

**Spyker Safari –
General Terms and Conditions**

PREAMBLE

(A) These Spyker Safari – General Terms and Conditions (“**Spyker Safari T&C**”) by Spyker Systems GmbH (“**Spyker**”) apply to all business to business related services, such as, but not limited to, Training Courses and Certification Programs, as offered and provided by Spyker, Spyker’s Affiliated Companies or the Spyker Safari (referred to jointly as the “**Services**”) to those requesting, participating in and receiving such Services (each referred to individually as the “**Participant**” or jointly as the “**Participant**”).

(B) Spyker and the Participant are each referred to individually as the “**Party**” or jointly as the “**Parties**”.

(C) The then-current version of the Spyker Safari T&C can be called here:

<https://spyker.sana.ai/s/QXVrG3Qg9LGh/file:i5DqBJt7QEby>

ARRANGEMENTS CONCLUDED

1. Definitions and Interpretation

1.1 Definitions

The following words and expressions, where visible from the context, have the following meaning for the purpose of these Spyker Safari T&C:

Spyker Safari Materials	has the meaning ascribed in Clause 7.1;	
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Spryker Safari Website	has the meaning ascribed in Clause 2.4;	
Spryker Safari T&C	has the meaning ascribed on page 1;	
Affiliated Company	means an entity that directly or indirectly controls, is, controlled by, or is under common control with another entity, where control means the direct or indirect ownership of 50% or more of the voting power or equity in an entity or de facto control by an entity of another entity's decision making;	
Agreement on Services	has the meaning ascribed in Clause 2.4;	
Cardinal Obligation	are all duties whose breach would jeopardize the achievement of the purpose of the Agreement on Services as well as all duties whose fulfillment enables the Parties' proper performance under the Agreement on Services in the first place and on compliance with which the Parties can generally rely;	
Certificate	has the meaning ascribed in Clause 4.3;	
Certification Exam	has the meaning ascribed in Clause 4.3;	

Certification Exam Location(s)	has the meaning ascribed in Clause 4.5;	
Certification Program	has the meaning ascribed in Clause 4.1;	
Confidential Information	has the meaning ascribed in Clause 10.1;	
Data Subjects	has the meaning ascribed in Clause 13.2;	
Dispute	has the meaning ascribed in Clause 12.1;	
Participant(s)	has the meaning ascribed in the Preamble;	
Poaching Party	has the meaning ascribed in Clause 8.1;	
Prohibition on Solicitation	has the meaning ascribed in Clause 8.1;	
Provisional Solution	has the meaning ascribed in Clause 14.2;	
Solicitation	has the meaning ascribed in Clause 8.1;	
Spryker	has the meaning ascribed in the Preamble;	
Training Course Location(s)	has the meaning ascribed in Clause 3.4;	

User Account	has the meaning ascribed in Clause 2.2.	
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1.2 *Interpretation*

In these Spryker Safari T&C, the following words and expressions shall have the following meanings, to the extent evident from the context:

- (a) where a person is referred to, that includes legal entities (such as a limited liability company) and natural persons;
- (b) where these Spryker Safari T&C are referred to, that includes other documents that are attached or are part in any Agreement on Services by way of reference (in their valid version, if applicable as modified, supplemented or replaced from time to time);
- © headings are provided only for the purpose of greater clarity and do not have an effect on the content of the provisions in the respective section;
- (d) the word “including” and similar terms in any Agreement on Services relate only to examples and do not confine the interpretation of the preceding passages; and
- (e) references to legal provisions relate to the legal provisions in their valid version at the time, if applicable as modified, extended or reenacted, and to all secondary provisions enacted as part of these legal provisions.

1.3 *Scope of Application*

- (a) General terms and conditions of the Participant which deviate from these Spryker Safari T&C or other deviating or supplementary agreements are only valid if expressly agreed on in writing between the Parties.
- (b) If Spryker amends the Spryker Safari T&C, such changes shall also apply to existing business relationships, unless the Participant objects to the change in writing within a period of one (1) month after becoming aware of and receiving an express notification by Spryker. In the event of an objection, Spryker reserves the right to extraordinarily terminate any Agreement on Services without notice.

2. Registration

- 2.1 A Participant must meet the registration requirements in advance to receive Services offered by Spryker.
- 2.2 Registration by the Participant must be made via submitting an online-form at <https://safari.spryker.com> by creating a personal user account (“**User Account**”) and agreeing to the Spryker Safari T&C and Privacy Policy of Spryker. With respect to the User Account, the following applies: The Participant i) uses their professional email address to create an account ii) chooses a secure password, keeps it secret and keeps it confidential; iii) does not transfer any part of its account to others (for example, to contacts); and iv) complies with applicable laws. The Participant is responsible for all actions taken through their User Account, unless the Participant has closed the account or reported abuse. Creating a User Account by providing false information is a violation of Spryker Safari T&C.
- 2.3 If the requirements for a successful registration by the Participant are met, Spryker will approve and confirm the Participant’s registration in text form.

Upon successful completion of the registration by the Participant, Spryker will send a confirmation e-mail to Participant.

- 2.4 Upon its registration, Participant can select such Services it would like to receive by Spryker and has the opportunity to request an enrollment for such Services at <https://spryker.sana.ai/> ("**Spryker Safari Website**"). In such course, Spryker shall at its discretion and choice make the Participant an offer (text form sufficient) for the Services chosen by the Participant. Such an offer by Spryker is subject to change and deemed non-binding. It represents a non-binding invitation to submit an *invitatio ad offerendum*. Such offer shall comprise key information on the content and further necessary information regarding the Services requested by the Participant. Upon acceptance of Spryker's offer by the Participant and full payment of the remuneration due for such, an agreement on the provision of the services by Spryker and the receipt of such by the Participant shall come into effect ("**Agreement on Services**").
- 2.5 Spryker reserves the right to change or discontinue any Services or change the remuneration for them in the future.
- 2.6 Participant uses the content and information made available in connection with Spryker's Services at its own risk and has no claim to completeness or accuracy of such content and information.

3. Training Courses

- 3.1 As part of its offering on Services, Spryker provides courses on trainings ("**Training Course(s)**") for Participants according to the conditions listed for each Training Course on the Spryker Safari Website.
- 3.2 Spryker is responsible for the provision and content of such Training Courses under an Agreement on Services.

- 3.3 Spryker shall be authorized to engage a third party to provide all or individual Services for Training Courses Spryker is obligated to provide under an Agreement on Services.
- 3.4 Training Courses can be held on-site at Spryker's business premises, the Participant's premises, as self-paced online / e-learning course, as an instructor-led online training via a video communications app or web conferencing tool, or as otherwise mutually agreed between the Parties (**"Training Course Location(s)"**) at an agreed date and time. Spryker may change the Training Course Location, date and time of the Training Course by giving an appropriate period of notice.
- 3.5 Spryker will make every effort to provide the Participant with all important knowledge during the Training Course in line with the then-current, available and applicable plans and documents for such Training Course.
- 3.6 If a Training Course is held on-site at Spryker's business premises, Participant shall bear its own out-of pocket, travel and accommodation expenses incurred.
- 3.7 If a Training Course is held on-site at the Participant's premises, Participant shall reimburse Spryker for travel, out-of-pocket and accommodation expenses incurred (including travel to and from the Participant's premises and accommodation at the location). All travel and subsistence expenses to be reimbursed must be of a reasonable scale and amount and, where possible, agreed between the Parties beforehand. Unless otherwise specified, Participant shall reimburse Spryker for travel time in connection with the Training Course held on-site at the Participant's premises (both travel to and from the Participant's premises) on top of the charges for the Training Course.

4. Certification Program

- 4.1 As part of its offering on Services, Spryker provides a program on certifications (“**Certification Program**”) for Participants according to the conditions listed for the Certification Program on the Spryker Safari Website.
- 4.2 Spryker is responsible for the provision and content of such Certification Program under an Agreement on Services.
- 4.3 Through the Certification Program, the Participant has the opportunity to take an exam to obtain certification on a specific subject area (“**Certification Exam**”), which, if passed successfully, qualifies the Participant as a specialist according to the knowledge acquired through the respective Training Course, and is therefore evidenced by a certificate valid for a certain period of time (“**Certificate**”). Merely taking the Certification Exam without meeting the relevant conditions to successfully pass such does not entitle the Participant to obtain the certificate.
- 4.4 The conditions for passing the Certification Exam are completely at Spryker’s discretion and choice and may be amended by Spryker at any time.
- 4.5 Certification Exams can be held on-site at Spryker’s business premises, the Participant’s premises, as online Certification Exam, or as otherwise mutually agreed between the Parties (“**Certification Exam Location(s)**”) at an agreed date and time. Spryker may change the Certification Exam Location, date and time of the Certification Exam by giving an appropriate period of notice.
- 4.6 Spryker will provide appropriate materials for the Participant to take the Certification Exam.
- 4.7 Participant may only use auxiliary material and tools during the Certification Exam to the extent Spryker explicitly allows it. Any deviating behavior may, at Spryker’s discretion and choice, result in a non-passing of the Certification Exam.

- 4.8 Within forty-eight (48) hours after taking the Certification Exam, Spryker will inform the Participant of the result and if it has passed or not passed the Certification Exam.
- 4.9 The Participant is allowed to re-take the Certification Exam two (2) times but has to wait one (1) calendar week before proceeding with any re-take.
- 4.10 Upon successfully passing the Certification Exam, Participant will receive a digital Certificate showing in a document or in a comparable way the successful completed Certification Exam. Such Certificate will be made available in the Participant's User Account. Upon that, Participant has the right to show its certification status for a period of twelve (12) months.
- 4.11 Participant may undertake an annual re-certification to maintain its certification status. Without having an effective certification status in place, the Participant is prohibited from showing a successful certification status.

5. Terms of Payment

- 5.1 Participant undertakes to pay a remuneration in accordance with the terms of payment defined and agreed between the Parties for an Agreement on Services.
- 5.2 If the Parties agree that Spryker shall provide a customized Services on request by the Participant (such as, for instance, a Training Course specifically tailored to the Participant's needs in terms of content) the preparation hours of the instructor responsible for the provisions of Services will generally be included in the remuneration.
- 5.3 All invoices shall be paid by the Participant without deduction when they are received within fourteen (14) days.
- 5.4 No cash discount shall be granted by Spryker. If the Participant is in delay in paying, interest on arrears at the statutory rate shall be incurred. Payments by the Participant shall be deemed to have been made once Spryker can dispose

of the amount payable without restriction. All payments by the Participant shall be made without any deduction or offsetting, at no charge and without any deduction for or due to taxes, fiscal charges, import duties, customs duties, fees and retained amounts that are levied now or in the future by a government, internal revenue or other authority, except where that is prescribed by law. If the Participant is compelled to make such a deduction, it shall pay Spryker the additional amounts required to ensure that Spryker receives the full remuneration Spryker would have received without the deduction. If the Participant is not located in Germany, all foreign remittances must be handled as an OUR transfer, i.e. all bank charges (for the sender and recipient) shall be paid by the Participant as the sender.

6. Term and Termination

- 6.1 An Agreement on Services runs and continues for so long until the Parties have fully performed their obligations thereunder.
- 6.2 Spryker is entitled to terminate an Agreement on Services with prior notice in text form at any time in case of i) an insufficient number of registrations which leads to an necessarily foreseeable uneconomical situation within the framework of the provision of such Services; ii) illness of a legal representative or vicarious agent of Spryker responsible for the provision of Services; iii) unavoidable bottlenecks of availability regarding location and staffing; or iv) a Force Majeure event. Before exercising such right, Spryker will make every effort to provide the Services which Spryker is obligated to provide according to the Agreement on Services. Deviating contents of the Services to be provided by Spryker require the Participant's prior consent. In such case, the Agreement on Services will remain in effect and will be amended accordingly. If the Parties cannot agree on such an amendment, the

Agreement on Services will be terminated, and any remuneration paid by the Participant will be reimbursed.

- 6.3 Participant is entitled to terminate an Agreement on Services with prior notice in text form at any time. For on-site or instructor-led Services to be provided by Spryker, Participant must not pay any remuneration if Spryker receives such notice up to ten (10) business day prior to the commencement of the provision of the respective Services. Fifty percent (50%) of the agreed remuneration must be paid by the Participant if the Agreement on Services is terminated up to five (5) business days prior to the commencement of the provision of the respective Services. One hundred percent (100%) of the agreed remuneration must be paid by the Participant if the Agreement on Services is terminated within (5) business days prior to the commencement of the provision of the Services. This does, however, not apply to self-paced online Training Courses and Certification Programs, in which cases termination is possible in text form at any time without incurring a remuneration.
- 6.4 If the Participant wishes to change the location, date or time of an on-site or instructor-led Services to be provided by Spryker, Participant must give five (5) days' notice in text form prior to commencement of the provision of the respective Services. In such case, Participant will do not have to bear additional costs, and the Agreement on Services will be amended in this course. Fifty percent (50%) of the agreed remuneration must be paid by the Participant if the Agreement on Services is changed by way of any amendments within to five (5) business day prior to the commencement of the provision of the respective Services.
- 6.5 Further rights of Spryker for expenses already made by Spryker, which cannot be cancelled and therefore have to be reimbursed by the Participant, remain unaffected. This applies in particular to travel expenses and location costs previously agreed between the Parties.

6.6 Both Parties have a right to terminate an Agreement on Services for good cause. Notice of termination for good cause must be given in writing. Good cause shall exist in particular:

(a) on the part of Spryker if (i) the Participant is in delay in paying any remuneration specified or a not insignificant part of that remuneration for more than two (2) successive months; or (ii) the Participant is in delay in paying the remuneration specified to an amount equaling or exceeding the remuneration for two (2) months in a period extending over more than two (2) months;

(b) if the other Party breaches a Cardinal Obligation under Participant and the breach cannot be remedied;

© if the other Party breaches a Cardinal Obligation under the Participant and the breach can be remedied, but the Party does not comply with a request to do so in text form within thirty (30) calendar days; and/or

(d) an Insolvency Event occurs at the other Party.

7. **Spryker Safari Materials**

7.1 All embedded knowledge and teaching systems that Spryker provides to the Participant in the course of the provision of Services under an Agreement on Services physically as hard copies, on data carriers or in electronic networks shall be considered “**Spryker Safari Materials**”.

7.2 All Spryker Safari Materials are intended solely for the personal use of the Participant.

7.3 The Participant pledges to Spryker that it will use the Spryker Safari Materials only for its personal purposes. Spryker shall have the exclusive right to distribute and exploit the Spryker Safari Materials.

7.4 Spryker shall grant the Participant the simple and non-transferable right to use the Spryker Safari Materials and contents related to the Services for the contractually agreed purposes.

7.5 The Participant shall not be permitted to reproduce the Spryker Safari Materials, in particular to process them in electronic systems, copy them, modify them in any manner or pass them on to third parties in any form.

8. Non-Solicitation Clause

8.1 The Participant and/or or the party at whose behest Participant receives the Services (**"Poaching Party"**) shall not entice away, or attempt to entice away, any employees, consultants or subcontractors (used for development support) of Spryker during an Agreement on Services and for a period of twenty-four (24) months after the Agreement on Services ends without the prior written consent of Spryker (**"Prohibition on Solicitation"**). A violation of this Prohibition on Solicitation shall also exist if the Poaching Party induces another natural or legal person to entice employees away from Spryker. **"Solicitation"** of an employee of Spryker denotes actively inducing the person to end his or her employment relationship with Spryker and establish an employment relationship with the Poaching Party. The Prohibition on Solicitation shall not relate to nationwide job advertisements that are open to any prospective employees and are not aimed specifically at the afore-mentioned persons. The Prohibition on Solicitation shall also apply any Affiliated Company of the Poaching Party.

8.2 Other offers and agreements under which the employee's labor no longer benefits Spryker (or the Affiliated Company of Spryker), but wholly or partly the Poaching Party (or the Affiliated Company of the Poaching Party) shall be tantamount to establishment of an employment relationship.

9. Anti-Corruption Clause

- 9.1 The Parties undertake to take all reasonable and necessary measures to prevent corruption. In particular, the Parties undertake not to offer, promise or grant – whether directly or indirectly, themselves or through third parties – business courtesies or other benefits (such as money, gifts of a monetary value or invitations that are not predominantly of a business nature, such as to sports events, concerts, cultural events) to employees and top management of the other Party, including their relatives, and of all the other Party's group companies, and pledge that they have not done so in connection with conclusion of any Agreement on Services.
- 9.2 In the event of violation against the aforementioned provisions, either Party reserves the right to extraordinarily terminate any Agreement on Services.

10. Non-Disclosure Agreement

- 10.1 **“Confidential Information”** of a Party shall denote all trade secrets of that Party in accordance with Section 2 No. 1 of the German Trade Secrets Act (*GeschGehG*) and its know-how, bases of costing and calculation, concepts, business plans, product and program specifications, strategies, Participant's and Spryker's customer data, and sales and marketing data the Party communicates or has communicated, or otherwise makes or has made available, to the other Party in writing, orally or in another way, or of which the other Party otherwise gains or has gained knowledge, unless the following demonstrably applies in full or in part to the information in question:

(a) the information was already known to the Party receiving it before it was communicated to it;

(b) the information was already public domain before the Party receiving it gained knowledge of it;

© the information was already public domain after being communicated without the involvement of, and regardless of any omissions by, the Party receiving the information; or

(d) the information has been made known by a third party without that involving a violation of an obligation to maintain confidentiality by the third party.

10.2 Each Party shall be obligated:

(a) to treat all Confidential Information of the other Party it receives in connection with an Agreement on Services with confidentiality;

(b) not to copy or reproduce it without the prior written consent of the other Party, unless that is absolutely necessary for it to fulfill its obligations under any Agreement on Services;

© to apply no less stringent security measures and no lesser degree of care to such Confidential Information than it applies to protect its own confidential information and than, at least, a reasonable person or reasonable company would apply to protect its own confidential information;

(d) to use such Confidential Information only insofar as it is absolutely necessary to fulfill its obligations or exercise its rights under any Agreement on Services;

(e) not to disclose such Confidential Information to a third party without: (i) informing the recipient that the information is confidential; (ii) ensuring that the recipient concludes, and complies with, an agreement with the other Party in which it undertakes to protect the Confidential Information subject to conditions that are at least equivalent to those specified in this non-disclosure agreement; and (iii) obtaining the

prior written consent of the other Party (such consent has been granted in relation to an Affiliated Company of the Participant); and

(f) upon request, and when any Agreement on Services ends (for whatever reason), to return all materials (in whatever form) in which such Confidential Information is contained, embodied or recorded, and which are in its possession or under its control, to the other Party without undue delay and, upon request, to give the other Party written confirmation that it has done so.

10.3 Either Party shall be authorized to disclose the Confidential Information of the other Party if it is obligated by law, or ordered by a court of law, a public authority, a supervisory authority or another competent authority, to do so (but only to the extent absolutely necessary to comply with such an obligation or order).

10.4 The Parties shall not make Confidential Information of the other Party available to a third party, and shall not use it for purposes other than as part of the cooperation between the Parties, for a period of three (3) years after expiry of any Agreement on Services.

11. Liability

11.1 Spryker shall be liable without limitation for

(a) willful intent and gross negligence (including on the part of its legal representatives or vicarious agents);

(b) damage due to injury to life, body or health (including damage caused by its legal representatives or vicarious agents);

© intent to deceive (including on the part of its legal representatives or vicarious agents);

(d) a quality it has warranted;

(e) any other liability that cannot be legally excluded or limited, including under the German Product Liability Law (*Produkthaftungsgesetz*).

11.2 If Spryker or one of its legal representatives or vicarious agents violates through slight negligence an obligation whose fulfillment is vital to enable proper implementation of any Agreement on Services ("**Cardinal Obligation**"), Spryker shall be liable up to a limit of fifty percent (50%) of the entire value of the Agreement on Services, if the foreseeable damage typical for the Agreement on Services is reasonably covered by that amount. If that is not the case, liability shall be limited to the amount that is reasonable to compensate for the foreseeable damage.

11.3 Liability for damage above and beyond that shall be excluded; in particular, any strict liability shall be excluded.

11.4 The period of limitation for warranty claims and claims for damages against Spryker shall be one (1) year, except in the cases specified in Clauses 11.1 and 11.2 or unless explicitly specified otherwise in any Agreement on Services.

12. Conciliation Proceedings, Applicable Law and Place of Jurisdiction

12.1 In the event of differences of opinion on the contents of any Agreement on Services ("**Dispute**"), the Parties shall endeavor to find an amicable solution through the named contact persons before taking litigation. If no solution is reached at that level, the matter shall be escalated to the top management level. If an amicable solution can also not be reached at the top management level, the Parties shall hold conciliation proceedings before an officially approved conciliation office in Berlin, Germany, with the aim of settling legal disputes out of court. If the conciliation proceedings fail, the Parties can resort to the courts of law.

12.2 The law of the Federal Republic of Germany shall apply to the Agreement on Services to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG). If the Participant is a merchant within the meaning of the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law, any Disputes arising in connection with the Agreement on Services shall be settled solely before a competent court of law in Hamburg, Germany. The right of the Parties to seek interim judicial relief shall remain unaffected.

13. **Data Privacy Information for Participants**

13.1 Both Parties shall be obligated to comply with the principles of proper data processing and monitor compliance with them.

13.2 The Participant ("**Data Subject**") shall have the right

(a) to obtain access to and information on the personal data stored at Spryker;

(b) to demand rectification of inaccurate data or completion of accurate data;

© to demand erasure of the stored data if there are no statutory or contractual retention periods or other statutory obligations or rights to keep it stored;

(d) to demand restriction of processing of the data; and

(e) to demand data portability.

Data Subject shall also have the right to lodge a complaint with a Supervisory Authority and **the right to object, on grounds relating to their particular situation, at any time to processing of personal data concerning them which is**

based on Article 6 (1) point (e) or (f) GDPR, including profiling based on those provisions.

- 13.3 Spryker shall collect, process, and use the data of the Data Subject required to conclude, perform or end the contract with the Participant as part of its business activities. In general, first name and surname of the Data Subject, address, e-mail address, company name, job title and payment data as well as information about the trainings booked are being processed. The processing is legitimate according to Article 6 (1) point (b) GDPR. The data collected to perform contracts shall be stored until the warranty and guarantee rights under the law and, possibly, under the contract expire. When this period ends, Spryker shall retain the information on the contractual relationship required by commercial and fiscal law for the statutory retention periods of time. The data shall be processed again in this period (usually ten (10) years as of conclusion of a contract) solely in the event of an audit or examination by the fiscal authorities.
- 13.4 If Spryker makes recordings of the Data Subjects, Spryker will obtain explicit consent in advance for the making and distribution of the recordings. The legal basis in this case is Article 6 (1) point a) GDPR. The consent can be revoked at any time with effect for the future.
- 13.5 Spryker processes personal data of Data Subjects for marketing purposes. Such data processing is based on Art. 6 (1) point f) GDPR as a legitimate interest. The duration of data storage for marketing purposes does not follow any rigid principles and is based on the question of whether the storage is necessary for the marketing approach. Based on the existing contractual relationship, Spryker may process contact data of the Data Subject outside of the existence of a specific consent in order to send the Data Subject information about new products and services related to “SCCOS” and to inform the Data Subject about any events and dates of Spryker. The Data Subject may object to data processing for the

aforementioned purpose at any time free of charge with effect for the future without incurring any costs other than the transmission costs according to the prime rates.

For this purpose, an e-mail to *widerruf@spryker.com* or a letter to the following address is sufficient:

Spryker Systems GmbH, Legal Department, Heidestraße 9-10, 10557 Berlin, Germany.

In case Spryker obtained explicit consent the processing is legitimate according to Article 6 (1) point (a) GDPR. The consent can be revoked at any time with effect for the future.

- 13.6 If the Data Subject or its Company is in delay in paying, Spryker shall transmit the necessary data to a company engaged to enforce the claim, provided the other statutory requirements are met. The legal basis for that is Article 6 (1) point (b) and Article 6 (1) point (f) GDPR. Enforcing a contractual claim may be considered a legitimate interest within the meaning of Article 6 (1) point (f) GDPR. The Participant shall be given written notification that a debt collection agency or third party has been engaged to recover the claim.
- 13.7 Spryker discloses personal data of Data Subject within Spryker exclusively to the departments and persons who need this data to fulfil contractual and legal obligations or to implement our legitimate interest. Spryker may transfer the personal data concerned to any Affiliated Company, insofar as this is permissible within the scope of the purposes of the data processing and legal bases. The personal data of Data Subject are transferred on Spryker's behalf based on data processing agreements in accordance with Data Protection Laws. Categories of recipients can be suppliers like hosting providers, communication tool providers, customer relationship system providers, contract lifecycle management providers, data protection

management software providers, sales cloud providers as well as to external consultants and, if legally obliged to do so, to authorities.

13.8 For further details, please refer to our data protection notice at

<https://spryker.sana.ai/>.

14. **Force Majeure**

14.1 The Parties shall not be liable for losses, damage, non-fulfillment or delayed fulfillment of all or individual obligations under an Agreement on Services due to fire, flooding, pandemics, earthquake, strike (by their own employees or those of third parties), labor unrest, war (declared or undeclared), embargoes, blockades, statutory prohibitions, insurrection, public disorder, rioting or other unavoidable and serious events that were not foreseeable by the Party not fulfilling its obligation and that mean that fulfillment of the obligation in question is hampered or rendered impossible (“**Force Majeure**”). In such a case, the Party not fulfilling its obligation shall notify the other Party as soon as the incident of Force Majeure occurs and confirm said notification in text form, accompanied by a description of the causes of why the obligation cannot be fulfilled, within five (5) Business Days.

14.2 Both Parties shall be discharged from their performance obligations toward each other for as long as such an incident of Force Majeure lasts. Both Parties shall work jointly to enable the interruption in performance of their obligations caused by Force Majeure to be remedied as soon as possible or shall at least agree on a temporary, provisional solution (“**Provisional Solution**”). If a Provisional Solution is created, the Participant shall pay Spryker the agreed remuneration or otherwise the customary local remuneration for the respective Provisional Solution. When the incident of Force Majeure is over, the Parties shall provide the original services again within a reasonable period of time. Any Agreement on Services shall continue to apply as of that time. The Parties shall still be obligated to fulfill

any Agreement on Services, with the exception of the performance obligations that were affected by an incident of Force Majeure and do not have to be fulfilled.

15. Copyrights

- 15.1 Spryker owns the copyrights to all images, movies and text published on the Spryker Safari Website and in connection with the provision of Services.
- 15.2 Any use by the Participant of the images, movies and texts, is not permitted without our express consent. This also applies to all technical documentation (e.g. drawings, plans, calculations, references to DIN standards) and other product descriptions or documents provided by Spryker, including in electronic form.

16. Final Provisions

- 16.1 Any Agreement on Services can be concluded in any number of copies, which all together constitute one and the same contractual system. Each Party can conclude the Agreement on Services by signing such a counterpart. Further, the technical prerequisites on the Spryker Safari Website for the conclusion of such Agreement on Services are to be observed by the Participant and applicable this course. Participant may access or use Spryker's Services by clicking on "ENROL" or "ADD TO CART" on the Spryker Safari website which may lead to the conclusion of an Agreement on Services as described in these Spryker Safari T&C.
- 16.2 All arrangements modifying, supplementing or concretizing an Agreement on Services, and any warranties or understandings, must be agreed in writing. Text form shall not satisfy this requirement for written form. Such agreements as stated above can be made by the Parties using the *DocuSign* application, in which case they shall satisfy the requirements specified in Sentence 1 of this Clause.

- 16.3 If a provision of any Agreement on Services is or becomes invalid, this shall not affect the validity of the other provisions. In such a case, the Parties undertake to agree a valid arrangement that corresponds as closely as possible to the intended economic purpose of the invalid provision. The same shall apply *mutatis mutandis* to any gaps in the Agreement on Services.
- 16.4 The Services by Spryker are not intended for use by minors under the age of 16. The "minimum age" is therefore the age of 16. However, if the applicable law requires the Participant to be older in order for Spryker to lawfully provide the Services without parental consent, "minimum age" means the appropriate higher age.
- 16.5 The Participant may not assign rights or obligations under an Agreement on Services to a third party without Spryker's written consent.
- 16.6 General terms and conditions of the Participant shall not apply. Differing, conflicting or additional general terms and conditions of the Participant shall become part of the Spryker Safari T&C only and insofar as Spryker has explicitly agreed in writing that they are to apply. This requirement for Spryker's consent shall also apply if Spryker accepts the Participant's payments without reservation in awareness of the Participant's general terms and conditions.