General terms and conditions for uVida partners
(PURCHASE OF THE uVida system)

§1 Scope of application

These general terms and conditions apply to partner contracts between uNostics GmbH (hereinafter referred to as **"uVida"**) and partners in the areas of fitness, health and medicine (hereinafter referred to as **"Partner"**).

§ 2 Subject matter of the contract

(1) uVida sells to the Partner on the basis of this Agreement the number of uVIDA analysis devices designated in the Offer (hereinafter also: the Hardware) for a smart performance and metabolism analysis based on the breath of an end customer. The analyzer is used to analyze respiratory gases to determine the fitness status of subjects. Therefore, the results must not be used to determine a diagnosis or derive a therapeutic measure. Rather, the approach is to provide healthy people with data for optimizing training and nutrition, e.g. on the pulse ranges in which they can train most effectively. The functions are described in detail in Appendix 1.

(2) The Partner may use the Hardware for end customers who wish to analyze their metabolism at rest (Function: "Food") and/or their metabolism under stress (Function: "Activity"). In the future, further products may be added; in this respect, the present terms and conditions shall then also apply, unless the parties agree otherwise. For each end customer, the partner can also purchase digital premium features and additional accessories for the end customer after performing an analysis. There are different billing models for this. These are described and specified in the respective offer or in the uVida app. The payment of all completed services has to be paid in advance by the partner. The time as well as the type of payment depends on the selected billing model and is also defined in the offer.

(3) The Partner also receives the non-exclusive, non-transferable and non-sublicensable right to use the uVida platform (hereinafter: software) for the term of the contract, with which the Partner can use the hardware as intended during this time. The Software allows in particular the collection of measured values for mobile metabolic analysis with the help of the Hardware as well as the storage and evaluation of these measured values for end customers who directly commission uVida with the corresponding evaluation for this purpose.

(4) The software is provided for the duration of this contract.

(5) In addition, during the term of the Agreement, the Partner may and shall sell/broker uVida's services in accordance with the product descriptions attached as Exhibit 1.

§ 3 Important terms of use

The services have been designed to be used only by healthy individuals over the age of 18. Individuals who are not healthy and have pre-existing conditions such as diabetes, clinical obesity, severe asthma, heart disease, COPD, etc. May not perform an analysis with uVida. Only healthy individuals may be analyzed with and offered uVida services. They must obtain consent from their client that they are healthy and have no pre-existing conditions before registering with uVida and for each analysis. Otherwise, they may neither create a user account with uVida for the client nor perform an analysis with uVida.

In addition, the Services are in no way medical products or services, but are a wellness product designed to provide metabolic measurements. The Services do not diagnose, treat, cure or prevent any disease or otherwise assist in such activities, nor do they offer professional health-related advice or medical diagnosis. In light of the foregoing, any information, plans or suggestions provided or inferred from the use of the Services are not intended to be, and should not be considered a substitute for, medical or other health-related professional advice, diagnosis or treatment.

They, as trainers, are also not allowed to diagnose or perform therapy based on uVida's analyses!

No medical consultation or health services:

UVida does not diagnose, treat, cure or prevent any disease and does not provide professional health advice or medical diagnosis. The Services are provided on an "as is" basis. uVida assumes no liability whatsoever with respect to any information or suggestions provided, created or concluded in connection with the use of the Services. Any information generated, provided or concluded using the Services is dependent upon the accuracy of the analysis performed by you and the reliability of the information entered and uploaded by your client. You agree that uVida shall not be responsible or liable to you for any claims, losses or damages arising out of the Services and on any information or suggestions by you or any other user. Except as otherwise expressly provided in the Terms, uVida does not in any way endorse any responsibility for any decision made or action taken based on uVida analytics or uVida Services, nor for any injury, inconvenience and/or damage incurred as a result of or in connection with the Service or their use. The uVida analyzer is not an instrument, apparatus, device, machine or appliance, or other similar or related article, intended for use in the diagnosis of disease or other disorders, or for the cure, mitigation, treatment or prevention of disease, or intended to affect the structure or any function of the body. Any decision or action you take for your client based on analytical data and/or information provided through the use of the uVida Device is at your own risk. You acknowledge and agree that your use of the uVida Services and the uVida Device is entirely at your own risk.

§ 4 Performing analyses and Ordering Premium Features

(1) The partner is authorized to perform the tests with the hardware itself.

(2) The technical analysis of the breath data is carried out by uVida. For this purpose, the partner must have the end customer read and confirm corresponding dialogs on an electronic end device before the first test. In particular, he must have permission from his customers to create a user account with uVida. In addition, he must inform his customers of the general terms and conditions (user conditions) as well as the data protection information and, if requested, allow them to view these. If partner transfers users with associated data from another system into the uVida system (e.g. via interfaces), he confirms that he has obtained the permission of his customers to create a user account with uVida. The partner must also point out the general terms and conditions (user conditions) as well as the data protection information to all users that he transfers to uVida and grant access upon request. This also applies to partners who switch from DYNOSTICS platform of the Sicada GmbH to the uVida platform.

(3) The partner is obliged to ask the users about their health status before the start of each test according to the specifications of the software and to inform them about the health aspects associated with the measurement. The hardware must be disinfected before each measurement according to the instructions for use communicated by

uVida. A measurement may only be started if the respective specifications of the software regarding the minimum health requirements of the user are fulfilled. A responsible supervisor of the partner must be present during the entire duration of the measurement , observe the end user during the measurement, stop it immediately if problems or recognizable risks occur and, if necessary, summon medical assistance.

(4)   Premium features in the uVida user app incl. digital training plans and digital nutrition plans for the end customer can be ordered by the partner for resale to the end customer. In this case, uVida delivers to the end customer by means of software activation in the uVida software after corresponding order by the partner. In the premium package the training plans appear, if an activity analysis is available and nutrition plans if a food analysis is available. Billing models, payment method and time of payment will be specified in the offer as described in §2 (2).

(5)   uVida may involve external service providers as subcontractors in the fulfillment of its contractual obligations. uVida remains fully responsible towards the partner also with regard to the services provided by an external service provider.

§ 5 Remuneration

(1)   The purchase price for the hardware and the rent for the software as well as the remuneration for digital premium model and other additional purchases amount to the amount regulated in the offer.

(2)   The license fees for the use of the uVida App and UVida Cloud Platform are invoiced monthly in advance. The payment is to be settled in due time via one of the payment methods offered by uVida.

(3)   The remuneration for digital app premium features incl. plans and other accessories are billed in advance depending on the billing model and are to be paid on time using one of the payment methods offered by uVida.

(4)   The prices stated are net amounts in each case, unless they are expressly designated as gross amounts. They shall be increased by the statutory value added tax, if applicable.

§ 6 Use of the device, operating instructions, training of personnel to perform tests.

(1)   The hardware is used exclusively for testing within the framework of the uVida offers.

(2)   Testing with the hardware may only be performed by personnel who have also been previously trained by uVida. The training can be booked at uVida. The Partner is also obligated to observe the usage instructions communicated by uVida.

(3)   uVida provides the Partner with an instruction manual for the hardware.

§ 7 User data

(1)   All rights to the end customer master data and the associated analysis results, which are collected and/or stored via the software, as well as all other data, which the end customer enters in his uVida user app, are entitled to uVida in the relationship between the parties. The rights of the respective affected users to their data remain unaffected by this. The details of the responsibility under data protection law result from the data protection agreement in Appendix 2.

(2)   If and as far as the respective End Customer agrees, uVida will make available to the End Customer and the Partner via the Software a copy of the evaluation results

determined by measurements of the Partner for End Customers activated by the Partner.

(3)   The measurement data and all other data of the end customers arising in connection with the software and collected and/or stored by uVida (e.g. contact data, information on physical condition, etc.) are managed by uVida within the framework of the software and can be viewed, managed and/or evaluated by the end customers within the framework of the standard functions of the software if end customers create an account with uVida. In particular, end customers have the option to revoke the partner's access to their data managed in the software at any time and/or to grant other users access to this data.

§ 8 Retention of title

The hardware remains the property of uVida until full payment of the purchase price.

§ 9 Delivery, transport, packaging

The hardware shall be delivered to the Partner at the delivery address specified by the Partner. The shipping costs are to be paid by the Partner.

§ 10 Further obligations of the partner

(1)   The Partner is obligated to use only uVida-trained personnel to operate the hardware. The Partner must strictly follow the uVida instructions for use.

(2)   The Partner indemnifies uVida against claims arising from the Partner's failure to comply with these obligations.

(3)   The partner is obligated to report possible defects of the software as well as their effects and exact circumstances (e.g. error examples, data) immediately in writing or by e-mail to uVida. The partner grants uVida access to all information necessary for the elimination of defects. uVida is entitled to circumvent a defect by so-called "work-arounds" if the cause of the defect itself can only be eliminated with disproportionate effort and the usability of the owed service does not suffer significantly as a result. If a defect reported by the partner is not attributable to uVida or if there is no defect at all, uVida will invoice the partner for the analysis, rectification and maintenance work incurred in connection with the defect report at the applicable rates.

(4)   The Partner is obligated to ensure that his use of the services provided by uVida does not violate applicable law or the rights of third parties.

(5)   If the Partner receives a complaint in connection with its use of the systems provided by uVida, the Partner must process these complaints appropriately and provide the respective complainant with an initial substantive statement as soon as possible. If the complaint contains a criticism of the systems provided by uVida or if it is obvious that the complaint does not or not exclusively concern the execution of the testing by the partner, but (also) concerns the systems provided by uVida, uVida is to be informed immediately and the statement towards the customer is to be coordinated with uVida.

(6)   For the access to the software the partner is provided with access data by uVida. The partner is obligated to treat this access data strictly confidentially and not to disclose it to any third party. Any actions of use by third parties using the access data provided to the partner are attributed to the partner as his own actions of use. If the partner detects a compromise of his access data, he will inform uVida immediately and arrange for a change of the access data.

(7)   It is the responsibility of the Partner to create his own backup copies of the data stored by uVida for him and thus to take appropriate precautions against data loss on his own responsibility.

§ 11 Liability

(1)   The strict liability of uVida for initially existing defects of the software according to § 536a BGB (German Civil Code) is excluded. uVida is liable for damages in connection with this contract, regardless of the legal reason, within the scope of fault liability in case of intent and gross negligence. In the case of simple negligence, uVida is only liable, subject to legal limitations of liability (for example care in own affairs, insignificant breach of duty), for the following
  a) for damages resulting from injury to life, body and health,
  b) for damages from the violation of an essential contractual obligation (obligation, which in fulfillment enables the proper execution of the contract in the first place and whose compliance the contractual partner regularly trusts and may trust); in this case, however, the liability of uVida is limited to the compensation of the foreseeable, typically occurring damage.

(2)   The limitations of liability resulting from paragraph 1 also apply to breaches of duty by or in favor of persons whose fault uVida is responsible for according to legal regulations. They do not apply insofar as uVida has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods and for claims under the Product Liability Act.

§ 12 Warranty for defects

In the case of hardware defects, the Partner is initially entitled to supplementary performance under the legal requirements, whereby uVida has the right to choose between defect removal (rectification) or replacement delivery of defect-free hardware. The legal prerequisites apply to any further defect-related claims of the Partner. The Partner's claims under purchase law due to defects in the hardware become statute-barred one year after delivery, insofar as it is not a matter of fraudulently concealed defects, claims from a guarantee or claims due to injury to body, life and health.

§ 13 uVida's right of inspection and right of access

The partner has to grant uVida or its representatives access to the studio/practice/company at any time upon request after consultation during normal business hours in order to check the use and operational readiness of the hardware and to participate in tests in agreement with the end customer concerned in order to check the quality of the tests. The costs associated with this shall be borne by uVida itself.

§ 14 Term

(1)   The term of this Agreement, including the software license pursuant to § 2 (3), shall commence upon delivery of the Hardware.

(2)   This contract is concluded with a term of one (1) year. If the contract is not terminated with six weeks' notice to the end of the contract year, the term shall be extended by one (1) additional year.

(3)   The right to extraordinary termination remains unaffected for the Partner and for uVida. uVida is especially entitled to terminate this contract without notice in the following cases:
  a. The Partner is in arrears with agreed payments for more than two weeks after a reminder.
  b. Notwithstanding a reminder from uVida, the partner does not immediately fulfill his special secondary obligations after taking into use (see §§ 4, 9).
  c. The Partner violates the provisions of this Agreement despite a reminder.
  d. Significant circumstances become known which fundamentally call into question the fulfillment of this contract by the Partner (for example, suspension of

payments, enforcement measures, insolvency or the like).

§ 15 Further conditions for the use of the uVida platform

(1)   The software is provided by uVida as "Software as a Service" ("SaaS") for use via the Internet. The hardware and software used for the operation of this software is operated by uVida itself or by external service providers and is not handed over to the partner. uVida owes an availability of 98% on an annual average. The internet connection required for access to the software must be provided by the partner or its end customers themselves and is not part of the services owed by uVida.

(2)   Technical prerequisite for the use of the software for device operation is the uVida DYNOSTICS App, which is provided by uVida for selected end devices free of charge via the Apple App Store and must be installed by the Partner on suitable end devices in order to be able to use the services of uVida. The provision of these end devices itself is not part of the services owed by uVida. The uVida App currently only runs on Apple end devices, preferably on iPads with the latest software version .

(3)   The Partner's rights under this Agreement are transferable and/or sublicensable to third parties only with uVida's prior written consent.

(4)   If uVida functionally develops the technology used for service provision during the term of the contract for security reasons or to adapt to technical or economic market changes, uVida can replace the system used by the partner with the new version with the partner's consent, even if this results in additional software or hardware requirements for the partner in order to maintain the full scope of functions; the partner undertakes to only use the new version from this point in time (e.g. through immediate updates to newly provided versions of the uVida app). The Partner's consent is deemed granted if (i) uVida announces the use of the new version and the changes contained therein to the Partner with reasonable notice (usually one to two weeks) in advance in writing or by e-mail and (ii) the Partner does not object to the change in writing or by e-mail by the change date. When announcing the change, uVida will again separately point out this legal consequence.

§ 16 Individual development services

(1)   As far as uVida provides individual programming services, conceptual design or creation of contents or other individual development services for the partner, the legal admissibility of the corresponding work results will only be checked and answered for by uVida if and as far as this legal check is explicitly made the subject of the order.

(2)   For development services there is freedom of design for uVida within the framework of the specifications made by the partner when placing the order. Complaints regarding the concrete design of development results are excluded in this respect. If the partner wishes changes during or after the development, it must bear the additional costs caused by this; in this case uVida retains the claim to remuneration for work already begun or firmly ordered.

(3)   If the Partner uses the interface offered by uVida to transfer data to the Partner's software, the Partner must comply with all relevant data protection guidelines (health data) and obtain the end customer's consent for this.

(4)   With the approval of user flows, designs and/or texts by the Partner, the Partner assumes responsibility for their correctness in terms of content.

(5)   Delivery or provision dates are only binding if they are expressly confirmed as binding by uVida. If a written contract exists, the confirmation of a delivery or provision date must also be in writing.

(6)   The Partner shall be obliged to accept the services and work results provided in accordance with the contract in writing or in text form. Insignificant defects shall

not entitle the Partner to refuse acceptance, but shall be subject to rectification of defects. Acceptance shall be deemed to have taken place if the Partner (i) does not refuse acceptance in writing no later than 14 days after delivery of the services or work results or (ii) uses the services or work results productively.

(7) uVida grants the partner the necessary rights of use to the work results of the individual development services for the respective contractual purpose. Unless otherwise agreed, only a non-exclusive right of use is granted in each case. A transfer or sublicensing of the rights of use to third parties requires a written agreement with uVida.

(8) uVida is not obligated to hand over individually created or edited computer files (e.g. source codes, layouts) to the partner. If the partner desires the release of computer files, this is to be agreed upon and remunerated separately. If uVida has provided the partner with computer files, these may only be changed and/or used with the prior written consent of uVida.

(9) Suggestions by the Partner regarding the design of the work results or his other cooperation do not constitute co-authorship and have no influence on the amount of the remuneration.

§ 17 Default, set-off, rights of retention

(1) If the Partner is in default of payment, uVida may, after prior written reminder, suspend further performance until full payment of all amounts due.

(2) The Partner is not entitled to set off its own claims against a claim of uVida from this contract or to assert a right of retention due to its own claims, unless the claims of the Partner (i) are undisputed or (ii) have been legally established or (iii) are based on a defect in the specific service, the remuneration for which uVida is asserting with its claim.

§ 18 Confidentiality

(1) Both parties are expected to disclose or have already disclosed confidential information in the course of their contractual relationship. Confidential information is all information expressly designated as "confidential" as well as such information whose confidentiality results from its content or the circumstances of its disclosure. Confidential information also includes commercial agreements between the parties and personal data collected or processed hereunder. If there is any doubt as to the confidentiality of information, the party that has received such information shall immediately contact the other party and request clarification, but in any case before such information is disclosed to third parties.

(2) Information shall not be deemed to be Confidential Information if the party receiving it can demonstrate that (a) it was aware of it prior to disclosure by the other party; (b) it independently developed the information without recourse to or use of information of the other party; (c) it lawfully obtained the information from third parties who, to its knowledge, were under no obligation of confidentiality to the other party; (d) it became known to it or to the public without violating these provisions or any other regulations existing to protect the other party's trade secrets; or (e) it is required to be disclosed by law or by governmental or judicial order. In the latter case, the party that has received the information shall immediately inform the other party prior to its disclosure to third parties.

(3) Unless it is necessary for the performance of the contract , both parties are obliged to keep the confidential information of the other party strictly confidential and to protect it with at least the same care as they use to protect their own confidential information.

(4) The mutual confidentiality obligations under this section shall continue throughout the term of the Agreement and for a period of 5 years after its termination.

§ 19 Reference naming

uVida is entitled to mention the name and logo of the partner for reference purposes in its own advertising material such as website, brochures, newsletters etc.. If there are special requirements for the use, the Partner will communicate these. In press releases and/or in detailed case studies, the name and/or logo of the Partner will only be used with the Partner's consent.

§ 20 Applicable law and place of jurisdiction

(1) German law shall apply to the present contract.

(2) The court at the registered office of uVida is responsible for disputes arising from or in connection with this contract. uVida has the right to sue the partner also at his registered office or at the registered office of the trading company.

(3) Insofar as this Agreement provides that declarations of a party shall be made in writing, the transmission of a copy of the declaration as a personally signed paper document by fax or as an e-mail attachment (but not the transmission of the declaration as a mere e-mail text) shall be sufficient for this purpose.

Appendix 1: Product description

Appendix 2: Data protection agreement

Appendix 1: Product description

uVida is a smart system for metabolic and performance analysis, which determines the current metabolic and fitness status in a few minutes based on the respiratory gases and provides personal nutrition and training recommendations via the associated uVida app. With the analyzer, 2 different analysis methods can be performed and, based on this, premium features can be unlocked for the end customer:

uVida Food

The analysis takes 5 or 30 minutes, depending on the mode. The system then determines the basal metabolic rate and shows the personal power and target metabolic rate (calories) as well as the proportions of carbohydrates, fats and proteins as the body is currently burning.

uVida Activity

The analysis is an endurance test in which the power is increased until the client stops. After the analysis, it is shown exactly in which pulse ranges the most fat is burned, how performance can be increased and when muscles overacidify in the anaerobic range. In addition, the customer receives further values such as the VO2max, maximum power or the recovery ability.

After the analysis has been carried out, the end customer can purchase additional digital premium features from the partner, which UVIDA then creates and makes available to the partner for a fee:

Premium features

Provided that the end customer has a user account with uVida and has installed the uVida user app, he can use the basic features of the app free of charge by default.

The partner can now also purchase access to premium features for fixed terms for each analysis for his end customers. In this case, the B2B partner also invoices his end customer for the activation. Partner on the other hand receives an invoice from uVida for this service. The prices for this are defined in the price list linked in the offer. In this case uVida will activate the premium features for the end customer for the term chosen by the partner . The premium features are constantly evolving and are also visible in the user app. In addition, the partner knows which content is involved, since he has access to the user app for himself.

Appendix 2: Data protection agreement

1. subject matter of the contract

1.1This Agreement constitutes an agreement pursuant to Article 26 of the General Data Protection Regulation (DSGVO) governing the processing of personal data by uNostics Gmbh (hereinafter referred to as Provider) and the Partner (hereinafter referred to as Partner).

1.   2The cooperation of the Parties pursuant to the Partner Agreement (hereinafter referred to as "**Main Agreement**") - hereinafter also referred to as "**Cooperation**" - entails that the Parties jointly determine the purposes and/or essential elements of the means of processing certain personal data (hereinafter referred to as "**Data**" or "Data **Processing**"). The Parties therefore act as joint data controllers in the sense of Art. 26 in conjunction with Art. 4 No. 7 DSGVO.

1.   3This Agreement governs the rights and obligations of the Parties under data protection law in the performance of the Cooperation and specifies in particular the allocation and fulfillment of tasks and obligations under applicable data protection law (in particular the GDPR) between the Parties with regard to data processing.

2. subject, purpose, means and scope of data processing

2.1The subject matter   and purpose of the Data Processing is the provision of a system for smart performance and metabolic analysis based on breath to End Users (hereinafter: Data Subjects), as described in detail in the Main Agreement.

2.   2The data processing refers to the following types of data, of the categories of data subjects designated below.

Data types	Categories affected
Master data (e-mail, first name, last name, date of birth, height, weight, gender, zip code, city, country); health data	Athletes/professionals who want to optimize their training or nutrition.

2.3 The following responsibilities and legal bases apply to data processing. The respective responsible entity will fulfill the obligations to exercise the rights of the data subjects in its area of responsibility:

Process	Responsible entity	Legitimation
Performance of the tests	Partner	Art. 9 (2) a) GDPR
Create an account with the name and email address of the athlete in the UVida app.	Partner	Art. 9 (2) a) GDPR
Evaluation of the data and implementation of the analysis	Provider	Art. 9 (2) a) GDPR
Data storage	Provider	Art. 9 (2) a) GDPR
Display of the data for the athlete/proband	Provider	Art. 9 (2) a) GDPR
Display of the data for the partner	Provider	Art. 9 (2) a) GDPR
Anonymization	Provider	Art. 9 (2) a) GDPR
Further processing of anonymized data	Provider	Art. 6 (1) f) DSGVO
Advice to the athlete/proband on further training and nutrition based on the evaluation	Partner	Art- 9 (2) a) GDPR

2.4 The Parties agree that the Data Processing shall take place exclusively in a Member State of the European Union (EU). Any transfer to a third country must be coordinated between the parties and may generally only take place if the special requirements of Art. 44 et seq. GDPR are met.

2.5 The data shall be stored in a structured, common and machine-readable format.

2.6 The parties shall independently ensure that they are able to comply with all statutory retention obligations existing in relation to the data. To this end, they shall (without prejudice to corresponding provisions in this Agreement) take appropriate data protection precautions. This shall apply in particular in the event of termination of the cooperation.

3. information of the persons concerned

3.1 Each Contracting Party shall ensure compliance with the information obligations pursuant to Art. 13 and 14 GDPR. Data subjects shall be provided with the required information free of charge in a precise, transparent, comprehensible and easily accessible form in clear and simple language.

3.2 The respective Contracting Party shall make the essential contents of this Agreement available to the Data Subjects in accordance with Article 26 (2) sentence 2 of the GDPR; the Parties shall agree on the content and wording of this information. For this purpose, the Parties agree on the following wording:

"The provision of the UVida system for a smart performance and metabolic analysis based on the breath is carried out jointly by uNostics GmbH and the respective partner. For this purpose, the parties have agreed on the following responsibilities and process personal data as follows and based on the legal bases named below:

Process	Responsible entity	Legitimation
Execution of the tests and local storage of the collected data	*Partner*	*Art. 9 (2) a) GDPR*
Create an account with the name and email address of the athlete in the UVida app.	*Partner*	*Art. 9 (2) a) GDPR*
Evaluation of the data and implementation of the analysis	*Provider*	*Art. 9 (2) a) GDPR*
Storage of the data in the UVIDA cloud	*Provider*	*Art. 9 (2) a) GDPR*
Display of the data for the Sportle/Probanden	*Provider*	*Art. 9 (2) a) GDPR*
Display of the data for the partner	*Provider*	*Art. 9 (2) a) GDPR*
Anonymization	*Provider*	*Art. 9 (2) a) GDPR*
Further processing of anonymized data	*Provider*	*Art. 6 (1) f) DSGVO*
Advice to the athlete/subject on further training and nutrition on the basis of the evaluation	*Partner*	*Art- 9 (2) a) GDPR*

3.3 In addition to the information in 3.2, the Partner will inform the affected parties as follows:

"Information about the processing of personal data by uNostics GmbH can be found at https://www.uVida.de/datenschutz."

4. fulfillment of the other rights of the data subjects

4.1 Each　　　　Contracting Party shall be responsible for processing and responding to requests to exercise the other rights of data subjects under Art. 15 et seq. GDPR of the data subjects in their area of responsibility ("data subject rights").

4.2 Notwithstanding　　　the provision in Section 4.1 of this Agreement, the Parties agree that data subjects may contact either Party for the purpose of exercising their respective data subject rights. In such a case, the other party shall be obligated to forward the request of a data subject to the contracting party responsible in accordance with section 4.1 without delay, insofar as this is legally permissible.

4.3 Prior to　　　any deletion of data, the other party shall be informed; it may object to the deletion for a justified reason, for example, if it has a legal obligation to retain the data.　　　The parties shall draw up a record of the deletion or destruction of the data.

5. processing safety

5.1 The Parties shall implement technical and organizational measures prior to the start of the Processing and maintain them during the Contract in compliance with the requirements of Art. 32 GDPR.

5.2 If　one Party determines that the measures implemented pursuant to Section 5.1 of this Agreement are not sufficient or that technical advances or legal changes require further measures, it shall inform the other Party thereof in writing without undue delay.

6. involvement of processors

6.1 Each　　　　Party may only engage Processors within the scope of the Data Processing if the requirements of the GDPR, in particular of Art. 28, 29, 32 and 44 GDPR, are complied with. The respective other contracting party shall have the right to information about the respective commissioned processors.

6.2Furthermore,　the Parties shall ensure that all Processors have been carefully selected with particular regard to the suitability of the technical and organizational measures taken by the Processor.

7. procedure in the event of data protection breaches

7.1 Each　　　　Contracting Party shall be responsible for the examination and processing of all breaches of the protection of personal data within the meaning of Art. 4 No. 12 of the GDPR (hereinafter referred to as "data breach(s)"), including the fulfillment of any reporting obligations to the competent supervisory authority pursuant to Art. 33 of the GDPR or to data subjects pursuant to Art. 34 of the GDPR within its area of responsibility.

7.　　2 The Parties shall notify the other Party without undue delay of any data breach discovered and shall cooperate to the extent necessary and reasonable in any notification pursuant to Art. 33, 34 GDPR as well as in any clarification and elimination of data breaches, in particular by providing each other without undue delay with all relevant information in this context.

7.3Before　　　the Party responsible under Section 7.1 makes a notification under Section 7.1 of this Agreement to a supervisory authority or a Data Subject, it shall coordinate the course of action with the other Party.

8. cooperation with supervisory authorities

8.1The　parties shall notify the other party without undue delay if a data protection supervisory authority approaches them in connection with this Agreement, the cooperation or the data processing.

8.　　2 The parties agree that requests by competent data protection supervisory authorities shall be complied with as a matter of principle; in particular, any information requested shall be provided and opportunities for inspection (also on site) shall be granted. In this context, the parties shall grant the competent data protection supervisory authorities the necessary rights of access, information and inspection.

8.3 To the extent possible, the Parties shall consult with each other before responding to any requests from competent data protection supervisory authorities or before disclosing any information in connection with this Agreement, the Cooperation or the Data Processing to competent data protection supervisory authorities.

9. liability; indemnification

9.1The   parties shall be liable to affected persons in accordance with the statutory provisions.

9.   2 The Partner shall indemnify the Provider in the internal relationship against any liability insofar as the cause triggering the liability lies in the Partner's area of responsibility. This shall also apply with regard to a fine imposed on the Provider due to a breach of data protection regulations, subject to the proviso that the Provider must first have exhausted the legal remedies against the penalty notice. If the Provider thereafter remains wholly or partially subject to a fine that does not correspond to its internal share of responsibility for the violation, the Partner shall be obligated to indemnify the Provider from the fine to the extent that the Partner bears a share of responsibility for the violation sanctioned by the fine. The prerequisite for this indemnification obligation is that the Provider informs the Partner immediately in text form about asserted claims, does not make any acknowledgements or equivalent declarations and enables the Partner to conduct all judicial and extrajudicial negotiations about the claims at its own expense - to the extent possible under procedural law.

10. running time

The provisions of the main contract apply to the term and termination of the contract.

11. final provisions

11.1If individual provisions of this Agreement are or become invalid or contain a loophole, this shall not affect the remaining provisions. The parties undertake to replace the invalid provision with a legally permissible provision that comes closest to the purpose of the invalid provision and best meets the requirements of Art. 26 GDPR.

11.2   German law including the GDPR shall apply.