

General Terms and Conditions

1 General provisions & scope of application

1.1 Genius Bytes Software Solutions GmbH ("**Genius Bytes**" or "**we**") provides software solutions, cloud services, online services and AI-supported applications (together with the installation instructions and user manual; hereinafter referred to as the "**Software**") and related services.

1.2 These General Terms and Conditions ("**GTC**") govern the deliveries and services provided by Genius Bytes to traders (Section 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law ("**Customers**"). Our GTC form part of every order concluded with our Customer.

1.3 Where the Customer uses the Software exclusively for its own business purposes, it is referred to in these GTC as the "End User". Where the Customer distributes or sub-licenses the Software to third parties in its own name via lease of the Software, it is referred to as the "**Reseller**". The relationship between the Reseller and its End User is governed exclusively by the agreements concluded between those parties. Genius Bytes shall not be liable for any performance or undertakings of the Reseller vis-à-vis its End Users. The Reseller may not grant its End Users any rights to the Software that are beyond those rights granted to the Reseller under these GTC.

1.4 Our GTC apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that we have expressly agreed that they apply. This requirement of consent shall apply in every case. For example, it shall apply even where we render performance for the Customer without reservation with knowledge of the Customer's general terms and conditions. Individual agreements made with the Customer in a specific case (including side agreements, supplements and amendments) shall in every case take precedence over these GTC.

1.5 Subject to evidence to the contrary, the content of any such agreements shall be defined by a written contract or our written confirmation.

1.6 Legally relevant declarations and notices of the Customer in relation to the contract must be made in writing. Statutory formal requirements and further evidentiary requirements, in particular in the event of doubt as to the declarant's legal authority to make any declaration, remain unaffected.

1.7 Where these GTC provide for written form, then text form (e.g. letter or email) shall suffice where legally permissible.

1.8 Where terms are used in these GTC that are defined in the End User License Agreement ("**EULA**"), the definitions set out therein shall also apply to these GTC, unless the applicable context indicates otherwise.

2 Subject of the contract

2.1 The nature and scope of the applicable services, prices and other special conditions shall be defined by the applicable order document (including its annexes). In the event of any conflict between these GTC and the order document, the provisions of the order document (including its annexes) shall have precedence. Unless expressly agreed to the contrary, the following order of precedence shall apply to the contractual relationship:

- a) individual written agreements (including the offer and the order confirmation);
- b) special annexes to the contract (e.g. SLA, DPA, description of services);
- c) our EULA with respect to all rights of use and licence;
- d) these GTC.

2.2 Where the subject matter of the applicable order is the temporary provision of the Software for use, it shall be provided in return for payment of the agreed remuneration, on the basis of a lease agreement pursuant to Section 535 of the German Civil Code (BGB).

2.3 Where other services are the subject matter of the order, they shall be specified in more detail in the order document. They may include, for example, support services, consulting services, training or similar services. Genius Bytes and the Customer shall ensure via organisational measures that the employees deployed by Genius Bytes in the course of providing the services are subject exclusively to Genius Bytes's instructions and disciplinary authority. The deployed employees shall not be integrated into the Customer's organisation. The use of work equipment, systems or access points of the Customer, where necessary for technical, organisational or security-related reasons, shall not constitute the integration of the deployed employees into the Customer's organisation. Otherwise, Genius Bytes shall provide the work equipment required for performance.

2.4 At its discretion, Genius Bytes may deploy subcontractors for performance, but must satisfy itself in advance that the relevant subcontractor meets Genius Bytes' quality requirements and only deploys suitably qualified personnel. Where a subcontractor is deployed for processing on behalf of the controller pursuant to Article 28 of the General Data Protection Regulation (GDPR), the provisions of the data processing agreement (DPA) concluded between the parties shall apply as supplementary provisions.

2.5 Where the services of Genius Bytes are provided on cloud or online infrastructure of a third-party provider that is made available or selected by the Customer, or the Customer enters into its own contractual relationship with a third-party provider for such purpose, the terms of use and contractual terms of the relevant third-party provider shall apply as supplementary provisions with regard to the use of that infrastructure. Genius Bytes shall not be liable for the availability or performance of the infrastructure provided by the third-party provider, unless Genius Bytes is responsible for the negative impact on such infrastructure. The performance owed by Genius Bytes shall be defined exclusively by the respective order document and these GTC.

3 Conclusion of contract, remuneration & payment terms

3.1 All offers made by Genius Bytes are subject to change and are non-binding. The Customer placing or making an order shall constitute a binding offer to conclude a contract. A contract shall only arise once Genius Bytes accepts such offer by way of a written order confirmation. Unless otherwise specified by the Customer's order, we shall be entitled to accept the Customer's offer to conclude a contract within 14 days of us receiving the offer.

3.2 Our prices are exclusive of statutory value added tax.

3.3 The remuneration for lease of the Software and for other services by Genius Bytes shall be defined in accordance with the agreements made in the order. Depending on the agreement, remuneration shall be a fixed price or on a time-and-materials basis, i.e. on the basis of hourly or daily rates. Where remuneration is on a time-and-materials basis, services shall be billed at 15-minute increments on the basis of the agreed

hourly or daily rates. A daily rate corresponds to 8 billable hours. Any time beyond this shall be charged on a pro-rata basis according to the agreed hourly rate. Travel time shall be billable hours.

3.4 For travel arranged by the Customer, all the necessary travel and incidental expenses (in particular travel costs, accommodation costs, daily allowances, parking fees, toll charges, costs for public transport, taxi or rental car costs, as well as other expenses incurred in connection with the travel) shall be reimbursed separately on presentation of evidence. For journeys by car, we shall charge EUR 0.50/km. For rail travel, the costs shall be charged for first class; for air travel, for economy class.

3.5 Unless otherwise agreed in the order or in another agreement between the parties, the agreed remuneration for the lease of the Software shall be billed monthly in advance. Unless otherwise agreed, other services shall be billed monthly after performance. Where billing is based on time spent, a statement of hours must be attached to the invoice.

3.6 Where Genius Bytes provides individual customisations, extensions, customising, integrations, interfaces, BPM processes, forms, reports, extensions or other development services under a Customer order, Genius Bytes shall be entitled to charge payments on account as follows, unless otherwise agreed in the offer or order:

- 30% of the agreed order value on the order being placed;
- 40% on the agreed service being provided or delivered;
- 30% on acceptance or – where formal acceptance has not been agreed – on productive deployment or go-live.

If, despite deploying the service and a written request, acceptance does not take place within 14 calendar days for reasons for which Genius Bytes is not responsible, the service shall be deemed accepted, unless the Customer gives notice of material defects in writing within this period. Statutory or contractually agreed claims relating to payments on account shall remain unaffected thereby.

3.7 Invoices shall be due for payment without deduction within 30 days of the invoice date, but not before receipt of the invoice by the Customer. The Customer shall be in default without the need for a reminder if it fails to make payment by the due date. In the event of default in payment by the Customer, we shall be entitled to claim the statutory default interest rate as minimum damages, while reserving the right to claim further damages for default.

3.8 The Customer shall only be entitled to set off amounts or assert rights of retention where its claim is undisputed or has been established by a final court decision. In the event of defects in the Software, the Customer's corresponding rights shall, however, remain unaffected.

4 Lease of the Software

4.1 Genius Bytes shall make available for use to the Customer the Software defined in the applicable order document, including the agreed documentation, for the term of the contract. The nature, scope and licensing model of the Software shall be defined by the applicable order document and the EULA.

4.2 The Software shall be made available to the Customer, on a time-limited basis, in the format agreed in each case (e.g. download, data media or provided via a cloud service). Genius Bytes shall be entitled to further develop the Software during the term of the contract, insofar as this does not materially negatively affect use of the Software in accordance with the contract.

4.3 The nature and scope of the rights of use granted to the Customer shall be defined exclusively by the valid EULA and by the applicable order document. The EULA shall be part of the contract.

4.4 Installation and configuration services are not part of the lease agreement.

4.5 Where the Customer obtains the Software via authorised dealers, distributors or resellers, the distribution terms agreed between Genius Bytes and the applicable distributor shall apply as supplementary provisions. In such case also, the rights of use granted to the end customer shall be defined exclusively by the EULA, unless otherwise agreed under an individual contract.

4.6 The Software may contain, or interoperate with, components or software products of third parties. The applicable licence terms and terms of use of the third-party provider shall apply to such components and software products. In this regard, Genius Bytes grants only such rights that have themselves been granted to Genius Bytes by the applicable rights holder.

4.7 Special statutory, regulatory or sector-specific requirements relating to deployment of the Software – in particular arising from DORA, NIS2, the Cyber Resilience Act (CRA), the AI Act or comparable national or international regulations – shall only be owed insofar as they have been agreed expressly in writing.

4.8 The Customer must notify Genius Bytes of any such special requirements prior to conclusion of the contract, insofar as they are relevant to the intended deployment of the Software.

4.9 Where fulfilling such requirements makes additional functions, security measures, documentation, evidence, audits, certifications, adaptations or other services necessary, they shall be agreed separately and shall be remunerated in accordance with the valid price list or an individual agreement.

5 Rights of audit

5.1 Genius Bytes shall be entitled to conduct an audit of the Customer's actual use of the Software, where there is justified suspicion of use of the Software in breach of the contract. There shall be justified suspicion in particular if the number of licences used evidently does not correspond to the contractually agreed licence volume, or where there are indications of unauthorised distribution of the Software.

5.2 The audit shall be carried out exclusively by an authorised auditor who is bound to professional secrecy. The auditor shall act independently of instructions and may only disclose information to Genius Bytes insofar as necessary to establish and assert claims arising from use of the Software in breach of the contract.

5.3 The Customer must be notified of the audit in writing at least two weeks before the intended audit date, stating the grounds for the suspicion and the auditor engaged. The audit shall be carried out during the Customer's normal business hours on its premises. Genius Bytes and the engaged auditor shall ensure that the Customer's business operations are disrupted as little as possible by the audit.

5.4 The Customer undertakes to make available to the auditor – in full and in an auditable form – the documents and information that are required for the audit, and to make the necessary measures for cooperation possible.

5.5 The audit shall be limited to establishing whether the Software is being used within the scope of the contractually agreed licences. The auditor shall be given access to inspect the relevant documents and records, as well as access to the systems on which the Software is installed.

5.6 Where the Software provides technical information about use of the licence (in particular regarding the number of licensed or used devices, users, instances or other licence-related features), this information may be used as the basis for conducting the audit. Genius Bytes shall use such information exclusively to audit that the Software is being used in accordance with the contract.

5.7 If the audit finds that fewer licences are held than being used, the Customer must promptly obtain the missing licences retroactively. Where the number of licences obtained retroactively is up to 5% of the contractually agreed licence volume, such licences shall be obtained retroactively at the standard list prices of Genius Bytes that apply at the time that the licences are obtained retroactively. Where the number of

licences obtained retroactively is more than 5% of the contractually agreed licence volume, the missing licences shall be obtained retroactively at 1.5 times the standard list prices of Genius Bytes applicable at the time that the additional licences are obtained retroactively. In this case, the Customer shall also reimburse Genius Bytes for the costs incurred for the engaged auditor. In all other respects, each party shall bear its own costs. Genius Bytes reserves all further claims.

6 General obligations of the Customer to cooperate; data backup

6.1 On justified request and within a reasonable period, the Customer shall provide Genius Bytes with any information, details, data, documents and support services required to provide the applicable service.

6.2 The Customer shall be responsible for the information it provides being accurate and complete. The Customer must make sure that, where it supplies data to Genius Bytes in electronic format, such data is free of malware and viruses. It is the Customer's sole responsibility to back up the original data and records.

6.3 If the Customer breaches its obligations to cooperate, Genius Bytes shall – for as long as the breach continues – be released from the obligation to provide the service affected thereby. Agreed performance and completion deadlines shall be extended accordingly by the period of the delay, plus a reasonable period for resumption.

6.4 The Customer shall be solely responsible for regularly and properly backing up the data in its hardware and Software environment in accordance with the state of the art, and for regularly checking that such data backups can be restored.

7 Maintenance of the Software; warranty

7.1 Genius Bytes warrants that the contractually agreed condition of the Software shall be maintained for the duration of the licence term, and that use of the Software in accordance with the contract is not in conflict with any rights of third parties. Genius Bytes shall remedy any defects in title or material defects that arise in the Software, within a reasonable period. The terms "defect" and "error" are used synonymously in these GTC.

7.2 No-fault liability for initial defects in the Software is excluded.

7.3 Genius Bytes shall provide the Customer with updates during the term of the licence, where updates are for the purpose of correcting errors, maintaining the contractually agreed condition of the Software, or eliminating security vulnerabilities. Updates shall generally be provided via the Genius Bytes support website. The Customer must install security-related updates within a reasonable period after they are provided, unless there are justified technical or operational reasons that conflict with this. It is recommended that the Customer subscribes to the Genius Bytes email notifications to be informed when new updates are provided. The support website can be accessed at the addresses (URLs) specified in the order.

7.4 The Customer may contact Genius Bytes (or the service provider engaged by Genius Bytes for this purpose) by email during business hours (Monday to Friday, 9 a.m. to 5 p.m., excluding Christmas Eve, New Year's Eve and public holidays at the registered office of Genius Bytes), using the contact details specified by Genius Bytes in the order document (the "Support Contact"), in order to report any error in the Software.

7.5 The Customer must report errors in the Software to the Support Contact promptly after they are discovered, providing all the information known to the Customer that is useful for identifying and reproducing the error (including log files, where possible). In this regard, the Customer must follow the instructions in the supplied software documentation. The report must be made by an employee of the

Customer who has adequate knowledge and experience of the Software. The Customer must take all measures that can reasonably be expected of the Customer to support troubleshooting and error analysis.

7.6 Unless otherwise provided for in the order or in a separate agreement, support requests and error reports shall initially be made via the Customer's applicable partner. If the Customer obtains the Software via a dealer, reseller or other distributor, support requests and error reports must generally be addressed to them in the first instance. The partner shall review and qualify the report and shall forward it – where necessary – to Genius Bytes. If there is no intermediary distributor, or if direct support services by Genius Bytes have been agreed, the Customer must document error reports clearly and must make them available to Genius Bytes in accordance with section 7(5) for further processing. The Customer's statutory rights, in particular its claims for defects to be remedied, shall remain unaffected thereby.

7.7 If the Customer has reported an error in the Software and the Customer's warranty claims are not excluded, Genius Bytes must remedy the defect within a reasonable period via suitable measures (e.g. software updates, fixes, patches, etc.). As a first step, Genius Bytes may offer a workaround, provided and for as long as this is reasonable for the Customer. Further statutory rights of the Customer shall remain unaffected.

7.8 Upgrade versions of the Software that contain new or materially enhanced functions are not part of the lease of the Software and, unless otherwise provided for in the order or another agreement, they require separate licensing. Genius Bytes remains entitled to provide individual new functions via updates without this giving rise to any claim to future upgrade versions being provided.

7.9 When installing an update or upgrade, the Customer must delete the previous version of the Software and all copies thereof, unless parallel retention of the previous version is required for technical or operational reasons.

7.10 Warranty claims are excluded if the error in the Software is attributable to the fact that:

- there is an error or fault in the Customer's hardware, software or network environment, including internet access, the device, other hardware, the virtualisation or cloud environment, or third-party software, that is not the subject of the order;
- the Software is deployed by the Customer in a hardware, software, virtualisation or cloud environment that does not meet the system requirements specified in the order or the approvals given by Genius Bytes;
- the Customer has made changes to the Software without being entitled to do so by law, under the order, or on the basis of our prior written consent;
- the Customer or a third party engaged by the Customer has performed improper installation, configuration, setup or operation;
- security-related updates, patches or hotfixes that have been provided have not been installed within a reasonable period, despite Genius Bytes recommending that they are installed, unless there are legitimate technical or operational reasons that conflict with this. Genius Bytes may invoice the time for error analysis/bugfixing in the above cases at the hourly rates agreed in the order.

7.11 If the distribution of devices, operating systems or other system components on/with which the Software is operated is discontinued by the applicable manufacturer and the products are no longer maintained (end-of-life), Genius Bytes may terminate the Software lease agreement for cause with 30 days' notice, as it is not reasonable for Genius Bytes to maintain the functionality of the Software, where it is running on/with system components that are no longer supported. Licence fees paid in advance for periods after termination shall be refunded to the Customer pro rata.

7.12 Special support (such as, for example, installation/configuration services, user training, adaptation of the Software to a modified hardware/software environment of the Customer, etc.) that does not relate to

remedying defects under the warranty may be provided, subject to the time availability of Genius Bytes, on the basis of a separate order from the Customer, at the agreed hourly rates.

8 Custom software adaptations and custom developments

8.1 Where expressly agreed between the parties, Genius Bytes – in addition to providing the standard Software for use – shall also provide services for the adaptation, extension or custom development of the Software (hereinafter referred to jointly as “Custom Developments”). These shall include, in particular, customising, interfaces, integrations, extension modules, custom functions, workflows, reports, forms and other customer-specific programming.

8.2 Custom Developments shall be provided exclusively on the basis of the applicable contractual agreements, service descriptions or offers. Unless expressly agreed otherwise in writing, Genius Bytes shall not owe any particular economic success or the achievement of a particular business purpose.

8.3 All copyrights and other intellectual property rights in Custom Developments, including the underlying concepts, algorithms, methods, program libraries, frameworks, interfaces, routines, templates, source code and other development results, shall be retained by Genius Bytes.

8.4 In the Custom Developments created for the Customer, the Customer shall receive a simple, non-exclusive, non-transferable and non-sublicensable right of use, to the extent required to use the Software in accordance with the contract. Otherwise, the provisions of the EULA shall apply accordingly, unless otherwise provided in this contract or in an individual agreement.

8.5 Without restriction, for other customers, products and projects, Genius Bytes shall be entitled to develop further and use any general knowledge, experience, procedures, concepts, algorithms, program libraries, frameworks, modules, interfaces, routines and other technical solutions obtained in the course of creating Custom Developments, provided that no trade secrets or confidential information of the Customer are disclosed and no personal data is processed in doing so.

8.6 The Customer shall only have a right to the source code, development documentation or other development records being handed over where this has been expressly agreed in writing.

8.7 Custom Developments shall become part of the Software that is the subject of the contract, where they are intended for this purpose. They shall not give rise to any transfer of title in the standard Software, nor to any rights of use beyond those granted under this contract and the EULA.

9 Rights to work results

9.1 Where Genius Bytes creates or provides work results (e.g. training documents) for the Customer in the course of its services, the Customer – subject to payment in full of the remuneration for the services – shall receive a simple, indefinite right of use to use the work results unchanged, exclusively for its own internal business purposes.

9.2 Disclosure, reproduction or other provision of the work results to third parties for use, as well as any editing or other exploitation thereof, shall only be permitted with the prior written consent of Genius Bytes, unless otherwise required by law.

9.3 All rights to procedures, methods, concepts, tools, software components, libraries, templates and other know-how of Genius Bytes that existed prior to conclusion of the contract or that have been developed

independently of performance shall be retained exclusively by Genius Bytes. This shall also apply where such know-how has been used or developed further in the course of creating the work results.

10 Limitation of liability in favour of Genius Bytes

10.1 Genius Bytes shall be liable without limitation for loss or damage caused by intent or gross negligence. For loss of life, personal injury or damage to health, as well as under the provisions of the Product Liability Act (ProdhaftG), and in the event that a guarantee has been undertaken, Genius Bytes shall likewise be liable without limitation, irrespective of the degree of fault.

10.2 For simple negligence, Genius Bytes shall be liable only where Genius Bytes has breached an essential contractual obligation (a cardinal obligation). Essential contractual obligations in this regard in the abstract mean those obligations the fulfilment of which is essential to make proper performance of the contract possible at all, and on the observance of which the Customer may ordinarily rely. In such cases, the liability of Genius Bytes shall be limited to compensation for the foreseeable damage that typically occurs. There shall be no further liability.

10.3 The above limitation of liability shall also apply to the personal liability of the employees, agents, vicarious agents, representatives, officers and corporate bodies of Genius Bytes.

10.4 The liability of Genius Bytes for the loss of data shall be limited to the expense that would have been required to restore the data, if the Customer had carried out proper, regular data backups in accordance with the state of the art and had regularly checked that such data backups could be restored. This shall not apply where Genius Bytes has caused the loss of data by intent or gross negligence.

10.5 Where Genius Bytes provides AI-supported functions or systems (hereinafter referred to together as "AI Functions"), the results generated thereby shall be produced automatically on the basis of the inputs, data or instructions provided by the Customer, as well as the AI models or algorithms that are deployed in each case. AI Functions may in particular be based on machine learning methods, statistical models or comparable technologies. Genius Bytes does not provide any warranty that the results generated by the AI Functions are complete, correct, error-free, legally permissible or suitable for a particular purpose. The Customer must review all AI-generated results, on its own responsibility, for technical and legal purposes, before they are used.

11 Term & termination of the order

11.1 Unless otherwise specified in the order, the order for lease of the Software shall have a fixed term of 12 months and shall be extended automatically for a further 12 months at a time, unless terminated by either party with 3 months' notice to the end of the applicable term.

11.2 The right of either party to terminate an order for cause shall remain unaffected. There shall be cause in particular:

- if the Customer uses the Software beyond the extent allowed under the contract and fails to remedy the breach, following a warning notice from Genius Bytes, within a reasonable period specified in that warning notice;
- under the circumstances of section 7.11;
- if a party repeatedly and/or materially breaches its contractual obligations and fails to remedy the breach, following a warning notice from the other party, within a reasonable period specified in that warning notice;

- if insolvency proceedings are opened on the assets of the other party, or opening such proceedings is rejected for lack of assets, and the party is thereby no longer able to meet its contractual obligations, unless mandatory insolvency law provisions conflict with termination;
- if the Customer is in default, despite a reminder and a reasonable grace period, with the payment of remuneration that is due.

11.3 Any termination must be in writing.

11.4 After the end of the Software lease, the Customer must delete all existing copies of the Software, including any backup copies, installation files and licence files, and must promptly stop using the Software. At the request of Genius Bytes, the Customer must confirm that they have been deleted completely, in writing.

12 Privacy

12.1 The Genius Bytes Privacy Policy is available at: [Genius Bytes – Privacy Policy](#):

12.2 Where Genius Bytes processes personal data on the Customer's behalf in the course of performance and the requirements for processing on behalf of the controller pursuant to Article 28 GDPR are met, the parties shall conclude a separate data processing agreement before the start of the data processing.

12.3 Genius Bytes shall implement appropriate technical and organisational measures to protect personal data in accordance with the statutory requirements. Further details shall be set out in the applicable data processing agreement that is concluded, as well as in the Genius Bytes Privacy Policy.

13 Confidentiality; naming as reference

13.1 "Confidential Information" means all the information and documents of the other party in each case that are marked as confidential or that, by their nature, must reasonably be considered confidential. This includes, in particular, trade and business secrets, internal operational processes, business relationships, know-how, software, source code and object code, technical documentation, security concepts, access details, pricing and calculation information, product and development information, as well as other technical, commercial or organisational information.

13.2 The parties agree to maintain the confidentiality of the Confidential Information.

13.3 Confidential Information is excluded from this obligation:

- that was demonstrably already known to the recipient, or subsequently becomes known to the recipient from a third party, without any breach of a confidentiality agreement, statutory provisions or official orders;
- that is already publicly known or subsequently becomes publicly known, without this being due to a breach of this confidentiality obligation;
- that must be disclosed under statutory obligations or by order of a court or authority. Where permissible and possible, the recipient obliged to make the disclosure shall notify the other party in advance and shall give the other party the opportunity to take action against the disclosure.

13.4 The parties shall only grant external advisers access to confidential information where such advisers are subject to professional secrecy or have previously been placed under obligations that correspond to

the confidentiality obligations set out in these GTC. The parties shall also only disclose the Confidential Information to such employees who need to know such information to carry out the order.

13.5 The parties' confidentiality obligations shall continue to apply for a period of 5 years after the end of the order. The statutory provisions of the German Trade Secrets Act (GeschGehG) shall apply regardless of this provision.

13.6 Genius Bytes may name the Customer as a reference customer in advertising materials (print and online), where no statutory, official or contractual confidentiality obligations conflict with this. However, Genius Bytes shall not publish any details of the business relationship. The Customer may object to being named as a reference.

14 Force majeure

14.1 Neither party shall be liable for the non-performance or delayed performance of its contractual obligations, where this is attributable to events of force majeure. Force majeure shall include, in particular, natural disasters, war, terrorist attacks, pandemics, epidemics, strikes, lawful lockouts, official orders, failures of telecommunications or energy supply networks, significant disruptions to data centres or cloud infrastructure, as well as other unforeseeable events beyond the control of the affected party.

14.2 The party affected by force majeure shall notify the other party promptly of the occurrence and expected duration of the event, and shall take all reasonable measures to keep the impact of the event on performance of the contract to a minimum.

14.3 The parties' contractual performance obligations shall be suspended for the duration of the force majeure and shall be extended accordingly by the period of the obstacle, plus a reasonable period for resumption.

14.4 If the event of force majeure continues for more than three months and, as a result, continuing the affected order is no longer reasonable for a party, either party shall be entitled to extraordinary termination of the affected order with two weeks' notice to the end of a month.

15 Final provisions

15.1 The legal relationship between Genius Bytes and the Customer in connection with these GTC and the orders that are concluded is governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 The place of performance is the registered office of Genius Bytes. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship between Genius Bytes and the Customer is the registered office of Genius Bytes.

15.3 The Customer may only assign rights and obligations arising from an order to third parties with the prior written consent of Genius Bytes, unless otherwise provided for in these GTC. Such consent may not be unreasonably withheld. This does not affect the assignment of monetary claims.

15.4 If individual provisions of these GTC are or become wholly or partly invalid, unworkable or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid, unworkable or unenforceable provision shall be replaced by the applicable statutory provision. This process shall also apply to any omissions.