf of Customer while using the SaaS Solution (collectively "**Customer Content**").

8.2 By entering, uploading, or otherwise providing Customer Content, the Customer grants Brainsuite a non-exclusive, irrevocable, worldwide right to use the Customer Content for the purpose of fulfilling the SaaS Agreement. This includes the rights to reproduce, process, and display the Customer Content as part of the SaaS Solution, until the SaaS Agreement has been fully executed. Brainsuite may exercise this right through third parties on its behalf, such as hosting service providers. The Customer assures that it possesses all necessary rights to the Customer Content, including image, trademark, and copyright rights, and that the Customer has validly obtained all necessary consents and approvals, especially for the processing of personal data.

8.3 The Customer shall ensure and warrant that:

- neither the Customer Content itself nor its input, storage, retrieval, or processing infringes upon the rights of third parties (including copyrights, personal rights, and industrial property rights) or violates applicable law;
- the Customer Content is neither wholly nor partially glorifying violence, shocking, discriminatory, inciting hatred, inhuman, racist, extremist, sexist, or otherwise immoral, criminal, abusive, threatening, defamatory, or offensive, nor does it incite criminal, immoral, or endangering acts;
- the Customer has validly obtained and maintains all consents and approvals of third parties required for the input, storage, and processing of the Customer Content, including consents required under data protection law; and
- the Customer Content does not contain or spread viruses or other malware.

8.4 The Customer assumes sole and unlimited liability towards third parties who assert an infringement of rights in connection with Customer Content against Brainsuite or its vicarious agents (*Erfüllungsgehilfen*). Upon Brainsuite's request, the Customer shall, to the extent permitted by law, assume the extrajudicial and judicial defense against third-party claims asserted against Brainsuite in connection with Customer Content. The right of Brainsuite to (also) defend itself remains unaffected. The Customer may only undertake actions, a settlement of a dispute, and legal actions with effect for Brainsuite with the prior consent of Brainsuite. The Customer shall bear the costs of defense against claims asserted in connection with Customer Content, including reasonable costs of legal defense by Brainsuite. All other rights and claims of Brainsuite remain unaffected.

8.5 Brainsuite will secure Customer Data through daily backups. The backups are retained for a period of thirty (30) days and then deleted. In the event that it should be necessary to restore a backup due to the Customer's fault (*Verschulden*), the Customer must reimburse Brainsuite for any expenses incurred. Further claims and rights of Brainsuite remain unaffected.

8.6 The Customer has the option to export Customer Content where this functionality is provided for by the relevant Tool. Brainsuite shall have no right of retention for Customer Content. Following termination of the contract, Brainsuite will delete the Customer Content.

## 9. Fees and Payment Terms

9.1 The Customer shall be obligated to pay the fees agreed upon in the Order Form. All prices and price agreements are subject to the applicable statutory value-added tax at the time the relevant service is provided.

9.2 Unless expressly agreed otherwise, the claim to payment of the agreed fees shall arise for each in advance.

9.3 Payments are due on the day of invoicing (invoice date) and must be paid no later than fourteen (14) days after the due date.

9.4 The Customer shall only be permitted to use the SaaS Solution beyond the rights of use granted in the SaaS Agreement with the prior written consent of Brainsuite. In the event of additional use without such prior consent, Brainsuite is entitled to demand the fees incurred for this additional use in accordance with Brainsuite's currently valid price list. Any further rights and claims of Brainsuite remain unaffected.

9.5 Brainsuite is entitled to increase the rental fee appropriately, at most once a year, with a written notice of three (3) months, but for the first time after the expiry of twenty-four (24) months after the conclusion of the SaaS Agreement. The Customer has the right to terminate the SaaS Agreement with a notice period of six (6) weeks after receipt of the announcement of the increase if the increase exceeds 10%.

## 10. Material Defects and Defects of Title

10.1 Brainsuite warrants that the SaaS Solution meets the agreed-upon quality and that the contractual use of the SaaS Solution by the Customer does not infringe upon any rights of third parties. In the case of material defects (*Sachmängel*) or defects of title (*Rechtsmängel*), §§ 535 ff. of the German Civil Code (BGB) shall apply, with the following provisions.

- 10.2 Any material defects (*Sachmängel*) of the SaaS Solution shall be remedied by Brainsuite within a reasonable period of time.
- 10.3 In the event of defects of title (*Rechtsmängel*), Brainsuite shall provide the Customer with a contractual usability (*vertragsgemäße Benutzungsmöglichkeit*) of the SaaS Solution or eliminate the defect of title by adjusting the SaaS Solution accordingly. Brainsuite will appropriately take into account the legitimate interests of the customer in this process.
- 10.4 Brainsuite shall be entitled to condition the rectification of defects on the Customer not being in arrears with the payment of the owed fees.
- 10.5 If the Customer asserts a defect even though there is actually no defect, the Customer shall reimburse Brainsuite for any expenses and costs incurred as a result, unless it was not recognizable to the Customer with the care customary in the trade that there was no defect.
- 10.6 The Customer shall be solely responsible for the content and accuracy of the Customer Content and for the decision on specific marketing measures.

## 11. Liability

- 11.1 In all cases of contractual and non-contractual liability, Brainsuite shall pay damages exclusively in accordance with the following limits:
  - a) Unlimited in the event of intent and gross negligence;
  - b) In the event of slight negligence, only in the case of a breach of a material contractual obligation (*Kardinalpflicht*), in the amount of the foreseeable damage typical for the contract.
- 11.2 The liability without fault according to § 536a para. 1, 1st alternative German Civil Code (BGB) for defects existing at the time of the conclusion of the contract shall be excluded.
- 11.3 The above limitations of liability shall not apply to liability for personal injury and liability under the Product Liability Act (*Produkthaftungsgesetz*).

## 12. Force Majeure Events

- 12.1 Brainsuite shall be released from the obligation to perform under this SaaS Agreement to the extent and duration that the non-fulfillment of services is caused by the occurrence of force majeure circumstances.
- 12.2 Force majeure circumstances include, for example, war, strikes, riots, expropriations, fundamental changes in the law, storms, floods, and other natural disasters, as well as other circumstances for which Brainsuite is not responsible, particularly water ingress, power failures and interruptions, or destruction of data-carrying lines or infrastructure, and attacks by third parties on the SaaS Solution or the underlying infrastructure.
- 12.3 Each Party shall without undue delay notify the other Party in writing of the occurrence of a case of force majeure.

## 13. Term and Termination

- 13.1 The SaaS Agreement is concluded for an indefinite period. Either Party may terminate the SaaS Agreement without cause (*ordentliche Kündigung*) with a notice period of two (2) months giving effect to the termination at the end of the relevant contract year. However, if a minimum term is agreed upon between the Parties, termination without cause is possible by giving effect to the termination at the end of this minimum term at the earliest.
- 13.2 If the Parties have agreed to a "Discovery Phase" or a test phase in the Order Form, either Party may also terminate the SaaS Agreement without cause during the first three (3) months of the contract term with a notice period of two (2) weeks.
- 13.3 The Parties' right to termination for good cause remains unaffected. A good cause shall particularly be deemed to exist if
  - a) the other Party repeatedly violates material contractual obligations under the SaaS Agreement despite a warning;
  - b) the other Party commits a tortious act in connection with the SaaS Agreement; or
  - c) the other Party ceases business operations in whole or in part, and continued operation is not secured by a direct legal successor.
- 13.4 Any termination must be in writing to be effective.

13.5 Upon termination of the SaaS Agreement, for whatever reason, the Customer's contractual rights to use the SaaS Solution shall end. The Customer's right to use reports generated during the term of the SaaS Agreement shall survive the termination of the SaaS Agreement within the scope set forth in Section 5.2.

#### **14. Termination of individual Tools, Subscribing to additional Tool-Features**

14.1 If, upon entering into the SaaS Agreement, the Customer has subscribed to multiple Tools as part of the SaaS Solution, either Party may also partially terminate the SaaS Agreement for specific Tools in accordance with Section 13.1 in writing. Any such partial termination must be explicitly designated as such and clearly identify the Tool intended for termination. In the event of a partial termination, the SaaS Agreement shall remain unaffected for all Tools not terminated. Should the Customer desire to subscribe to additional Tools, a separate SaaS Agreement must be executed.

14.2 The Customer has the option to subscribe to additional features provided by Brainsuite for individual Tools (each referred to as a "**Tool-Feature**") at any point during the SaaS Agreement's contractual term. In case the Customer subscribes to an additional Tool-Feature, the terms of this SaaS Agreement also apply to this additional Tool-Feature, with the proviso that the contractual term for additional Tool-Features aligns with the (remaining) contractual term for the respective Tool. Partial termination of the SaaS Agreement for individual Tool-Features shall be excluded.

#### **15. Restrictions, Suspension and Deletion**

15.1 If Brainsuite has reasonable grounds to suspect that the Customer's Access Credentials are being misused or used in violation of the SaaS Agreement, Brainsuite is entitled to block and replace the Access Credentials.

15.2 Brainsuite also is entitled to temporarily suspend the Customer's access to the SaaS Solution if (i) the Customer is in default of a significant portion of the agreed-upon fees or (ii) the Customer's systems deviate from normal operational behavior, thereby compromising the security, integrity, or availability of the SaaS Solution.

15.3 If Brainsuite, based on actual indications, has reason to believe that the Customer has entered or processed Customer Content in violation of the SaaS Agreement, particularly contrary to Section 8.3, Brainsuite may inform the Customer and provide the Customer an opportunity to either (i) remove the relevant Customer Content, or (ii) demonstrate that the input and processing are in accordance with the SaaS Agreement. If the Customer fails to fulfill either of these options within a reasonable period, Brainsuite may remove or block the Customer Content concerned.

15.4 Brainsuite shall appropriately consider the legitimate interests of the Customer in making the aforementioned decisions and implementing the aforementioned measures.

15.5 This Section 15 shall not affect any other of Brainsuite's claims and rights, such as retention and termination rights.

#### **16. Data Protection**

16.1 Should personal data be transmitted from the Customer to Brainsuite's servers while using the SaaS Solution, the Customer must inform Brainsuite accordingly. In such instances, the Parties shall enter into a data processing agreement, if deemed necessary. The data processing agreement concluded shall takes precedence within its specified scope.

16.2 The Customer, in relation to Brainsuite, assumes exclusive responsibility for the legality of the processing of personal data and compliance with the requirements of applicable data protection laws, including for proper notification of data subjects (Art. 12 ff. GDPR).

16.3 The Customer shall fully indemnify Brainsuite against all claims, regulatory measures, and sanctions associated with the processing of personal data, except in cases where Brainsuite is responsible (*Vertretenmüssen*) for unauthorized processing conducted contrary to the Customer's instructions. The Customer's liability encompasses the reimbursement of reasonable legal defense costs. All other claims and rights of Brainsuite remain unaffected.

#### **17. Confidentiality**

17.1 The Parties commit to treating all confidential information obtained during the execution of the SaaS Agreement strictly confidential and not disclosing it to any third party, unless expressly permitted under this Agreement or necessary for the contract's performance or legal enforcement. The Parties will handle confidential information with the same diligence as they apply to their own equally confidential information, however at least with the care of a prudent businessperson.

17.2 "Confidential" are Customer Content, content of reports and information concerning the technical structure of the SaaS Solution.

17.3 Information is not deemed confidential if:

- the receiving Party demonstrably obtains or has obtained it from third parties not bound by restrictions on the use and disclosure of such information;
- it was already generally known at the time of acquisition or subsequently becomes known without a violation of the receiving Party's confidentiality obligation; or
- it was independently developed by the receiving Party before gaining knowledge.

17.4 The receiving Party agrees to take all appropriate measures to ensure confidentiality. It specifically commits to obligating accordingly its employees, as well as other individuals or third parties authorized to use the software in writing. Such commitment agreement must provide a level of protection at least equal to the current confidentiality obligation. Employees will only disclose confidential information to other employees if necessary for collaboration (*need-to-know*). The receiving Party is responsible for any violation of the confidentiality obligation by its employees and all individuals and third parties authorized by the Party to use the software for proper collaboration.

17.5 The confidentiality obligation shall remain in force for a period of three (3) years after the end of the contract.

## **18. Marketing and Reference**

18.1 Brainsuite may publish and otherwise use the Customer's name and logo in press releases and other marketing materials as well as for advertising purposes on social media platforms and elsewhere on the internet, also as a reference customer and in connection with Brainsuite's products and services. Brainsuite shall, to the extent possible, take into account design specifications provided by the Customer for this purpose.

18.2 The Customer may revoke the permission pursuant to Section 18.1 by notifying Brainsuite in text form or written form. Upon receipt of such revocation, Brainsuite's authorization pursuant to section 18.1 shall cease with effect for the future. In particular, Brainsuite shall not be obliged to destroy any marketing materials or communications already printed or produced prior to receipt of the revocation, or to remove or recall any published marketing materials or communications.

## **19. Governing Law, Place of Jurisdiction**

The SaaS Agreement shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from or in connection with the SaaS Agreement shall be Lübeck, Germany.

## **20. Miscellaneous**

20.1 Brainsuite may use subcontractors as vicarious agents (*Erfüllungsgehilfen*). Brainsuite shall be liable for actions and omissions of vicarious agents as if they were Brainsuite's own actions or omissions.

20.2 Unless expressly agreed otherwise, the place of performance for Contractual Services shall be the registered office(s) of Brainsuite from which the respective Contractual Services are provided.

20.3 The Parties may only assign rights or obligations arising under the SaaS Agreement with the consent of the respective other Party. § 354a of the German Commercial Code (HGB) shall remain unaffected.

20.4 The Customer may only set off against Brainsuite claims arising from the SaaS Agreement which are undisputed or have been finally legally established by a court of law and may only exercise a right of retention on the basis of such claims.

20.5 Should individual provisions of the SaaS Agreement be or become invalid, this shall not affect the validity of the remainder of the Agreement. The invalid provision shall be replaced by the statutory provisions.

20.6 The SaaS Agreement conclusively and exclusively governs the relationship between the Parties in connection with the use of the SaaS Solution. The Parties have not concluded any verbal ancillary agreements. Amendments, supplements and additions to the SaaS Agreement shall only be valid if agreed between the Parties in writing. This shall also apply to amending this written form clause itself. Text form shall not suffice.

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