



## § 5 Embedded Office's Liability

5.1 Embedded Office – including any person engaged in performing any obligation under this contract – shall be liable for damages under any claim based on normal negligence only, if Embedded Office breaches a basic obligation under this contract. In this event, Embedded Office's liability shall be restricted to the higher of the following amounts:

- EUR 100,000.00,
- The contract value,
- The characteristic and foreseeable damages.

The customer is entitled to claim for a higher maximum, but Embedded Office may then require a surcharge for the aggravated risk.

The restrictions shall not apply if and to the extent to which damages are covered under Embedded Office's business liability insurance and the insurance company has effected payment to Embedded Office. Embedded Office agrees to uphold the coverage of this insurance as given at the time of the signing of the contract.

Claims for personal injury shall remain unaffected.

## § 6 Confidentiality Obligations

6.1 Embedded Office shall keep the customer's trade and business secrets confidential for an unlimited period of time, as well as all other information obtained by Embedded Office under or in connection with this contract designated in writing as confidential by the customer. However, Embedded Office shall have no obligation with respect to any information which is (i) already in Embedded Office's possession at the time of the execution of the contract, (ii) independently developed by Embedded Office, or (iii) which is publicly known through no wrongful act of Embedded Office.

6.2 Notwithstanding § 6.1, Embedded Office is not obliged to keep confidential any of Embedded Office's ideas, concepts, know-how or techniques related to the development of software.

6.3 Embedded Office shall obligate its employees to observe the above confidentiality obligations.

6.4 Embedded Office may include the name the customer and a brief description of the rendered performances in a reference list. All other advertising references to the customer shall be discussed in advance with the customer.

## § 7 Miscellaneous

7.1 The contract and its modifications require written form.

7.2 The contract shall conform with and be governed by the laws of the Federal Republic of Germany without regard to its choice of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

7.3 If the customer is merchant in terms of law exclusive venue shall be Embedded Office's main place of business.

