



TOUHLAB

GIVING MACHINES A HUMAN SENSE OF TOUCH

General Terms and Conditions

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General terms and conditions

1. Scope of Application/Binding Period

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") apply to business relations between Touchlab and its customers. Authorities or other public institutions are also considered to be businesses in the sense of these general terms and conditions, provided that they act exclusively under private law and in the exercise of a commercial activity when the contract is concluded.

1.2 Touchlab offers customers services in connection with the provision of touch and force, sensing sensors, based on the Touchlab propriety technology eDermis, Triaxial and Shear sensors (hereinafter "Touchlab" sensors). The contractual services consist in detail of:

1.2.1 The sale of equipment such as Touchlab sensors, samples, connections, adapters, kits, etc. (hereinafter referred to as Touchlab hardware).

1.2.2 The provision of standard software for reading out and controlling the equipment via terminal devices (hereinafter referred to as Touchlab software).

1.3 According to a separate agreement, Touchlab also renders services for customers in the area of hard- and software development ("Work Services") or other development, consulting and training services ("Services"). For Work Services, the "supplementary Provisions for Work Services" of these GTC. Insofar as these GTC do not contain any suitable provisions for services, the statutory provisions shall apply.

1.4 The Contract content in detail always depends on the offer documents prepared by Touchlab and accepted by the customer (hereinafter referred to as "Offer"). In case of contradictions between the offer and the GTC, the offer takes precedence.

1.5 Touchlab provides its services on the basis of these GTC. Terms of the customer do not apply, even if Touchlab has not expressly objected to them. Acceptance of the services by the customer is considered acceptance of the GTC of Touchlab and waiver of the GTC of the customer. Other conditions are only binding if Touchlab has accepted them in writing; in addition, Touchlab's GTC apply.

1.6 Touchlab may change these GTC at any time. The customer will be notified of the change by e-mail. If the customer does not object to the changes within four (4) weeks after receipt of the message, the changed provisions shall be deemed to have been accepted by him.

1.7 Touchlab shall be bound by an offer for one month from the date of submission of the offer, unless another period is specific in the offer.

2. Services of Touchlab

2.1 The nature and scope of the services of Touchlab sensors, other Touchlab equipment and software, as well as the approved environment of use are stated in the respective product documentation, supplemented by the user manual, unless otherwise agreed.

2.2 Touchlab Sensors are delivered including a user manual: the user manual can be made available to the customer electronically at Touchlab's discretion.

2.3 Unless otherwise agreed, the Touchlab sensors and other Touchlab equipment will be put into operation and used by the customer. All other services provided by Touchlab at the customer's request (in particular application preparation, instruction, training and consulting) will be remunerated on time and material basis.

2.4 The risk shall pass to the customer directly ex works (EXW, Incoterms 2010).

2.5 The customer observes the following performance restrictions with regard to any development kit Touchlab products, or samples of Touchlab (hereinafter referred to as "Touchlab -Kits"):

2.5.1 Touchlab -Kits are development samples, i.e., the design of the product has not yet been completed and tested by Touchlab. Parts of the Touchlab -Kits may be partially or completely non-functional and may deviate from the published product specifications.

2.5.2 Touchlab-Kits are intended exclusively for product and/or software developers working in a research and development environment to facilitate the evaluation of feasibility, experiments or scientific analysis. Touchlab-Kits and their respective contents are not end products.

2.5.3 Neither Touchlab -Kits nor their respective content may be used for reliability testing, in a marketable end product or in the manufacture of a marketable end product.

2.5.4 Touchlab -Kits are engineering samples and have not been tested for FCC and/or CE conformity.

2.5.5 Touchlab -Kits are not intended for consumer purchase. Touchlab -Kits may only be used by the customer and may not be resold, distributed, leased, rented or otherwise transferred.

2.5.6 Touchlab accepts no responsibility for the consequences of the use of Touchlab -Kits by the customer contrary to the provisions of this section 2.5 or for the infringement of patents or other rights of third parties which may result from the use in combination with a technology developed or added by the customer.

2.5.7 The development kits and samples, accessories and packaging should be sorted for environmentally friendly recycling. Do not dispose of the device in household waste!

2.5.8 If the customer uses Touchlab -Kits without authorisation (contrary to the terms in this clause 2.5 and the limitations provided in the respective documentation), he will compensate Touchlab for damages resulting from this.

3 Conclusion of Contract

3.1 The product descriptions in the Touchlab online shops do not represent binding offers from Touchlab. They serve to provide a binding offer by the customer.

3.2 The customer can submit the offer either via the online order form integrated in the online shop, by telephone, via online contact form, or via e-mail. A legally binding contractual offer with respect to the services and/or goods contained in the shopping cart is created when the Customer has placed the desired goods and/or services in the virtual shopping cart, has gone through the ordering process, and has confirmed by clicking the corresponding button.

3.3 Touchlab can accept the offer within seven days,

- By sending the customer an order confirmation in writing or in text form, whereby the receipt of the order confirmation is decisive, or
- By sending the customer a request for payment, or
- By delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive.

3.4 After conclusion of the contract due to the submission of an offer via the online offer form, the contract text is saved by Touchlab and sent to the customer in text form after the customer's order has been sent. Beyond that, Touchlab does not provide access to the contract text.

3.5 Before submitting a binding order via Touchlab online order form, the customer can recognise and correct possible input errors by carefully reading the information provided.

3.6 Only the Touchlab language is available for the conclusion of the contract. In case of contradictions between the Touchlab text and the English version, the Touchlab text takes priority.

3.7 Contact and order processing are usually carried out by e-mail. The customer must ensure that the e-mail address provided by the customer for order processing is correct so that e-mails from Touchlab can be received. When using SPAM filters, the customer has to ensure that all e-mails can be delivered by Touchlab and third parties commissioned by Touchlab.

3.8 If special conditions have been agreed upon, they do not apply to simultaneously running out future contractual relationships with the customer.

4 Prices and Terms of Payment

4.1 The prices quoted in the offer are in £ sterling pound plus the statutory value added tax applicable at the time of performance and without deductions.

4.2 The prices are valid for three months after conclusion of the contract. Thereafter, Touchlab can pass on an increase of the list price by its suppliers to the customer at the latest one week before delivery. The customer may withdraw from the contract until delivery, but at the latest within one month after notification of the price increase, if the price increase exceeds 5%.

4.3 Invoices are due for payment 14 days after receipt of invoice. In case of doubt, invoices shall be deemed to have been received three working days after the invoice date.

4.4 Deliveries to countries outside the United Kingdom may incur additional costs for which Touchlab is not responsible. These costs are to be borne by the customer, unless otherwise agreed. These include, for example, import taxes or duties (e.g., customs duties_ or costs for the transfer of money by credit institutions. This also applies if the delivery is made to a country of the European Commission by the customer makes the payment from a country outside the European Commission.

4.5 As soon as a Touchlab account receives the equivalent value of a payment, it is considered as received.

4.6 Touchlab reserves the ownership and rights to be granted to Touchlab sensors and other Touchlab equipment until full payment of the prices owned. Furthermore, Touchlab retains ownership until all its claims from the business relationship with the customer has been fulfilled.

4.7 Touchlab is entitled to prohibit the customer from further use of the services for the duration of the customer's default payment. This right can only be asserted by Touchlab for a reasonable period of time, usually a maximum of 6 months. This does not constitute a withdrawal from the contract. 449 paragraph 2 BGB remains unaffected.

4.8 If the customer or his customers return the services, the acceptance of the services does not constitute a withdrawal from the contract, unless Touchlab has explicitly declared the withdrawal. The same applies to the seizures of the reserved goods or rights to the reserved goods by Touchlab.

4.9 If the customer does not settle a due claim in whole or in part by the contractual payment date, Touchlab can revoke agreed payment terms for all claims. Touchlab is also entitled to perform further services only against advance payment. The advance payment

must cover the respective accounting period or – in case of one-time services – their remuneration.

5 Terms of delivery and shipping

5.1 Unless otherwise agreed, goods shall be shipped to the delivery address indicated by the customer in his offer.

5.2 Touchlab is entitled to make partial deliveries, as far as this is reasonable for the customer.

5.3 Touchlab reserves the right to withdraw from the contract in the case of incorrect or improper delivery by its own suppliers. This only applies in the case that Touchlab has concluded a concrete transit transaction with the supplier with due diligence and is not responsible for the non-delivery. In case of non-availability or only partial availability, Touchlab will inform the customer immediately and refund the customer's already paid consideration without delay. Touchlab will make all reasonable efforts to procure the goods.

6 Copyrights and rights of use

6.1 Upon full payment of the agreed prices, the customer is entitled to the non-exclusive right to use the Touchlab software for an unlimited period of time.

6.2 The customer will only use the Touchlab software for his internal business purposes. He may not rent, lend, sublicense, transfer to third parties for use or copy the Touchlab software or authorise the copying of the Touchlab software neither in parts nor as a whole. Neither the Touchlab software, except in the cases expressly permitted here.

6.3 The customer shall not make the Touchlab software accessible to third parties without the prior written consent of Touchlab. There is no entitlement to the granting of consent to make the alphanumeric identifiers, trademarks and copyright notices.

6.4 Any supplementary program code (e.g., patch, update) which is made available, to the customer for the purpose of troubleshooting shall be considered a component of the Touchlab software provided and shall be subject to the conditions of these GTC unless otherwise agreed.

6.5 In all cases in which the customer's rights of use end, existing copies of the Touchlab software must either be destroyed by the customer against proof or returned to Touchlab. In the case of a permitted transfer of the software to affiliate companies or third parties, the customer will assure Touchlab in writing that all parties involved will comply with these obligations. Legal storage obligations remain unaffected by this.

6.6 As far as the Touchlab software contains "Open Source Software" or adaptations of this software, the customer will receive rights of use according to the relevant license conditions for this software (e.g., "MIT License"), which deviate from clause 6.1. Both parties shall observe these license conditions.

7 Defects as to quality

7.1 Touchlab guarantees that the Touchlab Sensors and other Touchlab equipment (hereinafter referred to as "products") correspond to the agreements according to clause 2.1 when used in accordance with the intended use.

7.2 The customer only has claims for defects if reported defects are reproducible or otherwise verifiable by the customer.

7.3 If the customer is entitled to claims for defects, he shall initially only have the right to

subsequent performance within a reasonable period of time. The supplementary performance includes, at the discretion of the Touchlab, either repair or replacement. The interests of the customer will be taken into account appropriately in the choice. The ownership of parts, which are exchanged due to a supplementary performance, is transferred to Touchlab.

7.4 If the supplementary performance fails or if it cannot be carried out for other reasons, the customer can reduce the remuneration, withdraw from the contract and/or – under the conditions of clause 9 – demand compensation for damages or expenses. The customer shall exercise his right to choose with regard to these defect claims within a reasonable period of time, as a rule within 14 calendar days after the customer has become aware of his right to choose.

7.5 If the customer withdraws from the contract, Touchlab will take back the products and repay the prices paid by the customer minus the usage possibilities granted to the customer, as most the usual sales value of the products at the return.

7.6 Claims for supplementary performance and reduction shall become statute-barred twelve (12) months after the beginning of the statutory limitation period. This period shall not apply if the law prescribes longer periods, fraudulent concealment of the defect or non-compliance with the quality guarantee. Legally required notifications of defects have become statute-barred. If the notice of defect was unjustified, Touchlab is entitled to demand compensation from the customer for expenses incurred.

8 Rights of the customer in case of defects of title

8.1 Touchlab guarantees that no copyrights of third parties are violated by the Touchlab software when used by the customer according to the contract. This warranty requires that the customer informs Touchlab immediately in writing of any third-party rights asserted against him and leaves the legal defence and settlement negotiations to Touchlab. The customer shall support Touchlab free of charge to a reasonable extent, in particular by providing Touchlab with the necessary information. Legal obligations of the customer to give notice of defects remain unaffected. Rights in this sense are only those that the third party is entitled to in countries in which the customer uses Touchlab's software according to the contract.

8.2 Touchlab is liable for the infringement of patent rights of third parties by the contractual use Touchlab sensors within the scope of clause 11.4.

8.3 If the customer cannot use Touchlab's equipment in accordance with the contract due to a conflicting right of a third party, Touchlab can, at its own discretion, either (a) change the work result so that the right of the third party is no longer infringed, or (b) provide the customer with the necessary authorisation to use the work result. The customer's self-execution or the involvement is excluded. Clause 9 applies to the claims for damages by the customer.

8.4 The customer is not entitled to claims due to defects of title if Touchlab equipment has been modified after acceptance by the customer or third parties, unless the customer proves that the infringement is not the result of rights resulting from a combination of Touchlab equipment with services or products of third parties that are not subcontractors of Touchlab.

9 Liability

9.1 Touchlab is liable without limitation for damages caused by gross negligence or intent

on the part of Touchlab, its legal representatives or vicarious agents. Touchlab is also liable without limitation for damages resulting from culpable injury to life, limb or health.

9.2 Touchlab shall only be liable in cases of breach of essential contractual obligations, the breach of which endangers the purpose of the contract and on the fulfilment of which the customer could rely to a special degree (so-called cardinal obligations), even in cases of simple negligence. This liability is limited to the compensation of damages, which were typically foreseeable at the time of conclusion of the contract. A further limitation of liability for all cases of slight negligence to the respective offer volume can be agreed individually in the offer. In addition, in cases in which products are provided to the customer free of charge for test purposes, Touchlab's liability for loss of profit, lack of savings and image damage is excluded in any case.

9.3 In cases of slightly negligent liability, the liability of Touchlab for loss of profit, lack of savings and image damage is excluded in any case.

9.4 If information, software or documents is provided free of charge – as e.g., in the case of open source software – Touchlab shall not be liable for legal and material defects of the information, software and documentation, in particular for their correctness, freedom from errors, freedom from property rights and copyrights of third parties, completeness and/or applicability. This shall not apply in the event of fraudulent concealment of the defect, non-compliance with the guarantee of quality, injury to life, health or freedom and in the event of an intentional or grossly negligent breach. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.

10 General Provisions

10.1 Touchlab is entitled to use the customer or his brand/logo as a reference for the purpose of presentation on the company website or in brochures. Any further use e.g., as a showcase or best-practice example, shall only take place with the customer's consent.

10.2 The customer shall be responsible for observing the import and export regulations applicable to the deliveries or services. In particular those of the USA. In the case of cross-border deliveries or services, the customer shall bear any interest, fees and other charges incurred. The customer will handle legal or official procedures in connection with cross-border deliveries or services on his own responsibility, unless otherwise expressly agreed.

10.3 The assignment of rights or obligations of the customer arising from the contract – in particular assignments and pledges – to third parties is excluded without the prior written consent of Touchlab.

10.4 The offsetting by the customer is only possible with an undisputed or legally established counterclaim.

10.5 Amendments and supplements to this contract must be made in writing. This shall also apply to any cancellation or waiver of the written form requirement. The parties agreed that the written form shall also be deemed to have been complied with if signed declarations are sent by fax to the fax numbers provided by the parties for communications within the scope of this contract. Unless otherwise agreed, all other communications in connection with the performance of this agreement may be sent by e-mail (to the e-mail addresses provided by the parties for such purposes). Oral agreements and transmission by telephone, however, are not sufficient.

10.6 The legal relationship between the parties shall be governed exclusively by United Kingdom law. Place of jurisdiction is Scotland.

Supplementary provisions for work performance

11 Scope of work performed

11.1 Touchlab renders the work services as agreed in the offer documents and other performance descriptions which become part of the contract (e.g., specifications).

11.2 Touchlab uses carefully selected own employees or third parties as subcontractors with the necessary qualifications to perform the work. Touchlab is entitled at any time to replace own employees or third parties with comparable qualifications and experience. If these employees have been communicated to the customer by name. Touchlab will inform the customer about the replacement.

11.3 The agreed remuneration only covers the scope of services documented in the offer documents. Additional services shall be charged separately on the basis of the agreed or customary market prices, unless they are unremitting and commercially insignificant auxiliary services. If the service description in the offer documents contains unintentional gaps or ambiguities, Touchlab is entitled to adjust the service description accordingly at its reasonable discretion.

11.4 The parties agreed that an application-specific Freedom to Operate research is to be carried out within the scope of the project with regard to all contents of the customer and Touchlab that are included in the project. The costs arising from this are to be borne by the customer. If, as a result of the freedom to operate research, an infringement of industrial property rights cannot be excluded when the customer uses the contents introduced into the project by Touchlab in accordance with the contract, then clause 8.3 applies.

12 Duties of the customer

12.1 The customer acknowledges his obligations to cooperate as a prerequisite for the provision of services by Touchlab and thus at his contractual obligation.

12.2 The customer names, in writing, a contact person for Touchlab and an address and e-mail to make the necessary decisions for the customer or to bring them about immediately. The contact person ensured good cooperation with the contact person at Touchlab.

12.3 In particular, the customer shall immediately make and notify Touchlab of decisions incumbent upon him regarding project implementation and project content and shall immediately examine Touchlab's suggestions for changes. If this is not possible for him, he will contribute to immediate escalations. The customer is responsible for the control of his employees.

12.4 The customer shall provide Touchlab with all technical and other documents and information necessary for the successful execution of the project in due time.

12.5 If the customer does not fulfil a duty or obligation, does not fulfil it properly or is late and Touchlab is therefore unable to perform its services in accordance with the contract, the agreed execution deadlines shall be extended in accordance with the delay plus a reasonable period for resuming the work. Touchlab will additionally invoice the customer for the additional costs caused by this, in particular for extended provision of the personnel or material resources employed, at the agreed rates.

13 Acceptance

13.1 Work performances / trades to be produced by Touchlab are subject to acceptance. Results or services are not subject to acceptance. In the offer it can be described that defined

partial results of work performances are accepted separately (real partial acceptance). Accepted partial results are the basis for the continuation of the work: they are not covered in any right to withdraw from the contract. The subject of a separate acceptance in this respect is merely the contractual interaction of these partial performances with other results (integration).

13.2 Touchlab shall make the trades available to the customer for acceptance after completion. Unless otherwise agreed, the customer must declare acceptance of the trades within five (5) working days after provision if the trades created do not have any defects that prevent acceptance in the sense of the following regulations.

13.3 In the case of trades involving software, the parties shall agree on the course and scope of the acceptance test at the beginning of the performance of the contract. For the performance of the acceptance test, the customer must provide test data and the test results expected by him in good time before the provision of the trades in the form specified by Touchlab in the offer documents and create the agreed technical prerequisites. Touchlab is entitled to participate in the acceptance test and to inspect the test results.

13.4 Defects preventing acceptance are defects of classes 1 and 2 according to the following definition:

13.4.1 Class 1 defects are deviations which result in the trade or a central part of it being unusable for the customer (example: frequent unavoidable system crashes).

13.4.2 Class 2 defects are deviations which result in significant restrictions on the use of important functions of the trade which cannot be circumvented for a reasonable period of time acceptable to the customer (e.g., incorrect application results; errors in reports).

13.4.3 Class 3 defects are all other deviations.

13.5 The parties shall assign the deviations found during the acceptance test to the defect classes by mutual agreement. The result of the acceptance test including the defects that have occurred and their classification shall be fully documented by the customer in an acceptance report within the acceptance period. If the customer has rightfully refused acceptance Touchlab will remedy the documented defects preventing acceptance. Then the necessary parts of the acceptance test will be repeated.

13.6 Trades shall be deemed accepted as soon as they are used productively by the customer, or he has not handed over a list of defects within fourteen (14) days after handover of the trades in which at least one defect preventing acceptance is listed. If the customer desires design changes after handover of the trades or other project results, which do not involve a notification of defects. Touchlab will endeavour to take these wishes into consideration at a later date. Clause 11 (3) of these GTC shall apply in this case.

14 Rights of use of the customer

14.1 Touchlab grants the customer a temporally and spatially unlimited simple right of use for his internal business purposes for the result of the work performances (hereinafter jointly referred to as "work results") created for him. Touchlab grants this right to the customer subject to full payment and acceptance. The customer is entitled to transfer the right to companies affiliated with him in the sense of Touchlab or to grant them a simple right of use to the work results.

14.2 Until complete payment and acceptance of the work results, the customer has the right to test the work results as agreed; this does not include the right for operative use (according to section 14.1). This right to test shall expire if the Customer is in fault of payment

for more than thirty (30) days. A separate reminder by Touchlab is not necessary for this.

14.3 Item 14.1 does not apply to standard products which are part of the work result. Standard products are the Touchlab software as well as products or solutions of third parties which are subject to own license conditions. This includes work results that contain "Open Source Software" or adaptations of this software. Both parties agree to comply with these license terms. The customer's right to the standard products shall be governed exclusively by their license terms.

14.4 The granting of rights according to clause 13.1 does not apply to materials or solutions existing at Touchlab (hereinafter "Touchlab IP"), including the changes and additions made to them. Touchlab retains all rights to Touchlab IP at all times. The rights of use granted to the customer for the Touchlab IP included in the work results are determined by the contractual purpose in which both parties are based. The isolated use of Touchlab IP is excluded.

14.5 Touchlab is in any case entitled to use the work results, including the know-how acquired during the performance of the services, in particular the concepts, procedures, methods and intermediate results on which the work results, including the know-how acquired during the performance of the services, in particular the concepts, procedures, methods and intermediate results on which the work results are based, without restrictions while maintaining its confidentiality obligations.

14.6 Insofar as work results which are patentable, utility modelable or designable are produced within the scope of the services provided by Touchlab, Touchlab may file an application for industrial property rights in its own name and for its own account. Touchlab shall grant the customer the right to use the industrial property right together with the work results to the extent required. A separate remuneration for this license is not to be paid.

15 Rights of the customer in case of defects of the trades

15.1 The customer shall notify Touchlab of material defects in writing immediately after discovery and describe them concretely and in sufficient detail. Claims for material defects of the customer expire within twelve (12) months after acceptance, unless Touchlab has fraudulently concealed the material defects: the statutory limitation period for claims for damages of the customer due to material defects remains unaffected. In this case of partial performance, the period of limitation shall depend on the acceptance of the partial performance concerned. Legal obligations of the customer to give notice of defects remain unaffected.

15.2 Touchlab can determine the type of supplementary performance at its own discretion. A reasonable possibility of avoiding errors in software ("workaround") provided to the customer by Touchlab shall also be considered as supplementary performance if an insignificant error remains under consideration of the workaround. Touchlab can also demand that the customer inserts program parts sent to it with corrections ("bug fixes"). Touchlab can determine the time of supplementary performance for material defects that do not prevent acceptance at its reasonable discretion.

15.3 The customer shall support Touchlab in the analysis and correction of the defects to the required extent free of charge. This includes in particular the free provisions of documents and information to Touchlab to a reasonable extent.

15.4 The customer may reduce the agreed remuneration or withdraw from the contract in case of defects preventing acceptance if the subsequent performance has finally failed. The

final failure shall be determined by taking into account the complexity and circumstance of the remedy of the defect by Touchlab but shall not yet be assumed in every case after two attempts at subsequent performance have failed. The customer shall not be entitled to remedy the defects himself or to involve third parties. Clause 9 of these General Terms and Conditions shall apply to claims for damages by the customer.

15.5 Touchlab is not responsible for material defects which are based on faulty or incomplete service descriptions and requirements (e.g., in the form of specifications), concepts or faulty services of the customer or third parties used by him, which are specified by or approved by the customer. Touchlab is also not responsible for material defects insofar so trades were changed after their acceptance, unless the customer can prove that the defect is not a consequence of the change.

15.6 If the defectiveness is based on the use of defective third-party software which Touchlab uses for the purpose of providing the service and whose deficiency Touchlab is not allowed to remedy itself, Touchlab's obligation to remedy the deficiency consists in asserting the claims against the respective licensors.

15.7 The customer shall reimburse Touchlab for the expenses incurred due to unjustified notification of defects at the agreed prices in addition to the agreed remuneration.

16 Confidentiality and data protection

16.1 The Parties shall keep secret all confidential information of the other Party that comes to their knowledge within the scope of the cooperation, i.e., protect it with due care against unauthorized access. Unauthorized within the meaning of this provision are not the subcontractors and employees of Touchlab used in accordance with the contract. The parties undertake to include only those employees or third parties in the cooperation who have previously committed themselves to secrecy in a comparable form.

16.2 All information of a party – regardless of its form – which is marked in writing as requiring secrecy or whose need for secrecy clearly results from its nature, in particular trade and business secrets, shall be subject to secrecy. This also includes the conditions of the respective contract.

16.3 Information which the Receiving Party can prove to be either (i) generally accessible or has been, (ii) already in the possession of the Party without obligation to maintain secrecy, (iii) independently developed by another Party without use of confidential information or (iv) lawfully acquired the information from a third party who was not obligated to maintain secrecy shall not be considered confidential.

16.4 Touchlab will fulfil the agreed requirements of the customer regarding data protection and data security. Both parties shall observe the applicable data protection regulations, in particular those applicable in Touchlab and shall oblige their employees employed in connection with the contract to observe data secrecy, unless they are already under a general obligation to do so.

16.5 Insofar as Touchlab processes personal data within the scope of the provisions of its services according to this agreement, Touchlab will only act on behalf of and at the instruction of the customer. The parties make a separate written agreement on the processing of orders. In order to enable the customer to comply with his obligations under the data protection laws with regard to the use of the Touchlab platform by his users, the Touchlab platform contains a document which can be called up at any time during the registration process or otherwise and which contains a legally compliant data protection

declaration for the Touchlab platform. Touchlab will make this data protection declaration available to the customer on request for prior verification.

16.6 Touchlab is entitled to store a copy of the work results and project documents for purely internal purposes, even if they contain information requiring confidentiality. However, this authorization does not imply any obligation, i.e., Touchlab cannot reserve any storage capacity beyond the period of project processing. The customer is solely responsible for the storage of his project information and results.

16.7 The confidentiality obligations continue to apply after the end of the respective contract.

16.8 In case of doubt, existing confidentiality agreements between the parties shall take precedence over the provisions of this clause.

17 Termination

17.1 The term and termination rights of the parties are set out in the offer documents.

17.2 The right of both parties to terminate a contract for good cause shall remain unaffected. If the reason for termination consists in a breach of a contractual obligation, the terminating party shall set a reasonable deadline for remedying the reason for termination prior to termination by the other party. All circumstances which make further cooperation with the other party unreasonable shall be deemed to be an important reason for termination, in particular default in payment with substantial amounts, business cessation by Touchlab or repeated or persistent serious deficiencies in the provision of the services or cooperation.

17.3 Notices of termination require written form: text form is excluded.

17.4 The right of termination of the customer according to Touchlab B is excluded.