



# Contractual Terms and Conditions

[September 2024]

## Contents

Recitals .....	2
1 Subject Matter.....	2
2 Granting of Rights.....	3
3 Confirmation of Operational Readiness.....	4
4 Licence Fee / Remuneration .....	4
5 Obligations of the Customer .....	6
6 Terms of Delivery.....	7
7 Warranty/Support Services.....	7
8 Legal Defects .....	9
9 Liability and Limitation of Liability, Limitation Period.....	10
10 Term of Contract, Termination.....	10
11 Concluding Provisions .....	11

## Recitals

protel hotelsoftware GmbH and its affiliates and subsidiaries (hereinafter collectively referred to as “**protel**” unless otherwise specified) specialize in the development, production, and distribution of application software for the hospitality and related industries.

The **Customer** is active in the hospitality and catering industries and would like to utilize protel’s application software (hereinafter referred to as “**Software**”). The Customer and protel have already reached agreement on this by signing the offer/quotation form (hereinafter referred to as “**Contract**”)

The purpose of these Contractual Terms and Conditions is to further specify and supplement the terms and conditions contained in the Contract. The Parties therefore also acknowledge and agree to the following terms and conditions.

If a provision in the Contract or in these Contractual Terms and Conditions (hereinafter referred to as “**CTC**”) conflicts with a clause in protel's General Terms and Conditions of Business (hereinafter referred to as “**GTC**”), the CTC shall take precedence over the GTC.

## 1 Subject Matter

### 1.1 Subject

The subject matter of the Contract is the provision of the Software for use in accordance with the Contract. The Customer shall also receive user documentation for the Software. The documentation can be accessed directly from the Software. It can also be reached independently via the following links:

- protel Cloud: <http://help.protelair.com>
- protel On-Prem: <https://protel.helpjuice.com/>

The Customer is also entitled to receive support services for the Software that are the subject matter of the Contract. These support services will be provided to the Customer by protel. In particular, the Customer has access to a 24-hour hotline to receive free telephone support regarding the use or administration of the Software. The Contract does not cover the training of basic functions in the operation of the Software.

If agreed, protel also provides additional ancillary services, such as installation and training services.

Unless otherwise agreed in individual cases, the characteristics, scope, and conditions of implementation and use of the Software are derived from the Contract, the product description (feature overview, system requirements), these contractual terms and conditions (CTC), in that order.

Feature overviews and system requirements can be reached via the following links:

- protel Cloud: [Feature Overview](#) | [System Requirements](#)
- protel On-Prem: [Feature Overview](#) | [System Requirements](#)

### 1.2 Software transfer

protel shall provide the Customer with the current version of the Software either via the Internet (protel Cloud), or by delivering the Software (protel On-Prem) against payment for the duration of the Contract. For this purpose, protel sets up the Software on a server that can be accessed by the Customer via the Internet (protel Cloud) or delivers the Software for installation on the server of the Customer or destined for the Customer (protel On-Prem).

The Software is provided for the exclusive use of the Customer. The Software may only be used for the purposes specified in the Contract. The Customer is not entitled to transfer the use of the Software to a third party, and in particular to rent or lend it.

## 1.3 Granting of storage space for protel Cloud

As further defined in the product description, in the case of protel Cloud, protel also provides the Customer with space on a server to store its data. protel is permitted to involve subcontractors when granting storage space. The use of subcontractors shall not release protel from its sole obligation to the Customer to meet the terms of the Contract in full.

Insofar as storage space is no longer sufficient to store the data, protel is obligated to notify the Customer thereof. The Customer may reorder corresponding quantities, if available.

The Customer shall not be entitled to transfer this storage space to a third party for use, in part or in full, against payment or free of charge.

The Customer agrees not to store any content on the storage space, whose availability, publication, or use violates applicable law or agreements with third parties, see 5.7.

## 1.4 Software modifications

protel is obliged to undertake adjustments or modifications of the Software only if these are required for the maintenance or repair of the Software or to safeguard the purpose defined in the Contract in the product description (feature overview, system requirements), in these contractual terms and conditions (CTC), and additionally, if applicable, in the installation documents (in particular pre-setup checklists, installation protocols). There is no entitlement to a specific development.

# 2 Granting of Rights

## 2.1 Right of use

The Customer shall receive a simple, non-exclusive, spatially limited, non-sublicensable and non-transferable right to use the Software for the contractually agreed time and with the agreed number of "concurrent users" for its own purposes within the scope of the contractually assumed purpose of use. A concurrent user is any input and output device ("Client") that can directly or indirectly access the Software. In all other respects, all rights remain with protel as copyright owner / manufacturer. Any use of the Software that goes beyond the agreed extent is deemed to be an act in breach of Agreement.

The Customer may only process the Software to the extent that this is covered by the intended use of the Software according to the current service description.

The Customer may only duplicate the Software to the extent that this is covered by the intended use of the Software according to the current service description. Necessary duplication includes loading the Software into the working memory on the provider's server but does not include even the temporary installation or storage of the Software on data carriers (such as hard disks or similar) of the hardware used by the Customer.

## 2.2 Protection against unauthorised use

protel shall be entitled to take appropriate technical measures to protect against use that breaches the Agreement. This may not impair the implementation of the services in conformity with the Agreement.

## 2.3 Revocation of the right of use

protel may revoke the Customer's right of use or also terminate the entire Agreement if the Customer breaches restrictions on use or other regulations to protect against unauthorised use to an inconsiderable extent. Revocation or termination is made by written declaration; section 11.2 applies except for section 11.2, part 2. protel must previously set Customer a subsequent deadline in which to remedy the situation before revocation or termination of Agreement. In the event of repeated infringements or special circumstances which, after weighing up the interests of both parties, justify immediate revocation or termination without notice, protel may also announce revocation or termination without setting a deadline.

The mere revocation of the right of use is not simultaneously deemed to be termination of the Agreement.

The Customer must confirm cessation of the use to protel within seven calendar days after revocation or termination has taken place.

In the event of revocation of the right of use, the Customer has a right to be granted a new right of use after the Customer has verified that it has ceased the use in breach of Agreement and has prevented any future use in breach of Agreement.

## 2.4 Infringement of proprietary rights

For each case in which the Customer culpably commits an infringement of proprietary rights, the Customer must pay a contractual penalty due immediately in the amount of EUR 5,000.01. protel reserves the right to assert other claims, in particular, claims for damages; in the event that damages are asserted, the contractual penalty shall be offset against the claim for damages.

## 3 Confirmation of Operational Readiness

After protel has provided the Customer with the Software, protel and the Customer jointly confirm operating readiness. For this purpose, protel and the Customer shall verify that the Software provided complies with the Contract. Insofar as operational readiness is given, the Customer will confirm this in the installation documents (in particular pre-setup checklists, installation protocols).

## 4 Licence Fee / Remuneration

### 4.1 Definition of remuneration

The Customer undertakes to remunerate protel the agreed monthly fee for the provision of the Software, as well as for its maintenance in the contractually agreed condition corresponding to the condition at the time of the determination of operational readiness, if applicable, at the time of granting the required storage space or at another agreed time as established herein. The remuneration amount for the Software may consist of one-time payments (e.g., setup fee) or recurring payments (e.g., monthly/annual usage fee), or individual additional fees. Details result from the contractual agreements, in particular from the offer/quotation form.

Notwithstanding the foregoing, the remuneration amount may be charged to the Customer at such time as Protel deems appropriate in case the installation and/or execution of the services is delayed due to causes attributable to the Customer or to any third party involved on behalf of the Customer.

### 4.2 Value added tax (VAT)

Unless otherwise agreed in individual cases, the prices are net prices plus the respective statutory value added tax.

### 4.3 Invoices and invoicing

protel sends the Customer the invoice by post or email.

Objections to the invoicing of services provided by protel must be raised by the Customer in writing to the office indicated on the invoice within a period of four weeks after receipt of invoice. After this period, the invoicing shall be deemed as approved by the Customer.

### 4.4 Payment

Payment of the licence fee / remuneration must be made to one of protel's accounts designated on the invoice.

Payment is deemed to have been made only after it has been credited to one of the bank accounts of protel.

## 4.5 Payment term

If Customer does not settle a receivable on the contractually agreed payment date either in full or in part, protel is entitled on this date to revoke any agreements on payment terms for all outstanding receivables and to demand their immediate payment. protel is additionally entitled to only execute services against cash in advance or a security in the form of a guarantee with a credit institution or credit insurer approved by the European Union.

## 4.6 Blocking the Software in case of default with payment

In case of payment default, protel shall be entitled to charge the statutory default interest rate. This does not affect protel's right to claim higher damages.

If the Customer is in default with the payment of the remuneration for an individual order for 30 days for the whole, or a considerable proportion of the remuneration, or in a period of more than 30 days with an amount that is equivalent to the amount of remuneration for 30 days, protel is also entitled to disable access to the software products of the relevant individual order.

protel's disabling of the application is not deemed as a notice of termination by protel.

## 4.7 Offsetting and retention

The Customer may offset against receivables only such claims that are undisputed or have been ascertained with legally binding effect; the same applies to the exercising of a right of retention. The Customer may withhold payments due to defects only to an extent that is reasonable in relation to the defect and may only do so if there is no doubt that the defect exists. Article 7.2 applies mutatis mutandis. Customer may not exercise a right of retention with a counterclaim that is not based on a right arising from these legal relations.

## 4.8 Increase in remuneration

Without prejudice to any of protel's other rights under the Contract, from time-to-time protel may make changes to the fees payable under the Contract upon no less than three months' prior notice to the Customer. Any such changes will take effect from the starting date of the Customer's next billing cycle following the expiration of the notice period. If the Customer objects to any such changes, the Customer may give written notice to terminate the Contract prior to the new fees coming into effect. If the Customer does not serve notice to terminate the Contract or continues to use the services under the Contract after the effective date of the changes, the Customer shall be deemed to have agreed to the changes.

## 4.9 Compensation for additional expenses

For additional efforts, protel may require remuneration that exceeds that which is defined in Article 4.1 if:

- a fault reported is connected to the use of the leased item in a non-approved environment or to modifications of the leased item by the Customer or a third party,
- additional effort is caused by the Customer failing to duly perform their duties (see Article 5 in particular).

If protel is entitled to require remuneration for expenditures incurred over and above that which is defined in Article 4.1, then, unless otherwise agreed in writing between the parties to the Agreement, this remuneration will be charged at the protel list prices valid at the time-of-service provision, and hourly rates, daily rates, expense rates, and billing periods for protel.

## 5 Obligations of the Customer

### 5.1 Contact persons

5.1 The Customer provides protel with the name of a contact person who can make binding decisions for the Customer during performance of this Agreement. The contact person must be available for the exchange of necessary information and must participate in the decisions required for contractual performance. The contact person must procure necessary decisions by the Customer without delay and the parties must jointly document the same in writing directly afterwards.

### 5.2 Requirements for the execution of the agreement

The Customer is obligated to support protel to the necessary extent and satisfy all requirements of its operating environment for the proper fulfilment of the Contract and supply available analysis material.

In particular, the Customer shall, prior to delivery, meet the technical requirements (hardware and software requirements) made available to them by protel as part of the contract, which are necessary to bring about operational readiness of the Software. The Customer shall always keep their technical environment up to date, including in particular to continuously update the Software which has to be provided on the customer side to enable the operational provision of the Software. Any interruption in the update sequence due to an omitted or delayed installation can render protel's software support null and void without making the Contract invalid.

### 5.3 Changes/disruptions on the part of the Customer

The Customer will notify protel in writing without delay (article 11.2, sentence 11.2) of any changes made to the implementation environment. The Customer will further notify protel without delay of any disturbances arising from its area of responsibility (e.g., of the network operator, access provider) and their probable duration. If the effort of protel is increased, the latter may, without prejudice to other claims, require remuneration for the extra effort incurred, unless the Customer has, in the event of a disturbance, no responsibility for the disturbance and its cause is outside the Customer's area of responsibility.

### 5.4 Identification and authorisation safeguards

The Customer will keep secret any assigned authorisations for use and access, and agreed identification and authorisation security mechanisms, and protect them against access by unauthorised third parties.

### 5.5 Loss of access data

The Customer will inform protel without delay if they suspect that the access data and/or passwords have become known to unauthorized third parties.

### 5.6 Remote support

The Customer commits to facilitate a means of carrying out remote support on the basis of remote support software approved by protel. Using other remote support software is only possible with prior agreement by protel. Without the provision of this component, support can only be provided to a limited extent; the Customer accepts that the lack of a remote support option may delay or even prevent the resolution of the problem.

### 5.7 Third party rights

When using the Software to transmit texts or data, the Customer shall ensure that all rights of third parties are observed.

### 5.8 Anti-virus protection

The Customer will install state-of-the-art anti-virus software, and check data and information for viruses before transmitting them to protel.

## 6 Terms of Delivery

### 6.1 Deadlines and periods

If mutually agreed by protel and the Customer on a case-by-case basis, deadlines and periods are deemed as binding – article 11.2 applies mutatis mutandis. Unless otherwise agreed, the period begins at the time of concluding the Contract or on sending the confirmation of order.

### 6.2 Rejection of an order or delivery

protel shall not be obliged to deliver the Software if third parties have asserted rights to the Software, if upstream suppliers have discontinued or restricted deliveries that preceded the delivery of the Software, or if there is any other objective reason which, taking into account the interests of the Customer, entitles the Customer to refuse an order or delivery.

### 6.3 Delay

If protel is in complete or partial default with providing the service, the Customer's compensation for damages and expenses for default for each complete week is limited to a half a per cent of the price for the part of the service that cannot be used by reason of the default. Liability for default is limited in aggregate to 5 (five) per cent of the total price of the relevant order. This does not apply if default is due to intent or gross negligence on the part of protel.

### 6.4 Customer claims

In the event of a delay in performance, the Customer has a right of termination under the statutory provisions only if protel is responsible for the delay.

If the Customer claims compensation for damages and expenses in lieu of performance, they are entitled to require 1 (one) per cent of the price for each completed week for the part of the services which cannot be used because of the delay, however, a maximum of 10 (ten) per cent overall of the total price for the relevant contract. Article 6.3, sentence 3 applies mutatis mutandis.

## 7 Warranty/Support Services

### 7.1 Material defects

protel undertakes to maintain the Software for the term of the Agreement in a condition suitable for the contractual use, i.e. free of material defects. A material defect is present if the Software does not exhibit the properties stipulated in the relevant installation documents, in the product description or documentation. This obligation refers only to the contractual state of the Software at the time of confirming operating readiness.

### 7.2 Minor impairment of suitability

A merely minor impairment of suitability for contractual use does not establish any claims based on defects in the Software. Similarly, claims based on such defects are excluded if the deviation from the contractual state is due to improper use or the use of the Software under non-agreed conditions of implementation or in a non-agreed system environment. The same applies to such deviations which arise due to specific external influences for which no contractual provision was made.

### 7.3 Disclaimer for initial defects

Any strict liability of protel for defects that were already present at the time of conclusion of the contract is excluded - unless it is a case of injury to life, limb, or health. Otherwise, the Customer shall only be entitled to claim damages for initial defects if protel is responsible for their existence or failure to rectify them.

## 7.4 Duty to notify

The Customer must notify in writing any defects in detailed and comprehensible form giving all information required for the detection and analysis of the defect. In particular, the work steps that led to the occurrence of the defect, the frequency of the occurrence, as well as the effects of the defect, must all be specified. The Customer shall use the **Planet Support Portal** for this purpose; and regarding critical defects (priority 1) also by phone. The Customer shall state the given defect priority in their opinion. If the defect reaches a higher priority level, the Customer must inform protel without undue delay. The priority classification and further support-pertaining information about protel's **Service Offerings** can be found on the Planet website.

The Customer must also support protel to the extent required to eliminate the defects. The Customer will exercise any right to choose in respect of claims for defects within a reasonable period; this is normally two weeks from the date on which the Customer was able to become aware of the defect.

If, after examination of notice of defect by protel, it turns out that the defect did not occur within protel's sphere of responsibility, protel may charge the Customer for the costs of the examination at the currently valid prices. This shall not apply if the Customer was unable to detect that the disruption did not occur within protel's sphere of responsibility, even when exercising due diligence.

## 7.5 Rectification

Critical defects (Priority 1) shall be remedied 24/7, all other defects shall be remedied within protel's business hours.

Rectification shall be at the discretion of protel, regularly by updating the Software free of charge. protel must be allowed a reasonable period of time for this purpose. A reasonable period of time is a period within which protel may analyse and eliminate the reported defects without undue delay, taking into account their order situation and the availability of suitable employees.

Subject to deviating agreements in individual cases Services owed under the Contract do not include:

- The adaptation of the Software to versions used by other users or distributed by protel.
- Adaptation of the Software to a changed hardware or Software environment, including adaptation to changed operating systems.
- The adaptation of the Software to statutory or other sovereign requirements.
- The elimination of defects arising from the Customer's area of risk, in particular defects caused by improper operation or modification of the Software, by contamination of Software components with computer viruses, use of unsuitable data carriers, abnormal operating conditions not in accordance with the contractually agreed hardware and system requirements, faulty hardware, failure of the power supply or data-carrying lines, defects due to lack of information security, unsuitable environmental conditions at the location of the Software operation or force majeure.
- The elimination of Errors resulting from adaptations of the Software or parts thereof (in particular: reports, key figures, validations) by the Customer or at his instigation by third parties.
- The installation of the Software or Software Adaptations delivered within the scope of the Contract.
- Advice that goes beyond the defect rectification owed.
- The instruction and training of Software users.

The list is not exhaustive. It cannot be inferred from the lack of naming of services that these services are the subject of protel's contractual obligations. The rights of the Customer on the basis of protel's liability under the Contract for performance disruptions shall remain unaffected.

## 7.6 Termination

Termination by the Customer for failure to provide contractual use is admissible only if protel was given sufficient opportunity to eliminate the defects, and this has failed. Failure to eliminate defects is assumed only if this is impossible, if protel refuses the same or unreasonably delays the same, or if there is good cause to doubt the prospects for success of the same or this is unreasonable for the Customer on other grounds.



## 7.7 Limitation period

The limitation period for material defects is one year from the commencement date of the statutory limitation period. Should the applicable law otherwise provide for shorter limitation periods, the law shall apply. The statutory periods are not affected in the event of a deliberate or grossly negligent breach of duty by protel, by malicious concealment of a defect, and in cases of harm to life, limb, or health or claims under the German Product Liability Act (Produkthaftungsgesetz).

Articles 9.1-9.2 apply additionally to claims for compensation for damages and expenses.

## 8 Legal Defects

### 8.1 Liability for the infringement of third-party rights

protel is liable to the Customer for any infringement of third-party rights resulting from its service only if the Customer used the service in conformity with the Contract, in particular within the contractually agreed user environment. Liability for the infringement of third-party rights is further limited to rights of third parties within the European Union and the European Economic Area and the place of use of the service in conformity with the Contract. Article 7.2, sentence 1 applies mutatis mutandis.

### 8.2 Duty to notify

If a third-party claims against the Customer to the effect that a service of protel infringes its rights, the Customer is obliged to notify protel accordingly without delay after becoming aware of the same. Where admissible, protel is entitled, but not obliged, to defend the claims brought at its own expense.

### 8.3 Corrective measures

If third-party rights are infringed by a service of protel, protel will, at its own discretion and at its own expense,

- conduct negotiations for the settlement of the dispute. Customer shall assist protel in any such proceeding to the extent reasonable and appropriate to facilitate the defence and settlement discussions; or
- procure the right for the Customer to use the service; or
- redesign the product so that it does not infringe rights; or
- if protel is unable to procure any remedy at reasonable expense, then remove the partial service from the subject matter of the service while reducing the remuneration paid by Customer for this part of the Software. In this case, the Customer is entitled to terminate the Agreement in its entirety for extraordinary cause.

protel will give due consideration to the interests of the Customer when selecting the measure.

### 8.4 Time limit for corrective measures

protel exercises its right to choose within a reasonable period of time. This usually amounts to two weeks.

### 8.5 Limitation period

Claims of the Customer based on legal defects become time-barred as per Article 7.8. Articles 9.1-9.2 apply additionally to claims for compensation for damages and expenses.

## 9 Liability and Limitation of Liability, Limitation Period

### 9.1 Liability and limitation of liability

Provided that protel is not guilty of deliberate conduct or **gross negligence**, the following restrictions apply to claims of the Customer which are not only claims to performance or serve the purpose of performing the contractual duties, in particular, claims for compensation for damages or expenses, claims arising from the Customer performing work itself, from termination or rescission after withdrawal, independently of the matter of breach of duty or the basis for the claim (all conceivable bases for claims hereinafter collectively referred to as "Liability"):

protel shall not be liable for any conduct for which it or its vicarious agents are not responsible. In the event of slight negligence, protel shall only be liable if protel has breached an obligation whose fulfilment is a prerequisite for the proper performance of the Agreement and on whose compliance the Customer may rely, with the exception of Liability under the Product Liability Act and for injury to life, limb or health.

The Liability of protel for slightly negligent conduct, in particular in cases of lost profits, savings not achieved or reductions in costs, loss of use and other financial losses, shall otherwise be limited in amount to the foreseeable, typically occurring damages.

### 9.2 Limitation Period

Article 7.7 applies mutatis mutandis to the limitation period of the claims described in Article 9.1.

## 10 Term of Contract, Termination

### 10.1 Term, ordinary termination

a) If there have not been any minimum terms agreed upon in the offer/quotation form.

The Contract is concluded as of the agreed date. This Contract may be terminated with an ordinary period of notice as of three months prior the next planned settlement date. If this does not occur, the Contract automatically extends itself for an additional three months. If the Customer continues to use the Software after expiry of the rental period without protel's consent, the term of contract shall not be extended thereof.

b) If minimum terms have been agreed upon in the offer/quotation form.

The Contract is concluded from the agreed date initially for the agreed term, which is three years, unless the parties have agreed otherwise. Ordinary termination by both parties is excluded during the agreed upon minimum term. This Contract may be terminated with an ordinary period of notice as of three months prior to the next planned settlement date, however no earlier than the expiry of the agreed upon minimum term. If this does not occur, the Contract automatically extends itself for an additional three months. If the Customer continues to use the Software after expiry of the rental period without protel's consent, the term of contract shall not be extended thereof.

### 10.2 Extraordinary Termination

This does not affect each party's right of extraordinary termination without notice for good cause.

As well as in the cases of Articles 2.3, 4.9, 7.6, 8.3 and default in payment, there is good cause, in particular, if one of the parties to the Contract repeatedly breaches contractual duties and the other party is considerably impaired by these breaches of duty. Extraordinary termination due to, or in connection with, such a breach of duty is possible only after a prior written warning. If the party entitled to termination has been aware of the circumstances giving rise to the right of extraordinary termination for more than 14 working days that party can no longer terminate because of these circumstances. This does not apply if the Customer is in default.

## 10.3 Written form

Notice of termination must be in writing to be valid; Article 11.2 applies except for Article 11.2, sentence 2.

## 10.4 Duties during and after termination of the Contract

- protel Cloud: Within the first month following the legal termination of the Contract, protel, upon request of the Customer, is obligated to make available the application files saved by the Customer by means of a standard data medium or the transfer of the data in a generally accepted data format. A corresponding offer of services will be offered to the Customer upon request.
- protel On-Prem: After termination of the contract, the Customer must return or destroy the data carriers and backup copies received from protel, uninstall the Software, and delete any remaining recognizable software remnants from the IT system. At the request of protel, the Customer must confirm in writing that the aforementioned obligations have been fulfilled.

# 11 Concluding Provisions

## 11.1 Data protection and privacy

By using the Software, the Customer complies with the applicable data protection regulations. In this respect, protel is not the responsible party as defined in Article 4, Section 7 General Data Protection Regulation (GDPR).

The contracting parties agree to separately specify in, the Data Processing Agreement (DPA) in particular, the subject and duration of the processing, the type and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of the Customer existing within the scope of the commissioned processing.

## 11.2 Amendments and addenda

Amendments or addenda to all agreements concluded between the contractual parties are to be agreed in writing. Verbal agreements apply only if they are confirmed in writing by protel within five days; a fax or an email satisfies the requirements for the written form.

## 11.3 Email communications

The parties to the Contract are aware that electronic and unencrypted communications (e.g., per email) involve security risks. For this reason, neither protel nor the Customer will make any claims based on a lack of encryption for this type of communication unless encryption was previously agreed.

## 11.4 Applicable law

The Contract and all obligations arising therefrom are governed by the law of the country in which the protel-company concluding the Contract with the Customer, has its registered office/seat, with the exclusion of the United Nations Convention on Contracts for International Sale of Goods (CISG) of 11 April 1980.

## 11.5 Place of performance

Place of performance for all obligations arising from the Contract is the registered office/seat of the protel-company concluding the Contract with the Customer.

### 11.6 Place of jurisdiction

The registered office/seat of protel-company concluding the Contract with the Customer is place of jurisdiction for all legal disputes arising from the contractual relations of the parties to the Contract and for disputes regarding the coming into being and validity of the contractual relations. However, protel does reserve the right to file suit against the Customer at their general place of jurisdiction.

### 11.7 Force majeure

protel shall be released from its obligation to perform services insofar as the non-performance of services is due to the occurrence of circumstances of force majeure subsequent to the conclusion of the Contract.

Circumstances of force majeure include, for example, wars, strikes, riots, expropriation, storms, floods, and other natural disasters as well as other circumstances for which protel is not responsible, in particular water ingress, power failures and interruption or destruction of data-carrying lines as well as technical problems with the Internet that cannot be influenced by protel.

### 11.8 Severability clause

Should any provision of the Contract be or become invalid or unenforceable or should there be an omission, this shall not affect the validity of all remaining provisions of the Contract or the validity of the Contract as a whole.

In such a case, the parties to the Contract are obligated to cooperate in creating a legally valid provision that that comes as close as possible to the invalid provision in terms of profitability.