In these General Terms of Use, ecratum agrees on certain rules with its users regarding the use of the platform. This is necessary and important in order to provide all data in a protected and secure fashion. These terms apply to all companies using the platform, regardless of whether they are using it as purchasers or suppliers.

Our priority is the security of your data. We have taken very extensive data security measures and are working on the basis of German data protection law. It is our endeavour to always be available for you. In order to enable us to do that, any company using ecratum must accept the Terms of Use. If you as a supplier have been invited by one or more of your customers to register for ecratum, we therefore also expressly ask you to accept our Terms of Use. Only then can you use the full scope of our services on the platform to communicate with your customers.

Of course, the basic scope of services remains free of charge for suppliers.

Upon accepting the General Terms of Use, you accept a number of rules, including in particular that:

- You will not upload any malware (e.g. viruses) onto the platform;
- You will not upload any illegal content or protected third party content onto the platform; and
- You will maintain and protect your data.

Such rules are standard practice on platforms like ecratum and are generally recognized.

We are looking forward to working with you and wish you successful dealings with ecratum.

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General Terms of Use of ecratum GmbH

ecratum GmbH, Turmstraße 28, 10551 Berlin (hereinafter "**ecratum**") develops a modular Supplier Relationship Management (SRM) software (hereinafter "**ecratumSRM**"), which it offers on the platform www.ecratum.com (hereinafter "**platform**"). Companies can use ecratumSRM to comfortably manage their supplier relationships; in this context, a company can use ecratumSRM both in the role of supplier and purchaser. These Terms of Use apply to both roles equally. Registration and consent to these Terms of Use are also required even if the software is only used in a supplier role.

1 Scope

1.1 These General Terms of Use (hereinafter "TOU") apply to the use of all ecratum offerings and/or products and/or Premium Services (hereinafter also jointly "**products**"). General terms and conditions of the customer only become a part of the contract if this was expressly agreed in writing.

1.2 The use of ecratumSRM is only offered to companies in terms of sec. 14 BGB (German Civil Code) (hereinafter "customers"; for clarification: this term refers to each company registered at ecratum, regardless of whether it is active on the platform as a supplier, a purchaser or in both roles). Companies are natural persons or legal entities or partnerships capable of holding rights, that are acting in exercise of their commercial or independent professional activities on entering into a legal transaction. Therefore, specific consumer protection legislation does not apply to this contract; in particular, there is no withdrawal right pursuant to Sec. 312g of the German Civil Code.

1.3 ecratum reserves the right to supplement ecratumSRM, also in conjunction with third-party service providers, with additional optional functions whose use is subject to additional terms and conditions and/or that may require the conclusion of contracts with third parties. ecratum shall inform the customers of such circumstances and will communicate additional terms and conditions where applicable.

1.4 The use of ecratumSRM in a supplier role is generally free of charge. ecratum may however offer additional optional Premium Services for suppliers; in this context, para.1.3 also applies.

2 Subject matter of the contract

2.1 On its platform, ecratum provides the possibility of using products. The subject matter of the respective contract mainly consists of the free or payment-based provision of products, which is limited to the duration of the contract, on the basis of these TOU. These products are provided to the customer over the Internet ("software as a service"). The source code of the respective products is not a subject of this contract.

2.2 The specifications of the relevant products can be retrieved from www.ecratum.com/this-is-ecratum/. ecratum provides the products to the customer for commissioning and configuration by the customer upon booking. ecratum furthermore offers the option of analyzing customer's performance within the products. If the customer does not

wish to commission and configure the various products himself, he can assign ecratum to do so as part of the product set-up process. If the customer books the product set-up, he will provide ecratum with the support, information and data required for implementing this service at no extra charge in a timely manner, and with at least one specifically designated employee, who acts as the project manager on behalf of the customer for the set-up phase.

2.3 In general, the use of ecratumSRM products is only subject to charges if used in the purchaser role. Companies that are invited by customers to use the products in the supplier role can use the basic functions for free, whereby the basic functions are available to them immediately after the invitation has been issued. Charges may be applied to optional Premium Services that are used in the supplier role above and beyond the basic functional scope. Products may also be offered to customers free of charge, as long as their use is limited with respect to the functional scope or time period.

2.4 ecratum provides the products to the customer via the latter's customer account, which is created pursuant to para. 3. The customer can log into his customer account and subsequently add, view, edit, retrieve and download data and documents in accordance with the functionalities of the selected products.

2.5 ecratum will use best efforts to ensure that ecratumSRM is available on the Internet with an average availability of 98% on annual average. This does not include downtime due to maintenance and software updates, as well as times in which the ecratum webservers cannot be reached over the Internet due to technical or other problems that cannot be controlled by ecratum (in particular *force majeure*, fault of third parties etc.).

3 Registration

3.1 To use ecratumSRM, the customer must register at www.ecratum.com in accordance with the provision below.

3.2 The registration request constitutes the customer's offer to conclude a master agreement in compliance with these TOU.

3.3 The required data from the user company and the person in charge of the account (administrator) must be truthfully provided by the customer, and must be updated immediately in the case of changes, to ensure smooth use. For clarification: Only the company, not the administrator personally, becomes the contracting party.

3.4 Before the registration request is sent, the entered data will once again be shown to the customer in a summarized form. Incorrect data can be changed after clicking on the relevant button, before the registration request is sent.

3.5 After the registration, ecratum will generally send the customer an e-mail confirmation that his registration request has been received. This confirmation alone does not constitute acceptance of the offer. ecratum reserves the right to check the request and possibly request additional information or proof of business status, or to obtain comfirmation of this information by other companies that are already using ecratumSRM and that already maintain a customer-supplier relationship with the registering company. ecratum reserves the right to refuse a request without providing reasons. If ecratum wishes to accept the customer's offer, it will send an according message and a confirmation link by e-mail. It is only once the customer has clicked on the link that the customer account will be activated and an administrator password will be sent to the customer (password for administrator account).

3.6 The customer can create additional accounts for representatives/employees of the company within his administrator account. He ensures that his representatives/employees do not breach the provisions of these TOU when using the customer account and the products. The customer undertakes to comply with all generally applicable principles of data and system security; in particular, he is responsible for ensuring that all passwords are kept confidential. He will keep this access data confidential, not forward it to anyone, not enable or tolerate knowledge of the same by third parties, and take the required measures to warrant confidentiality. The customer will immediately inform ecratum by e-mail (support@ecratum.com) of any (suspected) misuse or loss of this information.

3.7 The persons acting on behalf of the customer must be authorized by the company or must have representation authority. ecratum is entitled to demand proof of such authorization at any time at its sole discretion. ecratum may block the company's customer account at any time if the person acting on behalf of the company or another employee of the company fails to provide the required proof of authorization for the registration, booking and use of the products within a period of one (1) week after receipt of the corresponding request.

3.8 The contract can be concluded by an administrator or global project coordinator on behalf of several affiliated companies (group). In this event, the administrator or the global project coordinator, respectively, must be authorized to represent all concerned companies. Pricing is agreed globally for the group. The provisions in these terms and conditions regarding the conclusion of contract apply accordingly subject to this Section 3.8. Customer may create either a global group administrator account or an individual administrator account for each group company. Where a group administrator account exists, invoices will be sent only to the company to which this account is assigned; where individual accounts exist, invoices are sent to each individual group company according to an agreed allocation key. In both cases, all group companies are jointly and severally liable; ecratum reserves the right to

invoice overdue amounts from any other group company at its sole discretion.

4   Contracts for individual products

4.1   The customer may conclude a contract for the relevant product (including Premium Service) either by making the corresponding selection during the registration process, or using the dashboard of the Administrator Account in the case of an already existing customer account. Upgrades to higher-quality products can be made at any time, while in the case of contracts with a fixed term downgrades to smaller products can only be made at the end of the respective term, and only subject to the respective notice periods in the case of contracts with flexible terms. After selecting a product, the customer can choose from different price models, which differ with respect to their functional scope and payment models; they can be found at www.ecratum.com/pricing/ (hereinafter "**licensing model**"). The customer initiates the booking process by clicking on the licensing model that he wishes to book. The entire contents of the booking will once again be displayed to the customer, allowing the customer to modify his booking. A binding offer to conclude a contract is only established once the customer sends the booking by clicking on the button "I am ordering the displayed service package". The customer subsequently receives a confirmation e-mail that lists the selected SRM module and sales model and selected Premium Service together with these TOU. A contract regarding the provision of the selected SRM module is only established with this confirmation e-mail.

4.2   By concluding the contract, the customer confirms that the ordered product (with the exception of Premium Services) has been tested sufficiently beforehand, and acknowledges the scope of services for the ordered product at the time of the order. This shall not affect ecratum's right to continue to enhance the products, and in particular to adjust the product - while maintaining or extending the main functional scope - according to technical advances and changing technical standards.

5   Use of ecratumSRM

5.1   The customer will comply with all applicable laws and other legal provisions during the use of the products and the contractual services. In particular, the customer shall be prohibited from adding and/or distributing images, text, graphics and links or other data or contents that violate legal provisions, or that breach third-party property rights or copyrights or other third-party rights. The customer is responsible for the data and contents that are provided by him. ecratum does not check the contents for correctness, absence of viruses or virus-related workability.

5.2   Text or files depicting violence, or with pornographic, discriminating, insulting, racist, defamatory or other illegal contents or illustrations may not be uploaded and/or made publicly available. Furthermore, images that solely or partly feature external companies, trademarks or other business symbols or other protected signs may not be uploaded. Of course, this does not apply if the customer is entitled to do so, hence if he is the owner of the rights to the corresponding logos, advertising images and other contents, or if the legal owner has consented to their use.

5.3   The customer will not misuse the possible exchange of electronic messages for the unsolicited delivery of messages or information to third parties for advertising purposes (spamming); in addition, the customer will check data and information for viruses before delivery, and will use state of the art anti-virus software.

5.4   The customer will back up the data transmitted to ecratum on a regular basis and in accordance with the hazard level, and will create his own back-up copies to warrant that data and information can be restored in the case of loss. In particular, the customer will also assume responsibility for backing up the data inventories contained in the system until the contract is terminated, since it is possible that the customer may no longer be able to access these data inventories after the end of the contract.

5.5   Reporting of errors

5.5.1 The customer will immediately notify ecratum of errors in ecratumSRM or the contractual services by e-mail (support@ecratum.com). In the e-mail, he will describe the circumstances under which the error or defect occurs, and will actively assist ecratum with trouble-shooting activities.

5.5.2 If ecratum's inspection of the customer's error report shows that the defect did not occur within ecratum's area of responsibility, ecratum may charge the customer for the costs of reviewing the error report at the applicable ecratum prices. This does not apply if the customer was not in a position to see, despite using the required diligence, that the fault did not occur within ecratum's area of responsibility.

5.6   Indemnification

5.6.1 The customer indemnifies ecratum from and against all claims, including claims regarding compensation for costs and damages, which are asserted against ecratum by other users and other customers of ecratum or other third parties, including government authorities, based on an infringement of their rights by content posted by the customer to ecratumSRM. Furthermore the customer indemnifies ecratum from and against all claims, including claims regarding compensation for costs and damages, which are asserted against ecratum by other users and customers of ecratum or other third parties, including authorities, based on an infringement of their rights by the customer's use of the products. The customer shall bear all reasonable costs incurred by ecratum due to any of infringement of third party rights, including reasonable costs for legal defence.

All further rights and damage claims by ecratum shall remain unaffected. The customer has the right to provide proof that the costs incurred by ecratum are in fact lower.

5.6.2 The preceding indemnification obligations only apply to the extent that the customer is responsible for the relevant breach, i.e., if the customer has acted deliberately or failed to exercise reasonable care.

5.7 The customer in a purchaser role acknowledges that the suppliers they invite must also accept the Terms of Use in order to be able to provide information using the ecratum platform. The customer in a supplier role shall therefore support ecratum in its communication with the invited suppliers, so that they accept the Terms of Use. For clarity, the basic scope of services is free for invited supplier companies (see sec. 2.3).

6   Rights and obligations of ecratum

6.1   After payment of the remuneration payable pursuant to para. 11, ecratum will provide the customer with technical access to the functions contained in the selected product via the Internet, in order to use the same in line with the selected licensing model and these TOU. This does not constitute release or transfer of the products.

6.2   ecratumSRM runs on most common web browsers. Up-to-date details can be found on the ecratum website www.ecratum.com. As a result of the further development of ecratumSRM, it is possible that use of the products with initially supported older browsers is no longer supported. ecratum will endeavor to inform customers of such changes in a timely manner beforehand.

6.3   The connection of the customer to the Internet, maintenance of the network connection as well as the procurement and provision of hardware and software that is required on the customer's web pages does not form a part of the contract. That is the sole responsibility of the customer.

6.4   Within financially reasonable means, ecratum will store the transmitted data and use a firewall to prevent unauthorized access and the transmission of damaging data, in particular viruses. At the same time, the customer is aware that it is not possible to offer complete protection against such influences. ecratum is entitled to delete data of the customer that contains damaging contents. ecratum will inform the customer accordingly.

6.5   If the customer transfers data to ecratum - regardless of the form - the customer will make back-up copies of this data on his own data medium prior to the transfer. In the event that a data loss nevertheless occurs, the customer will transfer the relevant data once more to the ecratum server at no extra charge.

6.6   ecratum assumes responsibility for maintaining the products, in particular the diagnosis and rectifi-

cation of defects (see para. 9.2.2) within a reasonable time period.

6.7   ecratum provides all users of ecratumSRM with free e-mail support within the limits of availability.

6.8   ecratum may also use the services of third-party subcontractors to render its services. In particular, ecratumSRM is operated in a data processing center by third parties.

7   Granting of rights

7.1   As of the time the contract is concluded, ecratum grants the customer, for the duration of the contract, the non-exclusive (simple), non-transferable, non-sublicensable right, which may be offered at no charge or against payment, and which depends on the selected licensing model, to use the respective products on the central ecratum server. The product is not transferred to the customer. The aforementioned right of use applies in the same way to new versions, updates or upgrades to the products that are provided by ecratum during the term of the contract. However, ecratum shall not be obliged to make available new versions, upgrades or updates unless this is urgently required for the removal of defects. The customer shall not be entitled to use, copy, download or make the relevant product available to third parties beyond the purpose of the contract.

7.2   If the contractual use of the products is impaired by the proprietary rights of third parties without the fault of ecratum, then ecratum is entitled to refuse to provide the services thus affected. ecratum will immediately notify the customer and provide suitable access to his data. In that case, the customer shall not be required to pay for the non-rendered services. Other claims and rights remain unaffected.

7.3   The customer grants ecratum a non-exclusive (simple), royalty-free, geographically unrestricted right to use the logo and trademarks of the customer and/or other uploaded images and text, in particular the name of the company, within the products to the extent required for the performance of its contractual obligations and for the durastion of this contract. Furthermore, ecratum may use the logo and trademarks of the customer, in particular the company name for the duration of this contract on the ecratum webpages (e.g. www.ecratum.com or www.ecratum.de), in the products and product brochures and in other publications as a reference. Unless expressly stipulated otherwise in writing the customer also grants ecratum the right, in this context, to enlarge or shrink the logos and/or use color logos in a black and white version.

8   Data protection; confidentiality

8.1   The contracting parties mutually undertake to maintain confidentiality with regard to all internal confidential information received by the respective other party. In particular ecratum undertakes to

maintain confidentiality of all customer data and other knowledge it obtains during the rendering of its services for the customer. ecratum employees who have access to such data for the purpose of implementing the contract have been committed to confidentiality accordingly. The confidentiality obligation does not apply to information that has been or is disclosed without breach of a non-disclosure obligation, or that ecratum may or must disclose due to official or court orders; furthermore such information may be forwarded to advisors (e.g. lawyers, tax advisors) of ecratum who are committed to professional secrecy. This obligation applies for five years after the end of the contractual relationship between ecratum and the customer.

8.2   Recordings of any type, in particular sound and data media that are made available to ecratum for the duration of the contract shall remain the customer's property. Agreed data back-ups and back-ups by ecratum are only performed for the purpose of data security. ecratum is not obliged to delete these back-ups at the end of the contract.

8.3   In particular, ecratum will keep confidential all company-related and business-related information relating to the customer and his business partners in accordance with para. 8.1 and will not communicate such information to third parties.

8.4   The customer in turn guarantees ecratum that its know-how and business relationships will be protected, and that he will not inform third parties of the same and use it only for his own purposes.

8.5   Both the customer and ecratum will comply with the applicable data protection provisions, particularly those that apply in Germany, and will prohibit their employees who have been assigned in connection with the contract from collecting, processing or using personal data without authorization (obligation to comply with data secrecy).

8.6   If the customer wishes to upload personal data into ecratumSRM, the following applies: ecratum generally processes the customer's personal data on behalf of the customer, who shall retain responsibility in this regard. The ecratum contract data processing agreement that is required in this regard ("DPA") , can be downloaded by the customer from http://ecratum.com/fileadmin/userdaten/legal/DPA.pdf, and has to be printed, signed and returned to ecratum. In general, the customer may only upload/add personal data to ecratum if he has duly concluded the DPA. If the customer uploads personal data before or without concluding an DPA, he thereby guarantees that he is authorized to upload the data and permits ecratum to use the data as per the contract. The customer indemnifies ecratum from all damages and costs (including market-rate lawyer's fees) that are incurred by ecratum due to the customer's breach of the aforementioned obligation and guarantee.

8.7   ecratumSRM is operated in a data processing center by third parties. ecratum may award sub-

contracts but is required to impose on the sub-contractor compliance with the data protection provisions that apply in Germany, as well as obligations for the management of the personal user data for the customer that may have been agreed with the customer.

8.8   ecratum will take the required technical and organizational security precautions and measures for the protection of personal data. The customer is generally prohibited from demanding access to the premises in which the software application, the servers and operating software, along with other system components developed by ecratum, are operated. This does not affect the access rights of the customer's data protection representative following a written notification to inspect compliance with the required technical and organizational measures under data protection law, as well as ecratum's other lawful and contractual handling of personal data in line with the operation of ecratumSRM.

8.9   Further information on the handling of personal data is contained in ecratum's privacy policy. The customer may contact ecratum regarding any privacy matters at any time by e-mailing support@ecratum.com.

9   Warranty

9.1   Under a free licensing model

Warranty for defects is excluded for use under a free licensing model. Para. 10.1 remains unaffected.

9.2   Under a paid licensing model

9.2.1 With respect to defects in the contractual services, ecratum provides warranty exclusively subject to this para. 9.

9.2.2 A defect occurs if suitability for contractual use is eliminated or significantly impaired. Contractual use is conclusively defined by possibly agreed specifications. In the absence of such specifications, contractual use shall correspond with the condition and function scope determined by the customer in line with his testing activities pursuant to para. 4.2. In the case that suitability for contractual use is eliminated, the customer shall be released from paying the remuneration pursuant to para. 11 until such time as the defect has been rectified. In the case of partial unsuitability, the remuneration shall be reduced to a reasonable amount for the time until the defect has been rectified.

9.2.3 The customer will immediately notify ecratum of defects that have occurred in writing or by e-mail, and will include a description of the defect that is detailed so as to allow ecratum to reproduce, analyze and rectify the defect.

9.2.4 The customer will assist ecratum during the rectification of the defect free of charge, and in particular will provide all required documents, data

etc. that are required by ecratum to analyze and rectify the defect.

9.2.5 If ecratum is not able to rectify the defect within a reasonable time period set by the customer, which allows for a minimum of three trouble-shooting attempts, the customer shall be entitled to issue an extraordinary termination of the contract.

9.2.6 ecratum only provides damage compensation due to a defect in accordance with para. 10. Strict liability of ecratum for initial defects is hereby excluded.

9.3 The customer shall not be entitled to claims and rights due to defects in the contractual services that go beyond those expressly mentioned in this para. 9. This restriction does not apply to the extent that a defect has been maliciously concealed by ecratum.

10 Liability

10.1 Under a free licensing model

With regard to the free use of ecratumSRM, ecratum's liability shall be limited to intent, gross negligence and the lack of a guaranteed characteristic. In the case of intent, ecratum shall be liable for the full amount, whereas in the case of gross negligence and the lack of a guaranteed characteristic liability shall be limited to the amount of typical and foreseeable damages - with the exception of personal injury. Any other liability is hereby excluded.

10.2 Under a paid licensing model

10.2.1 The customer's claims for compensation shall be excluded. Exceptions thereto are claims for compensation by the customer due to injury to life, limb, health or breach of essential contractual obligations (cardinal duties) as well as liability for other damages which are based on an intentional or grossly negligent breach of obligation by ecratum, its legal representatives or agents. Cardinal duties in terms of these TOU are duties that in the first place enable the proper implementation of the contract and the achievement of its purpose, and on the compliance with which the customer may regularly rely.

10.2.2 In the case of a slightly negligent breach of essential contractual obligations, ecratum shall only be liable for foreseeable damages which are typical for this type of contract, except where damage claims by the customer due to injury to life, limb or health are concerned.

10.2.3 Liability pursuant to the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.

10.2.4 ecratum shall only be liable for the loss of data up to the amount that would have been incurred for restoring data that has been duly and regularly backed up.

10.2.5 ecratum shall not have any further liability. In particular, ecratum is not liable for initial defects, unless the conditions of para. 10.2.1 and 10.2.2 are met.

10.2.6 The limitations in para. 10.2.1 and 10.2.2 also apply in favor of the legal representatives and vicarious agents of ecratum if claims are made directly against them.

10.2.7 Insofar as liability for negligently caused damages, which are not based on an injury to life, limb or health, is not excluded, such claims shall be subject to a limitation period of one year from accrual.

11 Remuneration and settlement

11.1 No remuneration is charged for the free licensing model and the use of products in the supplier role in the basic version at the invitation of a purchaser.

11.2 For the remainder, the remuneration for the use of the products will be paid by the customer to ecratum; details regarding the amount of the remuneration, the due date and payment terms arise from the selected licensing model. The customer will receive an invoice by e-mail at the beginning of the relevant invoicing period (e.g. month or quarter, depending on licensing model).

11.3 Payment may be made using the payment instruments noted on www.ecratum.com. ecratum recommends payments by SEPA debit to avoid delayed payments and associated interruptions in the availability of ecratumSRM.

11.4 All prices are subject to the applicable statutory VAT.

11.5 The customer may set off a claim or assert a right of retention only in the case of legally determined or undisputed counter-claims. The customer may only assign claims from this contract to third parties with ecratum's written approval.

12 Default

12.1 ecratum is entitled to block access to ecratumSRM while the customer is in payment default. In this case, the customer is still obliged to pay the remuneration. Access will only be reactivated once the customer has made the payment.

12.2 ecratum reserves the right to assert additional claims due to payment default.

12.3 If ecratum is in default with the provision of a contractually owed operational SRM module, liability shall be governed by para. 10.

13 Term, extension, termination

13.1 A master agreement regarding the use of ecratumSRM (with the application of these TOU) is established for an indefinite time period once the customer has registered and ecratum has accepted the registration. The master agreement as such does

not come with an entitlement to use products. However, under the scope of the master agreement the customer may conclude individual contracts regarding the use of products and/or Premium Services. Both parties may terminate the master agreement at any time with a notice period of three (3) months to the end of the month, but not before the end of the most recent individual contract regarding a booked or used product that was concluded under the master agreement.

13.2 The individual contract regarding the use of products (including Premium Services) enters into force once the contract is concluded pursuant to para. 4. One individual contract is concluded for each product.

13.3 The respective first term for the utilization of a product shall be governed by the licensing model set out in the individual contract (hereinafter "initial time period"), and will be automatically renewed by a period equal to the initial time period, unless a party objects to the extension not later than three (3) months before the end of the initial time period or the subsequent time period. In the absence of arrangements regarding a special initial time period in the contract, this time period shall be one (1) year to the end of the month, i.e. the initial time period ends at the end of the month corresponding with the month of the previous year during which the contract was concluded (example: beginning of initial time period on December 15, 2014 means that the period ends on December 31, 2015).

13.4 Moreover, each contract may be terminated by each party without notice in writing for good cause. Good cause that entitles ecratum to terminate the contract shall exist in particular if the customer breaches ecratum's rights of use by using a product beyond the extent permitted under this contract, and does not refrain from the breach following a reminder by ecratum within a reasonable time period, or if the customer fails to pay an invoice despite a reminder with a reasonable deadline. If there are reasons that would entitle a party to terminate an individual contract for good cause, that party may also issue an extraordinary termination of the remaining individual contracts and the master agreement (customer account) without notice.

13.5 Terminations must be issued in writing (e-mail is sufficient).

13.6 ecratum will deactivate the customer account once the termination of the master agreement becomes effective. At that time, the products will no longer be available for use. Stored data will still be stored for a period of two weeks after the end of the contractual relationship, and on request will be made available for download in a common file format within this time period. After that time period, the data may be deleted at any time unless it is also allocated to other still active customers.

14   Other

14.1 The contract may be concluded in the following languages: German, English and Spanish. ecratum does not store the contract text.

14.2 The law of the Federal Republic of Germany shall apply, excluding however the United Nations Convention on Contracts for the International Sale of Goods. Berlin, Germany, shall be the place of jurisdiction.

14.3 No supplementary oral agreements to this contract have been concluded. Amendments or additions shall only be legally effective if agreed in writing. The same also applies to a waiver of the written form requirement. Amendments to this master agreement also apply to already booked packages, unless the customer and ecratum expressly agree to a different arrangement.

14.4 In the event individual provisions in these TOU should become invalid and/or are opposed by statutory provisions, it shall not affect the validity of the remaining TOU. The contracting parties will replace the invalid provision with a provision that most closely corresponds with the economic purpose of the invalid provision in a legally permissible manner. The preceding provision applies accordingly in case of loopholes.

14.5 The German version of these TOU shall prevail in the case of discrepancies between the German and other language versions of these TOU.

14.6 ecratum shall be entitled to change and adjust these terms during the term of the contract with future effect, if this is required due to changes in laws or jurisprudence. ecratum will forward the amended terms to the customer before the planned effective date in text form, and will make express reference to the new provisions and the effective date. At the same time, ecratum shall grant the company a reasonable time limit of at least four (4) weeks to declare whether it accepts the amended terms of use for further utilization of the services. If a declaration is not received within this time period, which begins as of the date on which the message is received in text form, then the amended terms shall be deemed as agreed. ecratum will separately advise the customer of this legal consequence at the beginning of the time period, i.e. the right to object, the time period during which that right may be exercised, and the significance of remaining silent. This amendment mechanism does not apply to amendments to the parties' main contractual obligations.

Berlin, July 2015