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General Terms and Conditions (GTC)

These General Terms and Conditions (GTC) govern the business relationship between VIIN and VIIN's customers. VIIN provides services exclusively based on these General Terms and Conditions. Any use of VIIN services by the customer shall have the effect that these General Terms and Conditions will form the basis of such business relationship.

In addition to these General Terms and Conditions, the current "viin-End User License Agreement", "viin-Software Maintenance and Technical Support Agreement", "Technical Specifications", "viin Data privacy policy" and any other contract terms to the extent that these have been individually agreed in writing, shall apply.

If the customer has its own terms and conditions, by using any services of VIIN, the customer agrees and confirms that only VIIN's General Terms and Conditions shall apply to the contractual relationship between VIIN and the customer to the exclusion of any terms and conditions of the customer. Any terms and conditions of the customer will only apply if VIIN expressly confirms this in writing.

VIIN is entitled to unilaterally change these General Terms and Conditions at any time. The customer will be notified of such changes via email at least two months before they will take effect. The customer will be entitled to object to such change in writing within four weeks from receipt of the email. The change will be deemed accepted and binding, if either the customer has consented to the change or if the user has not objected to this change within the four-week period. VIIN will separately point out these legal consequences and the option to object in the notification e-mail. In the event of an objection, VIIN is entitled to terminate the contracts concluded with the customer under the old General Terms and Conditions for good cause, subject to a one-month notice period.

1. Definitions

"EULA" means the separately documented VIIN End User License Agreement for Software effective at the time of Quotation for the Software.

"Data" means electronic data produced by the Hardware and Software and stored as part of the VIIN Product or VIIN Service. This includes but is not limited to geodata, photos, point clouds or cloud maps of scanned indoor space.

"Documentation" means written information in English (whether contained in user or technical manuals, training material, specifications or otherwise) pertaining to the Software and/or Hardware and/or Services made available by VIIN or its authorized partners in any manner (including on USB, hard drive, or via online access).

"Fee" means any fee payable to VIIN (e.g. for subscription purchase; for term license for Software; Services fee, support fee or any other fee agreed).

VIIN Product or **"Product"** means one of VIIN's proprietary Software products including the related marketing materials, Documentation, contractual documents by VIIN such as these General Terms and Conditions or the EULA, and other supplemental materials.

"VIIN Service" or **"Service"** means services to be performed by VIIN's staff and/or subcontractors.

"Software" or **"VIIN Software"** means any software (including updates etc.), firmware, and any associated Documentation, which includes the associated media and VIIN internet-based services, including but not limited to the software embedded or installed and running on the Hardware, the software to process the recorded data, the browser-based software to visualize the processed data, regardless of whether provided as licensed software or as Software-as-a-Service.

"Software-as-a-Service" or **"SAS"** means the provision of a service on a temporary basis that grants access to use the Software while the Software and Data is centrally hosted.

"Administrator Account" is the owner of the account with the capability to administer the account, create and administer projects, create and administer guest accounts.

"Guest Account" is an account owned and fully administered from the main account. The guest account license is dependent on the status of the main account.

"Plantview.cloud" is an SAS service extending the workspace functionality as a web application. Plantview.cloud runs on secure servers administered by VIIN.

2. Conclusion of Contract, Ordering Process

Order. A Quotation by VIIN shall not be considered a binding contract offer. Customer shall submit a purchase order ("Order") constituting a binding declaration that it wishes to acquire the Products and Services as stated in the Quotation. Such Order shall be issued by signing the Quotation at the designated section or via an Order with reference to the Quotation (electronic forwarding of signed quotation as PDF scan will be considered valid by VIIN). VIIN's acceptance of such Order is required to constitute a binding

contract. A purchase through the Plantview Administration web site by use of a credit card is considered acceptance of the Quotation presented and is equivalent to a Purchase Order.

Order Confirmation. VIIN shall accept the Order within thirty (30) business days of receipt of the Order by issuing a formal order confirmation or an invoice. If an Order is not confirmed within this period, it shall be deemed rejected. An order confirmation may contain binding and prevailing information on the nature and scope of the delivery, and provide an order number, and in lack of such, the details in the respective Quotation shall apply, including the reference to the Terms and Conditions and/or EULA and/or Maintenance and Technical Support Agreement or any other terms and conditions as applicable. Information or explanation provided by telephone or verbally by representatives of VIIN shall only be legally binding if confirmed in writing. Additional documents for information, are merely approximate information by way of example, unless expressly marked as binding.

Customer acknowledges and agrees that VIIN' Affiliates may fulfill in benefit of VIIN and shall be bound by all terms and conditions and related documents agreed between Customer and VIIN.

User fees are generally charged in advance for the accounting period in question.

Term licenses can be purchased through:

i. Plantview Administration web site via Credit card

The customer can purchase the license in the Plantview Administration web site by use of a credit card. Payment indicates a purchase order and agreement to all terms and initiates the term subscription. An invoice will be automatically sent. The invoice can also be retrieved from the Administration section of the account. After expiration of the subscription term, if not renewed, the account locks and projects are deactivated. The locked account remains accessible for reactivation for a period of 180 days. Reactivation occurs through the purchase of a new term license. During the 180-day lock period the account user can export the project structure for the projects owned for offline viewing. After 180 days the locked account including all project data will automatically be deleted unless previously reactivated.

ii. Request for Quotation – Quotation – Purchase order and payment by electronic bank transfer

VIIN will provide Customer with a quotation for requested Products and Services without engagement (“**Quotation**”) and the version of these Terms and Conditions and all relevant documents effective as of the Quotation date shall be the contractual basis proposed. Customer will provide a Purchase Order as stated above.

3. *Scope of Services*

- a) VIIN offers a range of Products and Services which Customer can procure individually or as bundle packages. Customer will find the details of the Products and Services offered to Customer in the respective Quotation. VIIN' Products include Software which may be purchased or procured on a subscription basis in accordance with Part III. Subscription.
- b) Customer must access and use Products and Services exclusively in accordance with the applicable Terms and Conditions and EULA, applicable Documentation as well as any instructions provided by VIIN. VIIN shall not be liable for instructions provided by a third party to Customer.
- c) Customer must not resell or otherwise transfer ownership rights or rights of use granted in accordance with these Terms and Conditions concerning VIIN Products and Services to any third party without prior consent from VIIN in writing, which may not be unreasonably withheld.
- d) **Data.** VIIN Software, amongst other functionality, create Data. VIIN may also create Data in course of providing Services.
- e) Software or Service may enable the User to upload, store and manipulate User Generated Data of which the Customer represents and warrants to be the owner of all rights required by applicable laws and regulations, including data protection laws in particular. VIIN acquires no right, title or interest from the Customer or the User under these Terms and Conditions to User Generated Data. However, to the extent as permitted by applicable laws, Customer and/or User hereby grants to VIIN a right to process, analyze, backup, etc. uploaded User Generated Data in order to fulfill its contractual obligations as well as to improve VIIN Products and Services.
- f) VIIN may collect and utilize technical information gathered as part of the Service to improve VIIN Products and/or to provide customized services to its customers. Such data will not be disclosed or disseminated to third parties except in an anonymized form and will be collected and processed in accordance with applicable data protection laws and regulations.

4. *Prices, Payment*

- a) The prices agreed between the parties as stated in the VIIN order confirmation or invoice shall apply. All payments are payable in the currency specified in the invoice.
- b) Unless otherwise stated in the Quotation, order confirmation or invoice, the prices are (i) excluding customs charges, freight, handling, transport insurance costs or similar costs, which shall be invoiced separately, and (ii) excluding applicable taxes such as value added tax, sales tax and tax at source or withholding tax which may be levied on the prices or costs. Unless otherwise determined by applicable mandatory law, Customer shall pay all taxes and charges related to Products or Services and provide a payment confirmation (e.g., copy of bank transaction, confirmatory note, etc.) to VIIN, or shall present a corresponding exemption certificate that is acceptable to all tax authorities. Where practical, applicable taxes shall be included as separate items on the invoice. Customer is responsible for full payment as invoiced and all costs of bank transfer.

- c) Unless otherwise agreed, invoices must be settled within fourteen (14) days of the date of the invoice via bank transfer as indicated in the invoice.
- d) In the event of late payments, the customer may be charged interest on arrears at 10% p/a of the outstanding amount, plus reasonable reminder fees. The customer must bear all necessary and appropriate costs incurred for the intervention of lawyers and collection agencies.
- e) In the event of late payment or any other breach of these Terms, VIIN may, at its discretion, and without prejudice to its other rights, withhold delivery (including partial delivery) of any order, require Customer to prepay for further shipments, and/or withhold the provision of Services, until payment in full has been received.
- f) **Excess use.** VIIN may invoice Customer fees and taxes at the then current standard price for use of or access to the Products and Services in excess of the number or type procured and granted by VIIN.
- g) As an exception, VIIN may waive full advance payment and thus assume a credit risk (e.g., in the event of subscription or low-down payment against a purchase etc.). In this case, before confirming Customer's Order, VIIN may obtain a credit reference or commission a creditworthiness check with a renowned institute. For the purpose of the creditworthiness check - and only in so far as legally admissible - VIIN can obtain a credit reference – in Germany from Creditreform Boniversum GmbH (Hellersbergstrasse 11, D-41460 Neuss) as well as from SCHUFA Holding AG (Kormoranweg 5, D-65201 Wiesbaden), in Austria from Deltavista GmbH (Diefenbachgasse 35, A-1150 Vienna). Customer agrees that VIIN may forward Customer's personal data required for a creditworthiness check, to the above credit agencies and shall use the information received for a balanced decision on the creation and execution of the contractual relationship. The credit reference can include probability values (scoring values), calculated on the basis of scientifically recognized mathematical-statistical methods and using address data among other things. The interests of the Customer warranting protection will be taken into account in accordance with the statutory provisions
- h) The customer cannot offset its own claims against VIIN's claims. The customer's right of retention is also excluded.
- i) The customer shall bear all bank charges and other expenses associated with the transfer.
- j) Payments by the customer are initially offset against any costs or interest on arrears. Then, they are offset against the oldest debt.
- k) VIIN is entitled to unilaterally increase the prices of the Software and will notify the customer in good time, at least 1 month in advance. For an unlimited contract, the price change takes effect at the beginning of the next accounting period, in the case of a fixed-term contract at the beginning of the next contract year.
- l) Invoices are considered to be accepted if paid or no objection has been raised in writing within 3 months after the invoice has been issued.

5. *Regulations, Importer of Record*

- a) VIIN Products may be subject to statutory provisions and regulations including export or import regulations. Customer must comply with all provisions and regulations related to the delivery or use of the Products. These provisions and regulations may include restrictions in terms of place of destination, user and purpose of use.
- b) Customer shall be the importer of record ("**IOR**"). As IOR, Customer will comply strictly with all regulations and has the responsibility to obtain any permits, rights and licenses required to export, re-export, or import VIIN Product and Services and shall bear all associated costs and sole responsibility for obtaining all documents, certificates and notifications concerning the transport, import and export etc., e.g., customs clearance in the country of destination. For the avoidance of doubt, VIIN is not responsible for checking whether Customer is legally permitted to transport, import and export. Upon Customer's request, VIIN will, to the extent reasonable and subject to reasonable remuneration, support Customer in obtaining all necessary certificates or other documents that may be required.

6. *Support Services*

- a) VIIN offers support for its Products and Services to Customer as procured and indicated in the Quotation and in accordance with the then current Software Maintenance and Technical Support Agreement.
- b) Maintenance and support services for VIIN Products may be purchased for a specific term exclusively as detailed in the Quotation, order confirmation or invoice by VIIN. Maintenance and support services by VIIN are provided as pure services.
- c) VIIN may, at its sole discretion, subcontract support services to a third party subject to the same level of confidentiality and data protection and will remain fully responsible towards Customer.

7. *Right of Inspection*

- a) VIIN Products may be subject to limitations and restrictions. Customer shall maintain relevant records sufficient to confirm compliance with these Terms and Conditions as well as the EULA, applicable Documentation as well as any instructions provided by VIIN and any additional agreements.
- b) VIIN and its authorized representatives are entitled to conduct reasonable inspection to ensure compliance with these Terms as well as the EULA, applicable Documentation as well as any instructions provided by VIIN and any additional agreements, if any. For the purposes of inspection, Customer agrees to provide reasonable support and to enable access to its premises at which a VIIN Product is located. If the VIIN Product or parts thereof are located on the premises of third parties, Customer shall be obliged to arrange access to these third parties for VIIN and its authorized representatives in accordance with the above sentence.
- c) VIIN shall provide timely notification of such inspection and parties will agree on the details of such inspection. An inspection may consist of a self-audit questionnaire.

- d) If Customer is not in compliance, Customer must immediately pay the applicable Fees of the then current list price and taxes, and respective support fees, if applicable, for the past and the future to become compliant and reimburse all costs incurred by VIIN in performing the audit.

8. Confidential Information, Naming as Reference Customer

- a) Information disclosed by VIIN under these Terms, the EULA and any other individual agreement shall be treated as confidential (“Confidential Information”) and shall only be used for the purposes as agreed therein. The non-disclosure agreement entered into between the parties shall hereby be incorporated into these GTC and apply to Confidential Information.
- b) VIIN reserves its right to ownership and the copyright to its images, drawings, manuals, related media, program descriptions and other documentation and all Confidential Information. Customer must obtain VIIN’ express consent in writing before dissemination or disclosure of Confidential Information to third parties. VIIN reserves the right to initiate corresponding legal measures if Customer fails to comply with this requirement.
- c) VIIN is entitled but not obliged to name Customer in marketing material for potential customers of VIIN, in particular on its webpages. This shall be done at the general discretion of VIIN. Therefore, Customer hereby grants to VIIN a right to use the name, logo or any other mark of Customer (“Customer Mark”), expressly limited to naming Customer as a customer of VIIN. Any other use of a Customer Mark or publication of the actual use (e.g., of the specific case of application) requires the prior, written consent of Customer. VIIN and Customer are entitled to publish the existence of their general cooperation.

9. Subscription

In case VIIN Products and Services are provided on the basis of a subscription (“Subscription”), the following provisions shall apply and prevail in the event of conflict. Fees paid for Subscription are non-refundable except as provided in these Terms and Conditions.

9.1 Term and Termination

- a) Subscription will be effective from the date of delivery for a minimum term of twelve (12) consecutive full calendar months or as indicated otherwise in the Quotation (“Subscription Term”).
- b) The subscription term shall automatically renew for subsequent periods of the same length as the initial Term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Term.
- c) The parties can extend the Subscription Term prematurely at any time by mutual agreement or agree on other prices and conditions.
- d) In the event, Customer is unable to use the Subscription Product, or a replacement product of similar features and quality, as agreed due to a material defect for which VIIN is liable, Fee amount allocable to such period of impairment will be calculated with a daily pro ratio and credited against the invoice for the following monthly Subscription Fee or ceased or reimbursed by VIIN.
- e) At the end of the Subscription Term, Customer shall immediately discontinue use of the Product and Services, return the Subscription Product to VIIN’ premises at its own expense within five (5) business days, and except where required by law, delete any copies of Subscription Product or any related material in its possession and provide proof of deletion upon request. As the Subscription Product contains proprietary rights and trade secrets of VIIN these are one of Customer’s main obligations and VIIN reserves all rights in the event of Customer’s failure to comply timely. In the event Customer fails to return the Subscription Product in time, VIIN in its sole discretion may (i) extend the subscription on monthly basis and Customer shall pay additional monthly subscription fee installments at the same price and condition or (ii) request return of Subscription Product with a final deadline at any time. VIIN reserves the right to claim further loss and damage.
- f) Extraordinary termination is possible for good cause. From the perspective of VIIN, a good cause shall be given and VIIN may terminate extraordinarily in particular if:
- i. Customer is in default of payment of any amount of the Fee. VIIN’ interest in continuity of contract performance is bound to the timely payment of all due amounts by Customer as agreed.
 - ii. Customer suspends payments or discontinues its business operations.
 - v. an application is made for the opening of insolvency proceedings against the Customer’s assets, or insolvency proceedings are opened against the Customer’s assets, or are rejected due to a lack of assets; or
 - vi. the Customer fails to discontinue a contract-breaching use of the Subscription Product despite VIIN’ request within a cure period of five (5) business days unless otherwise extended in writing or breaches its contractual obligations under these Terms or the EULA to a material extent.

- g) In the event of termination by VIIN for good cause, the Customer shall be required to make a final payment as follows. The level of the final payment will shall be ninety percent (90%) of the total amount of the Fee still outstanding until the end of the then-current Subscription Term taking into account a discount on the basis of the deduction for administration costs saved, early repayment and possible costs of legal action. Fee due and not paid prior to termination must be paid by the Customer in full, irrespective of the above final payment. The amount of the final payment will be shown in the termination notice and shall be due upon receipt of the notice of termination. Any claim of by VIIN for damages shall remain unaffected.
- h) For the sake of clarity, Customer shall have no right of extraordinary termination because VIIN withholds its consent for reselling, letting, subletting, leasing, subleasing or otherwise transferring ownership right or rights of use regardless of any dispute about such consent.
- i) Customer can request to terminate the agreement and receive a refund **10 days** after the initial acquisition. VIIN GmbH reserves **15 days** to complete the request and complete the refund.

9.2 Ownership, Allocation

- a) All Subscription Products remain the property of VIIN during the Subscription Term, and no rights, liens or encumbrance of ownership can be construed in favor of Customer. Customer must keep the Product free from all and any third-party rights, including liens, during the entire Subscription Term. Customer must notify VIIN immediately of any access to the Product by third parties, in particular prior to any imminent or effected enforcement proceedings (e.g., seizure, foreclosure or compulsory administration concerning the land on which the Product is situated) and must provide all information necessary for VIIN to exercise its ownership rights. In the event of seizure, to the extent legally permissible, the Subscription Product must be set aside and VIIN is entitled to see the seizure report. All costs of defense against such measures shall be borne by Customer.
- b) VIIN hereby grants Customer access to and use of the Subscription Product including right to allocate such access and use rights to employees and its Affiliates ("Allocation") provided: (i) Customer remains responsible for compliance with any applicable terms and conditions, including these Terms and the EULA and shall ensure that such Allocation is in compliance with any restrictions agreed between the parties (e.g. License is granted for a specific country) or by mandatory law and (ii) Customer remains fully liable for any breach of (i).
- c) Customer must not resell, let, sublet, lease, sublease or otherwise transfer ownership right or rights of use granted under the Subscription to any third party.
- d) In any case Customer shall inform VIIN immediately of a new location (including the identity of the new possessor and the address of the new location) if the Enterprise Subscription Product is re-located from the original location.

9.3 Warranty, Support

- a) The limited warranty in accordance with the "End User License Agreement" and "Software Maintenance and Technical Support Agreement" shall apply during the entire Subscription Term with respect to the Subscription Product. Customer's right to reduce the Fee for the time the defect persists remains unaffected. Instead of rescinding, Customer has the right to terminate the Subscription.
- b) For the sake of clarity, Customer has no further rights concerning maintenance of features and condition of Subscription Product, or any further defect and warranty.
- c) For the sake of clarity, Customer shall keep the Subscription Product in a proper and operational condition at its own cost with appropriate maintenance, repair and support from VIIN in accordance with Section 6 (Support Service). Customer is not permitted to provide the Subscription Product to a third party for purposes of maintenance, repair and support.

9.4 Amendments to the Terms and Conditions

- a) To enable VIIN to react to market developments and also to offer existing Customers new developments, VIIN reserves the right to adapt the terms and conditions of the subscription, including Subscription Fee ("**Subscription Alteration**"). VIIN shall provide the Customer with sufficient advance notice of any Subscription Alteration.
- b) If a Subscription Alteration changes the conditions significantly to the disadvantage of the Customer, the Customer shall have a special right to terminate the contract in writing with four (4) weeks' prior notice from the date of the notification about Subscription Alteration. Otherwise, the Subscription Alteration shall take effect as determined by VIIN and on the effective date communicated in the notification about planned Subscription Alteration. If the Customer does not accept the significant Subscription Alteration and effectively terminates within the notice period Section 9.1 (Term and Termination) Subsection d), shall apply.

9.5 Term Licenses

	Evaluation	Trial	One	Team
Administrator Accounts	1	1	1	3
Projects	n/a	1	10	30
Guest Accounts	n/a	1	10	30
Plantview Cloud online GB	n/a	1	5	30
Project merge	no	no	yes	yes
Project backup history	no	no	no	yes
Receive a project share	yes	yes	yes	yes
Provide a project share	no	yes	yes	yes
Subscription term (days) ¹	30	14	365	365
Term renewable	Upon request	Upon request	Automatic renewal	Automatic renewal
Maintenance - Technical Support	yes	yes	yes	yes
Fee	no	no	Term	Term

Plantview Enterprise

Plantview Enterprise are custom tailored solutions running on-premises or hosted by viin to fulfill the specific needs of a client. Plantview Enterprise can be purchased or subscribed as a term license.

9.6 License upgrade

The license plan upgrade can be done at any time.

A new term agreement will be activated starting with the approval of the purchase order and delivery of the product. The unused remaining fee of the current active license will be added to the period of the new acquired license. No fee refund will occur. VIIN GmbH will update the expiration of the new license within **20 days**.

9.7 License downgrade

The license plan upgrade can be done at any time.

Following a written request from Customer, VIIN reserves a period of **15 days** to verify if the current account consumption allows for the downgrade. Once the downgrade has been verified and been approved, VIIN GmbH will activate the new license to the requested date. In case the current consumption exceeds the new account limitations the customer shall adjust the account limits by deleting necessary resources. No fee refund will occur.

10. Choice of Law, Dispute Resolution

- a) These GTC shall be governed by and construed under the laws of the country (and state if applicable) where VIIN as contractual party to these GTC is established, excluding the principles of conflicts of law and the UN Convention on Contracts for the International Sale of Goods. All claims arising out of or relating to these GTC will be held exclusively in the courts of the country (and state and city as applicable) where VIIN as contractual party to these GTC is established and registered except where the Customer's local jurisdiction and venue will apply to the extent the applicable law and/or courts in Customer's country prohibits Customer's consent to the venue of the courts and jurisdiction.

- b) Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.
- c) VIIN wishes to address Customer's concerns in good faith. Before filing a claim to a court or any authority parties agree to informal dispute resolution by contacting the other party's management in writing at the registered business address. If a dispute is not resolved within fifteen
- d) (15) business days following receipt of such notice, either party may proceed formally as deemed necessary.

11. *Other*

- a) **Entire Agreement.** These GTC constitutes the whole agreement between the parties and supersede all previous agreements relating to the subject matter hereof and replace any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, assurances, representations, or warranties, expressed or implied, other than as expressly set out in this agreement (except where implied by law and exclusion is prohibited).
- b) The terms of these GTC shall apply, regardless of any additional or conflicting terms on any purchase or subscription order or other correspondence or documentation submitted by Customer to VIIN. Any such additional or conflicting terms are deemed rejected by VIIN unless otherwise agreed in advance and in writing by VIIN with Customer. If these GTC or any other VIIN documents are translated into a language other than English, the English version shall prevail; provided, however, that, where a German term in italics is appended in this English language version to an English term or otherwise used, such German term (and not the English term to which it relates) shall be authoritative for the purpose of interpretation of the relevant English term in this Agreement. The use of the term "shall" generally indicate a definitive obligation that admits of no discretion on the part of the Party instructed. Please keep a copy of the applicable version of these GTC and any other relevant documents for record.
- c) **Third Party Rights.** These GTC do not confer a benefit on, and are not enforceable by, any person or entity who is not a party to these GTC.
- d) **Survival.** All provisions of these GTC which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, confidentiality, warranty disclaimers, indemnity, and limitations of liability.
- e) **Transfer, Assignment.** Neither party may permanently or temporarily transfer or assign these GTC nor any rights or obligations under these GTC to a third party (excluding VIIN' affiliates) without the other party's prior written consent, which shall not be unreasonably withheld or delayed. Any purported transfer, assignment or an encumbrance shall be void and of no effect without VIIN' consent, except where mandatory law applies. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all amounts due under these GTC unless agreed otherwise in writing (e.g., transfer and novation agreement).
- f) **Open-Source Software and Third-Party Software.** VIIN Products may include open-source software and/or other third-party software. The use of any third-party product (hardware or software) resold by VIIN to Customer will be governed by a separate agreement between the third party and Customer. VIIN does not provide any warranties related to any third-party product. VIIN has no liability or obligation to Customer related to any third-party product.
- g) **Force Majeure.** Except for payment and confidentiality obligations, or protection of intellectual property, neither party will be responsible for any delay or failure to comply with these GTC if the delay or failure arises from any cause that is beyond its reasonable control. Unless otherwise expressly agreed, the obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance and defaulting party shall inform the other party about expected period.
- h) **No agency.** The parties acknowledge that these GTC are not intended and does not create an agency, partnership, joint venture, or any other type of relationship except the contract relationships established hereby. Each party hereto is an independent contractor. Neither party shall assume, create or bind any obligation of any nature whatsoever on behalf of the other party.
- i) **No waiver.** Failure to exercise, or any delay in exercising, any right or remedy provided under these GTC or by law shall not constitute a waiver of such right or remedy under these GTC.
- j) **Severability.** The invalidity or unenforceability of any provisions of these GTC shall not affect the validity or enforceability of any other provision of these GTC, which shall remain in full force and effect. Such provision shall be replaced by a provision which comes as near as possible to the intention of the parties as regards their economic objective or which would have been agreed by the parties if they had known the invalidity of such provision. Notwithstanding the foregoing, if this Section for Severability is invoked and, as a result, the value of these GTC is substantially impaired for either party, as determined by such party in its sole discretion, the affected party may terminate these GTC by written notice with immediate effect to the other.
- k) **Attribution Notices.** Customer will not remove, modify, obscure, resize, or relocate any ownership, attribution, or branding notices from VIIN Products.
- l) **Headings.** Headings of Sections have been added for convenience of reference and shall not be deemed part of these GTC.
- m) **Amendment.** Any further agreement or amendment to these GTC shall be in writing.

12. *Data Processing Agreement (DPA)*

- a) All personal data received or collected by either party in connection with these GTC will be processed in accordance with the applicable data protection provisions and the purposes of these GTC or as otherwise permitted. Customer acknowledges that VIIN acts globally, and that personal data may be processed outside VIIN' country of establishment. All such transfers of personal data shall be in accordance with applicable data protection laws.

- b) Customer shall inform VIIN in case VIIN performance according to these GTC or in connection with Products or Services include VIIN' processing of personal data on behalf of Customer. If such processing of personal data on behalf of Customer is considered as data processing according to applicable laws and regulations, Customer and VIIN shall enter into a separate agreement regarding data processing.
- c) All data acquired and processed are subject to the "viin-Data Privacy policy"

13. *Third party libraries*

Following is a list of all third-party libraries used by VIIN in its products.

Software / Library	Version	Type	Web site
Bootstrap	3	CSS	https://getbootstrap.com/docs/3.3/
SmartAdmin Template	1.4	JavaScript / CSS	https://wrapbootstrap.com/theme/smartadmin-responsive-webapp-WB0573SK0
jQuery	2.0.2	JavaScript	https://jquery.com/
jQuery UI	1.10.3	JavaScript	https://jqueryui.com/
Leaflet	0.7.7	JavaScript	https://leafletjs.com/
esri-leaflet	1.0.3	JavaScript	https://developers.arcgis.com/esri-leaflet/
Leaflet.Pancontrol	1.0.3	JavaScript	https://github.com/kartena/Leaflet.Pancontrol
Leaflet-semicircle	n/a	JavaScript	https://github.com/jieter/Leaflet-semicircle
Leaflet.Zoomify	n/a	JavaScript	https://github.com/turban/Leaflet.Zoomify
Pannellum	2.3.2	JavaScript	https://pannellum.org/
bootstrap-datepicker	1.8.0	JavaScript	https://github.com/uxsolutions/bootstrap-datepicker
bootstrap-select	1.12.1	JavaScript	https://developer.snapappointments.com/bootstrap-select/
bootstrap-toggle	2.2.0	JavaScript	http://www.bootstraptoggle.com
DataTables		JavaScript	https://datatables.net/
jquery.dialogextend	2.0.0	JavaScript	https://plugins.jquery.com/dialogextend/
jquery.dialogOptions	1	JavaScript	https://github.com/jasonday/jQuery-UI-Dialog-extended
jQuery Form Plugin	20130711	JavaScript	https://malsup.com/jquery/form/
jQuery Lazy	1.7.10	JavaScript	http://jquery.eisbehr.de/lazy/
jQuery Validate	1.14.0	JavaScript	http://jqueryvalidation.org/
jsTree	3.3.9	JavaScript	http://jstree.com/

jQuery Knob	1.2.11	JavaScript	https://github.com/aterrien/jquery-Knob
select2	3.4.8	JavaScript	https://select2.org/
Summernote	0.8.18	JavaScript	https://summernote.org
Tinysort	3.2.5	JavaScript	https://tinysort.sjeiti.com/
x-editable	1.5.0	JavaScript	https://vitalets.github.io/x-editable/
moment.js	2.1.0	JavaScript	https://momentjs.com/
Tiny Pub/Sub	0.7.0	JavaScript	https://github.com/cowboy/jquery-tiny-pubsub
Spring Framework	4.3.8	Java	https://spring.io/projects/spring-framework
Spring Security	3.2.10	Java	https://spring.io/projects/spring-security
Spring Session	1.3.0	Java	https://spring.io/projects/spring-session
Spring Retry	1.1.4	Java	https://github.com/spring-projects/spring-retry
Apache Commons DBCP	2.1	Java	https://commons.apache.org/proper/commons-dbcp/
Apache Commons FileUpload	1.3.3	Java	https://commons.apache.org/proper/commons-fileupload/
Apache Tiles	3.0.5	Java	https://tiles.apache.org/
Apache HttpClient	4.5.3	Java	https://hc.apache.org/httpcomponents-client-4.5.x/index.html
Apache Commons Codec	1.9	Java	https://commons.apache.org/proper/commons-codec/
HSQLDB	2.3.3	Java	https://hsqldb.org/
MySQL Connector / J	8.0.26	Java	https://dev.mysql.com/doc/connector-j/8.0/en/
jsoup	1.12.1	Java	https://jsoup.org
Opencsv	4.6	Java	http://opencsv.sourceforge.net/
zip4j	2.3.2	Java	https://github.com/srikanth-lingala/zip4j
Hibernate validator	5.1.0	Java	https://hibernate.org/validator/
Logback	1.2.3	Java	https://logback.qos.ch/
MyBatis	3.3.0	Java	https://mybatis.org/mybatis-3/
MyBatis Spring	1.2.3	Java	http://mybatis.org/spring/

Flyway	3.2.1	Java	https://flywaydb.org/
Jackson	2.8.8	Java	https://github.com/FasterXML/jackson
AspectJ Weaver	1.8.9	Java	https://www.eclipse.org/aspectj/
JASYPT	1.9.2	Java	http://www.jasypt.org/
iText	2.1.7	Java	https://itextpdf.com/en
Stripe API - Java	20.107.0	Java	https://stripe.com/docs/api?lang=java
SimpleCaptcha	1.2.1	Java	https://sourceforge.net/projects/simplecaptcha/