Software License Terms and General Terms and Conditions of Business and Delivery of Quadoa Optical Systems GmbH

1. Scope of application

1.1. The following software license terms and general terms and conditions (hereinafter: "GTC") apply to all contracts between Quadoa Optical Systems GmbH, Silvio-Meier-Str. 1, 10247 Berlin (hereinafter: "Quadoa") and its customer (hereinafter: "customer"), insofar as the customer is an entrepreneur within the meaning of Section 14 BGB (German Civil Code), legal entitiy under public law or a separate public estate. These General Terms and Conditions do not apply to consumers within the meaning of Section 13 BGB (German Civil Code).

1.2 These GTC apply exclusively. Deviations hereof are only effective if they have been confirmed in writing by Quadoa. Contradicting conditions of contract are hereby expressly rejected.

1.3 The GTC also apply if Quadoa carries out the delivery to the customer without reservation in the knowledge of conflicting or deviating conditions of the customer.

1.4 Individual agreements made with the customer on a case-by-case basis (including side agreements, additions and changes) always have priority over these GTC. A written contract or written confirmation from Quadoa is decisive for the content of such agreements, subject to evidence to the contrary.

1.5 Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting a deadline, reminder, withdrawal) must be made in writing, i.e. in writing or text form (e.g. letter, e-mail, fax). Statutory provisions on form and other evidence, especially in the event of doubts about the legitimacy of the declaring party, remain unaffected.

1.6 References to the validity of legal regulations are only used for clarification purposes. Even without such a clarification, the statutory provisions apply, unless they are not directly changed or are explicitly excluded in these GTC.

2. Conclusion of the contract

2.1 Quotes from Quadoa and all information on projects and services as well as prices are always subject to change unless we have designated them as binding or are recognizable as binding. Sending a pre-signed contract is considered a binding offer.

2.2 Unless a commitment period is specified, we are committed to this offer for one month in the case of a binding offer.

3. Subject of delivery and performance

3.1 General regulations for the subject of delivery and performance

3.1.1 The deliveries from Quadoa correspond to the content of the contract recorded in text form. A different or more extensive quality of the delivery item is only considered agreed if it has been explicitly confirmed in writing by Quadoa.

3.1.2 Representations in documentation, product descriptions or advertising by Quadoa do not constitute an agreement on quality, assurances or guarantees. Quality information and guarantees are to be designated as such and require written confirmation from Quadoa. Without this written confirmation, advertising or other public statements will not result in any obligations on the part of Quadoa

3.1.3 Services and work (e.g. training, instruction or technical support) that are not covered explicitly by the service descriptions of the contract must be agreed and paid for separately.

3.2 Transfer of the software „Quadoa Optical CAD"

For the transfer of the software "Quadoa Optical CAD" (hereinafter: "Software") on the basis of purchase, rental or other license agreements, the following provisions apply in addition to the provisions in Section 3.1.

3.2.1 Unless otherwise agreed, the Software is compatible with the following operating system versions and has the following requirements with regard to the hardware to be used:

- Operating systems for Quadoa Optical CAD: Microsoft Windows 10 or higher (64-bit); Linux Debian or Ubuntu
- Operating systems for license software Sentinel LDK: Windows 10 or higher; Windows Server 2012 or higher; Linux Debian or Ubuntu
- Processor 64-bit Intel or AMD processor (X64 or X64 emulation on ARM64)
- Graphics card with OpenGL 3.3 or higher
- At least 4 GB RAM
- At least 200 MB of free hard disk space
- Minimum glibc version requirement 2.29
- At least 1280 × 720 screen
- USB port for USB dongle (only relevant for hardware key)

3.2.2 The Software is delivered in executable form (as object programs) including an operating manual (user documentation or online help) and the

installation instructions. The operating instructions and the installation instructions may also be made available to the customer electronically. As far as the Software contains interfaces to software not to be delivered by Quadoa, Section 69 d of the German Copyright Act applies. Before decompiling, the customer first requests the necessary information from Quadoa.

3.2.3 The Software is installed and put into operation by the customer. All support services provided by Quadoa at the request of the customer (in particular preparation for use, installation and demonstration of successful installation, instruction, training and consulting) will be remunerated on a time and material basis, unless otherwise agreed.

3.2.4 The Software is protected by security measures against unauthorized multiple usage and distribution. Therefore, the installation and use of third-party license software (Sentinel LDK by Thales S.A., registered in the Trade and Companies Register of Nanterre under number 552 059 024, with its registered office at 4 rue de la Verrerie, 92190 Meudon, France) is required for the use, activation, and unlocking of the Software.

The use of this third-party software is subject to the licensing and usage terms of Sentinel LDK, which the purchaser must accept before use. These terms are outlined in the Sentinel LDK End User License Agreement (EULA), available at the following link: https://docs.sentinel.thalesgroup.com/ldk/LDKdocs/Install/Installation%20Guide/Front/EULA2.htm. The purchaser is obligated to review and comply with these terms regularly. The following options are available for activating the Software, and the preferred option must be specified at the time of contract conclusion. Depending on the chosen activation method, the activation process may technically vary. By entering into the contract for the use of the Software, the purchaser acknowledges the requirement for third-party software and accepts the third-party licensing terms.

a) Hardware key: In this case, the Software is unlocked by the Licensee connecting a USB dongle containing the license key to the computer. A commercially available USB port must be present and permanently available on the computer used. Restrictions regarding the required standard of the USB version may result from the Agreement. If a hardware key is used, the Licensee can migrate the Software independently to a new computer if the technical requirements are met on this computer.

b) Hardware key (network version): In this case, the Software is unlocked by the Licensee connecting a USB dongle containing the license key to the network server. The license key is provided within the network by connecting the USB dongle to the network server, which allows the Software to be opened on computers connected to the network server. Since the licenses are concurrent licenses, the Software can be opened on one (1) computer at a time per purchased license. For the hardware key the same technical requirements apply as under a). The computers must be permanently connected to the functional network in order to use the Software.

c) Software Key: In this case, the Software is unlocked by the Licensee reading in an encrypted license key. When the license key is read in, the license key is installed on the computer, which means that the Software can only be opened and used on this computer. It is not possible to migrate the license key to a new computer. A change in the hardware architecture of the computer used can lead to a total loss of the license key. Quadoa therefore strongly advises against changing the hardware architecture of the computer used and is not liable for any total loss of the license key.

d) Software key (network version): In this case, the Software is unlocked by the Licensee reading in an encrypted license key on the network server. When the license key is read in, the license key is installed on the network server, allowing the Software to be opened on computers that are connected to the network server. As these are concurrent licenses, the Software can be opened simultaneously on one (1) computer per purchased license. It is not possible to migrate the license key to a new network server. A change in the hardware architecture of the network server used can lead to a total loss of the license key. Quadoa therefore strongly advises against changing the hardware architecture of the network server used and is not liable for any total loss of the license key.

e) Software Key (Cloud License): With a cloud license, the Software is unlocked by entering a license key provided to the licensee. The license itself is stored on an external server in Germany. The licensing software Sentinel LDK is used for authentication and validation of the license. When you use the Software via cloud access, Sentinel LDK operates in the background to verify your license and ensure its validity. As part of this process, Sentinel LDK may collect and process certain technical data, including but not limited to: IP address, Computer name, Device identifiers, User session details, License-related metadata. These data are used exclusively for license verification, security purposes, and compliance with licensing terms. They are not used for tracking personal activities beyond what is necessary for license management. All data collected by Sentinel LDK is processed in accordance with our privacy policy and applicable

data protection laws. By using the Software via cloud access, you acknowledge and agree to the collection of the aforementioned data for licensing purposes.

3.2.5 Upon full payment of the agreed fee, the customer receives a non-exclusive, unlimited right to use the Software to the extent granted in the contract or the Software manual. The Software manual can be viewed and downloaded at the following link: www.quadoa.com/download#manuals. Prior to complete payment of the fee, all data carriers and the user documentation provided are subject to retention of title. The Software may only be used by a maximum of one natural person at the same time. Under no circumstances does the customer have the right to rent out the purchased Software or to sublicense it in any other way, to reproduce or make it accessible to the public in a wired or wireless manner, or to make it available to third parties for a fee or free of charge. Excluded from the license is any use of the Software for products that are used exclusively for armaments or any direct military purposes and the use of the Software to develop such systems. In particular, the use of the Software for weapon guidance systems, laser weapons, military surveillance and the use of the Software to develop such systems are generally excluded from the license. The use of the Software for any weapon scopes or weapon accessories as well as the use of the Software to develop such systems are excluded from the license unless it serves exclusively civilian purposes (e.g. sports optics, hunting optics).

3.2.6 The customer may transfer the right to use the Software to another user if the customer waives the right to use the Software.

3.2.7 The customer is only entitled to decompile and reproduce the Software if this is legally stipulated. However, this only applies under the condition that Quadoa has not made the necessary information available to the customer within a reasonable period of time upon request.

3.2.8 The customer is entitled to permanently transfer the acquired Software to a third party by handing over the license key and the Software manual. In this case, he will completely stop using the program, remove all installed copies of the program from his computer and delete all copies on other data carriers, unless he is legally obliged to keep them for a longer period. At Quadoa's request, the customer will confirm in writing that the measures mentioned have been carried out in full or, if necessary, explain the reasons for longer storage. Furthermore, the customer will expressly agree with the third party that the scope of the granting of rights in accordance with this Section 3.2 will be observed.

3.2.9 Universities and research institutions can acquire a research license. The research must be carried out and accommodated on site at the university or research institution and must be funded by the institution itself. The use of a research license for projects funded by third-party funds is not permitted.

3.2.10 Student licenses may only be used for private and non-commercial purposes and purposes as part of student education as well as for purposes as part of student theses. Student licenses may not be used for commercial purposes or purposes related to University research projects or projects funded by third parties.

3.2.11 The use of the free trial version is intended exclusively for testing purposes and may not be used for commercial purposes or for research purposes.

3.2.12 If the customer uses the contractual Software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of permitted use) or quantitatively (with regard to the number of licenses acquired), he will immediately acquire the rights of use necessary for the permitted use. If he fails to do so, Quadoa will assert its rights.

3.2.13 Copyright notices, serial numbers and other features used for program identification may not be removed or changed from the contractual Software.

3.2.14 License Dongles, License Keys and Activation

3.2.14.1 Depending on the selected license type, use of the Software requires either the connection of a hardware USB dongle supplied by Quadoa to the target system or the activation of a software license bound to a specific system (soft license). The dongle, license key and activation data serve exclusively as technical means of access. The right of use granted to the Licensee pursuant to Section 3.2.5 exists independently of the existence, condition or whereabouts of the respective means of access.

3.2.14.2 The licenses are provided as offline licenses that do not require a continuous online connection to Quadoa. Consequently, Quadoa has no technical means of subsequently blocking or deactivating individual licenses or monitoring their use. The Licensee acknowledges this.

3.2.14.3 The Licensee shall keep the dongle, license key and activation data in safe custody and protect them against loss, theft, damage and access by unauthorized third parties. Any simultaneous use of the Software beyond the contractually agreed scope is prohibited, in particular the parallel use of a restored or newly issued license alongside a license previously reported as lost or missing.

3.2.14.4 If a dongle is defective upon delivery or a defect arises within the applicable warranty period and such defect already existed at the time the risk passed to the Licensee, Quadoa shall, at its discretion, remedy the defect by repair or by supplying a replacement dongle containing identical license entitlements. No additional license fee shall be charged for this purpose. Free replacement is conditional upon the return of the allegedly defective dongle to Quadoa. If the dongle is not returned or an inspection establishes that the defect was not attributable to Quadoa, Quadoa shall be entitled to charge for the replacement in accordance with its applicable price list.
3.2.14.5 Loss, theft, mechanical damage, damage resulting from improper handling or the actions of third parties or force majeure, as well as the destruction or loss of the system on which a soft license is activated, shall not constitute a defect. In such cases, the Licensee shall have no entitlement to the free-of-charge supply of a replacement dongle, free-of-charge reactivation or the free-of-charge provision of an additional license.
3.2.14.6 In the cases specified in Section 3.2.14.5, Quadoa shall, at the Licensee's request, offer to issue a replacement dongle or reactivate the license against payment in accordance with its applicable price list. Reissuance is conditional upon the Licensee notifying Quadoa of the loss, theft or destruction without undue delay in text form, providing a comprehensible description of the circumstances, and confirming in text form that neither the Licensee nor any third party will continue to use the affected license and that, to the extent possible, the license has been permanently rendered unusable or deleted.
3.2.14.7 If the Licensee breaches Section 3.2.14.3 or the declaration given pursuant to Section 3.2.14.6, the Licensee shall indemnify Quadoa against all resulting third-party claims and shall pay, for each instance of use exceeding the agreed scope, the fee applicable to the respective license in accordance with the current price list. Any further statutory rights and claims of Quadoa shall remain unaffected.

3.3 Software support and maintenance

3.3.1 Unless otherwise agreed, Quadoa will maintain the purchased Software free of charge for the customer (hereinafter: "maintenance") for a period of one (1) year starting with the conclusion of the contract (hereinafter: "maintenance period"). Maintenance includes the elimination of errors in the program, the updating or extension of programs and the exchange for improved Software including documentation ("update"). The maintenance also includes access to the documentation belonging to the programs as well as to files or database material covered by the Software manual.
3.3.2. The elimination of malfunctions and damages caused by improper handling on the part of the customer, by the influence of third parties or by force majeure is not subject of this Agreement, but can be agreed upon in individual cases against separate remuneration. The same applies to damage and malfunctions caused by environmental conditions at the place of installation, by faults or non-performance of the power supply, faulty hardware or other effects for which Quadoa is not responsible.
3.3.3 Software maintenance shall be carried out by qualified personnel who are familiar with the programmes designated in the Software manual. Quadoa shall provide the appropriate state-of-the-art tools for the efficient execution of the maintenance work, such as test programs, test data, compilation software ("compiler"), debugging programs ("debugger") and the like. For the maintenance of Software provided by Quadoa, Quadoa shall regularly transmit the latest program version and only this version will be maintained. In the same way Quadoa will adapt the corresponding documentation.
3.3.4 The person responsible for the system named by the customer in this Agreement and his deputy will receive assistance by Quadoa via email in case of malfunctions of the Software and operator problems. A willingness to provide support that goes beyond this requires a special agreement.
3.3.5 The prerequisite for the maintenance is the fulfillment of the following duties of cooperation of the customer:

- The customer shall inform Quadoa immediately about occurring defects and will support Quadoa in the investigation and elimination of defects within the scope of what is reasonable. This includes in particular to submit written defect reports to Quadoa upon request and to provide other data and protocols which are suitable for the analysis of the defect.
- The customer must allow Quadoa's support staff access to the data processing units on which the programs designated in the Software manual are installed. The customer shall also keep the technical facilities required for the performance of the maintenance work, such as power supply, telephone connection and data transmission lines, ready for operation and provide them free of charge to a reasonable extent.

- The customer nominates a competent employee to Quadoa who is able to provide the information necessary for the execution of the Agreement and to make or arrange for decisions himself. The customer shall keep accurate records of the commencement and duration of downtime for each program designated in the Software manual. It is the customer's responsibility to perform proper data backups and to properly maintain and service the Software and the hardware environment of the Software.

3.3.6 Additional services not covered by the maintenance will be provided by Quadoa upon request of the customer against separate payment, if sufficient support staff is available at the time of the request. The calculation is based on Quadoa's hourly rates valid at the time of performance, taking into account the time required.
3.3.7 After the maintenance period has expired, the customer can conclude a maintenance contract with Quadoa for further maintenance.

4. Period of delivery and performance

4.1 If Quadoa is waiting for the customer's cooperation or information or is otherwise hindered in the execution of the contract through no fault of its own, the delivery and service deadlines are considered to be extended by the duration of the hindrance and an appropriate start-up time after the end of the hindrance. Quadoa must inform the customer of the hindrance in advance.
4.2 Quadoa is only in default with a reminder. All reminders and deadlines set by the customer must be in writing to be effective; any grace periods set must be at least twelve working days.
4.3 The customer may not refuse to accept deliveries and services due to minor defects.
4.4 The delivery deadline will be extended accordingly if the delivery deadline cannot be upheld due to force majeure and other disruptions for which Quadoa is not responsible, e.g. due to force majeure, war, terrorist attacks, import and export restrictions, labor disputes, including those affecting subcontractors. The disruptions for which Quadoa is not responsible within the meaning of the preceding sentence also include (temporary) plant closures as a result of official orders or general orders, in particular due to pandemics or the Infection Protection Act, as well as operational disruptions due to pandemics or comparable circumstances.

5. General obligations of the customers

5.1 The customer shall appoint a responsible contact person. This person can and will make binding decisions on behalf of the customer or bring them about immediately. The contact person is available to Quadoa for necessary information.
The customer shall ensure that competent personnel are available for the use of the Software at the latest at the time of delivery.
5.2 The customer shall acknowledge that the Software including the operating instructions and further documents - also in future versions - are protected by copyright. Source programs in particular are trade secrets of Quadoa. The customer shall take unlimited precautions that source programs are not made accessible to third parties without Quadoa's consent. The transfer of source programs requires Quadoa's consent, which may not be refused against good faith. Quadoa has to deliver source programs only on the basis of an explicit agreement.
5.3 The customer may not do anything that could encourage unauthorised use. In particular, the customer may not attempt to decompile the programs, unless entitled to do so according to Section 3.2.7. The customer shall inform Quadoa immediately if it has knowledge that unauthorised access is imminent or has occurred within its area.
5.4 The customer shall adequately secure work results and other files on the system used ("backup"). The backup shall be made in accordance with the economic and ideal significance of the data concerned. As a guideline, a backup at least once per working day is customary.

6. Terms of payment

6.1 The agreed prices are exclusive of the applicable statutory sales tax.
6.2 Unless otherwise agreed in writing, the customer pays within 14 days of the invoice date without any deduction. Quadoa can, however, also make delivery dependent on delivery versus payment (DVP) or an advance payment, e.g. if there is no business relationship with the customer, or if the delivery is to take place abroad or if there are reasons to doubt the punctual payment by the customer.
6.3 The invoice is issued with each individual delivery or service. No discount is granted. If the payment deadline is exceeded, Quadoa is entitled to charge default interest at a rate of 8% above the base rate. We reserve the right to claim further damages. Quadoa's claim to commercial maturity interest (Section 353 HGB (German Commercial Code) remains unaffected against merchants.

6.4 The customer only has the right to withhold payments or to offset them against counterclaims if his counterclaims are undisputed or have been legally established. He may not assign his claims to third parties.

7. Warranty

7.1 Quadoa warrants the contractual quality in accordance with the rules of sales law, unless otherwise agreed. Quadoa is entitled to make technical changes and improvements at any time.
7.2 The customer shall report defects in writing in a comprehensible and detailed form, stating all information useful for the identification and analysis of the defect. In particular, the work steps that led to the occurrence of the defect, the manifestation as well as the effects of the defect shall be indicated. The Customer shall support Quadoa as far as necessary in the removal of defects, in particular, upon Quadoa's request, to send a data carrier with the Software in question and to provide working materials.
7.3 Claims based on material defects shall not arise where the deviation from the agreed quality is only minor or where the usability is impaired only insignificantly.
7.4 Quadoa can support the customer with alleged warranty claims in the search for the error. If the error cannot be proven to be attributable to Quadoa, Quadoa will invoice the customer for these services.
7.5 If the delivered item is defective, Quadoa can first choose whether Quadoa provides supplementary performance by eliminating the defect (subsequent improvement) or by delivering Software that is free of defects (replacement software). Quadoa is, however, entitled to make the subsequent performance owed dependent on the customer's payment of the purchase price due. However, the customer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect. Quadoa bears or reimburses the expenses required for the purpose of inspection and supplementary performance in accordance with the statutory provisions if there is actually a defect.
Otherwise Quadoa can demand reimbursement of the costs incurred from the unjustified request to remedy the defect, unless the lack of defect was not recognizable to the buyer.
7.6 If the supplementary performance has failed or a reasonable deadline to be set by the customer for the supplementary performance has expired without success or is dispensable according to the statutory provisions, the buyer can withdraw from the purchase contract or reduce the purchase price. In a minor defect, however, there is no right of withdrawal.
7.7 The provisions in Section 9 of these GTC apply to claims for damages and reimbursement of expenses occurred in vain.
7.8 For legal defects that are not based on the infringement of third-party property rights, the provisions of this Section 7 apply accordingly.

8. Knowledge and obligation to examine and notify

8.1 As a fundamental matter, Quadoa is not liable for defects which the customer is aware of when the contract is concluded or which is not aware of due to gross negligence (Section 442 BGB (German Civil Code)).
8.2 Furthermore, the customer's claims for defects require that he has complied with his statutory inspection and notification obligations (Section 377 and Section 381 HGB (German Commercial Code)). The customer must report defects in a comprehensible and detailed form, stating all information that is useful for defect detection and analysis. In particular, the work steps that led to the occurrence of the defect, the appearance and the effects of the defect must be specified.
8.3 If a defect becomes apparent during the delivery, the inspection or at any later point in time, Quadoa must be notified of this immediately in writing. In any case, obvious defects are to be reported in writing within 3 working days from delivery and defects not recognizable during the inspection within the same period from discovery. If the customer fails to properly examine and / or report defects, Quadoa is not liable for defects that are not reported, not reported on time or not properly reported in accordance with statutory provisions.

9. Liability for other cases

9.1 Unless otherwise stated in these GTC including the following provisions, Quadoa is liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
9.2 Quadoa is liable for damages - regardless of the legal reason - within the framework of fault-based liability in the event of willful intent and gross negligence. In the event of simple negligence, Quadoa is liable, subject to statutory liability restrictions (e.g. diligence in its own affairs; insignificant breach of duty), only (a) for damage resulting from injury to life, limb or health and (b) for damage resulting from the breach of an essential contractual obligation (an obligation whose proper fulfilment makes fulfilment of the

agreement possible at all and on whose observance the contractual partner regularly relies and may rely); in this case, however, Quadoa's liability is limited to the replacement of the foreseeable, typically occurring damage.
9.3 The limitations of liability resulting from Section 9.2 also apply to third parties as well as to breaches of duty by persons (also in their favor) for whose fault Quadoa is responsible in accordance with statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods and for claims of the customer under the Product Liability Act.
9.4 Because of a breach of duty that does not consist of a defect, the customer can only withdraw or terminate if Quadoa is responsible for the breach of duty. A free right of termination of the customer (in particular according to Section 650 and Section 648 BGB (German Civil Code)) is excluded. In addition, the legal requirements and legal consequences apply.

10. Statute of limitations

10.1 In deviation from Section 438 (1) No. 3 BGB (German Civil Code), the general limitation period for claims arising from material and legal defects is one year from delivery. If an acceptance has been agreed, the limitation period begins with the acceptance.
10.2 The above limitation period of the sales law also applies to contractual and non-contractual claims for damages by the customer based on a defect in the goods, unless the application of the regular statutory limitation period (Section 195 and Section 199 BGB (German Civil Code)) would lead to a shorter limitation period in individual cases. Claims for damages by the customer in accordance with Section 9.2 Clause 1 and Section 9.2 Clause 2 a) as well as under the Product Liability Act shall only expire in accordance with the statutory limitation periods.
10.3 Exceptions to the Limitation Period Provisions The reduction of limitation periods pursuant to Sections 10.1 and 10.2 shall not apply to claims arising from injury to life, limb or health; claims arising from intentional misconduct or gross negligence on the part of Quadoa, its legal representatives or vicarious agents; claims arising from any guarantee or undertaking as to quality assumed by Quadoa; claims under the German Product Liability Act (Produkthaftungsgesetz); or claims arising from the fraudulent concealment of a defect. In such cases, the statutory limitation periods shall apply.

11. Retention of title

Quadoa retains ownership of the goods sold until all current and future claims from Quadoa from the purchase agreement and an ongoing business relationship (secured claims) have been paid in full.

12. Third-party rights

12.1 Quadoa guarantees that the product does not conflict with any third-party rights.
12.2 If a third party makes legitimate claims against the customer due to the infringement of a commercial property right or copyright within the meaning of Section 12 (hereinafter: "property rights") through products supplied by Quadoa and used in accordance with the contract, Quadoa is liable to the customer as follows:
12.2.1 Quadoa will, at its own option and at its own expense, either obtain a right of use for the product, modify the product so that the property right is not infringed, or exchange the product. If Quadoa is not able to do this under reasonable conditions, Quadoa has to take back the product against reimbursement of the purchase price.
12.2.2 The aforementioned obligations of Quadoa only exist if the customer informs Quadoa immediately in writing of the claims asserted by third parties, does not acknowledge a violation and Quadoa reserves the right to take all defense measures and settlement negotiations. If the customer ceases to use the product to reduce damage or for other important reasons, he must point out to the third party that the cessation of use does not entail recognition of an infringement of property rights. If the customer is responsible for the infringement of property rights, his claims are excluded.
12.3 Claims by the customer are also excluded if the infringement of property rights is caused by special requirements of the customer, by an application not foreseeable by Quadoa or by the fact that the product is changed by the customer or used together with products not supplied by Quadoa.
12.4 Further claims against the supplier are excluded; Clause 9 (Liability for other cases) remains unaffected, as does the customer's right to withdraw from the contract.
12.5 The contractual partners will immediately inform each other of any risks of injury and alleged cases of injury that become known and will give each other the opportunity to mutually counteract such claims.

13. Miscellaneous

The parties understand that the Software may be subject to export and import restrictions. In particular, there may be authorization requirements or the use of the Software or related technologies abroad may be prescribed. The licensee will comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America as well as all other relevant regulations. The fulfillment of the contract by the Licensor is subject to the proviso that there are no obstacles to the fulfillment due to national and international regulations of export and import law as well as no other legal regulations.

14. Final clause

14.1 Quadoa and the customer agree to seek an amicable solution when asserting rights; they will take into account the respective special situation of the contractual partner.

14.2 Should any provision of these GTC and the agreements be or become ineffective, this shall not affect the validity of the rest of the conditions. The contracting parties are obliged to replace the invalid provisions by valid provisions which most approximate the invalid provisions economically.

14.3 The place of jurisdiction for all disputes arising from and in connection with this contract is Berlin (Germany) or, at Quadoa's option, the seat of the business premises that is executing the order, provided that the customer is an entrepreneur, a legal entity under public law or a separate public estate. This also applies if the customer relocates his domicile from within Germany after the conclusion of the contract.

14.4 German law shall be applicable, to the exclusion of the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).