

TTTech Systems SE – Nerve Management System Service Level Agreement

Preamble

Nerve is an Industrial IoT software product that comprises Nerve Management System Software and Nerve Device Software. Usage of Nerve Device Software requires a separate license by TTTech Systems SE ("TTTECH") subject to the Nerve Software License Terms. Nerve Management System Software is used for the remote management of Nerve Device Software.

This Nerve Management System Service Level Agreement ("**Agreement**") is part of and shall be subject to the Nerve Software License Terms concluded between Customer and TTTECH (together referred to as the "**Parties**" or individually as "**Party**"). This Agreement specifies the terms and conditions for the provision of Nerve Management Software by TTTECH as a hosted service to the direct user of the Software ("**Customer**") and its terms and conditions of use. Except as explicitly set forth herein, all of the terms, conditions and defined terms of the Nerve Software License Terms remain unchanged and apply with equal force and effect to this Agreement. In the event of any conflict between this Agreement, on the one hand, and the Nerve Software License Terms, on the other hand, this Agreement will control. For the avoidance of doubt, if there are terms and conditions in the Nerve Software License Terms regarding subjects on which this Agreement remains silent, such silence will not constitute a conflict and the terms and conditions in the Nerve Software License Terms shall control.

The contents of this Agreement must be read and understood by Customer before using the Software and/or Services. Accessing and/or using the Service and or the Software or any part thereof will be construed as giving full and unconditional acceptance of the terms and conditions set out in this Agreement, including, but not limited to, ownership, copy restrictions and the limitations of liability as set out below. The Software and/or Service or any part thereof may not be accessed or used without first reading, understanding and agreeing to the terms and conditions of this Agreement. If Customer does not agree to this Agreement, Customer is not permitted access and/or use the Software and/or Service or any part thereof.

ADDITIONAL DEFINITIONS

"**Service**" means the provision of the Nerve Management Software as a hosted service including the services listed in Section 1 of this Agreement by TTTECH and/or its subcontractors or licensors.

"**Workload**" means a task or service uploaded by Customer to and running in the Service for deployment to Devices which is not part of the Service itself.

1. SCOPE OF SERVICE

1.1. The Service is operated by TTTech and/or its subcontractors or licensors and includes the following services:

- i. Provision of Nerve Management System Software as a hosted service to be used by Customers for the remote management of Devices in accordance with this Agreement;
- ii. Provision and maintenance of infrastructure;
- iii. Automatic monitoring of the functionality of the infrastructure;
- iv. Automatic monitoring of the Nerve Management System Software;
- v. Detection of attack patterns and initiation of countermeasures;

vi. Maintenance of the operating system (updates and security patches);

vii. Maintenance of the Nerve Management System Software (updates and security patches);

viii. Performing a cyclical backup of the database.

2. USE OF SERVICE

2.1. Subject to payment of the fees as defined in the Accepted PO, Customer is hereby granted a single, individual, non-transferable, non-sublicensable, non-exclusive and non-assignable license for the duration of the Agreement to access and use the Service in accordance with the terms set forth in this Agreement, exclusively for managing Devices with integrated Nerve Device Software and deploying Workloads. Services are provided and may be used by the Customer as part of the Customer's business for the duration of this Agreement.

2.2. Customer bears sole responsibility for all Workloads and other contents transmitted via or to the Service and shall ensure it has the necessary rights to do so. Customer grants to TTTECH, its Affiliates and subcontractors the limited license to use Workloads and content uploaded or disclosed by Customer when using the Services for the purpose of operating, improving the Services and allowing TTTECH to exercise its rights and obligations under this Agreement.

2.3. Customer shall maintain reasonable security measures and exercise due care and attention

required when using the Service which includes but is not limited to: (i) securing the transmission of data to the Service; (ii) "Logout" when stopping to use the Service or before leaving the workplace; (iii) omitting measures which could result in an unreasonable or excessive load on the Service or the underlying infrastructure, e.g. the deployment or use of malicious software; and (iv) secrecy of the access data.

2.4. Customer shall immediately inform TTTECH of any unauthorised use of the Service.

2.5. Either Party shall use addresses, e-mail addresses and other contact data which it receives in connection with using the Service exclusively for the purpose of handling the business relationship of Customer and TTTECH.

2.6. Customer agrees to instruct any user of the Service of the terms and conditions of this Section 2 and the restrictions of Section 3.

3. RESTRICTIONS ON USE

3.1. The right of use according to Section 2 does in particular not include the downloading, copying and/or distributing of Nerve Management System Software, account information, documents or other data that is retrievable from or when using the Nerve Management System Software and/or the Service.

3.2. The Customer may not permit access to or use of the Services by or on behalf of any third party.

3.3. Disassembly, decompilation or reverse engineering and other source code derivation of the

5. SCALING OF SERVICE

5.1. Customer shall inform TTTECH of any increase in the number of Devices connected to the Service with a lead-time of two calendar weeks before surpassing the following limits of Devices connected to the Service:

50 - 100 - 500 - 1000 - 5000

This information is necessary for TTTECH to scale the hosted service according to Customer's usage. Should Customer fail to notify TTTECH of such extension, any potential impairment of the Software shall not count as downtime according to Section 5.

5.2. Should Customer reduce the number of Devices connected to the Software, TTTECH may accordingly reduce the dedicated resources. TTTECH will inform Customer of such change with a lead-time of at least two calendar weeks before the change taking place.

5.3. The following data traffic limits apply to usage of the Software by Customer:

Nerve Management System Software or other content comprised within the Services is prohibited.

3.4. TTTECH is entitled to temporarily block or deactivate the access of the Customer to the Service if and to the extent (i) the Customer breaches the Agreement when accessing or using the Service, or (ii) any kind of use or attack jeopardizes the operation or security of the Service. In all such cases, TTTECH will use reasonable efforts to inform the Customer in advance and, provided the risk situation does not allow this, as early as possible after the blocking and/or deactivation, if legally permissible and not deteriorating the hazardous situation. After cessation of the hazardous situation, TTTECH will immediately re-grant access and/or re-active the connection to the Service.

4. THIRD PARTY SERVICES & DATA CENTER

4.1. TTTECH is entitled to appoint or commission third parties (e.g. subcontractors) for the performance of the Service or parts of it, including the provision of data centers or cloud service providers necessary for the purpose of providing the Service.

4.2. At the time of signing this Agreement, TTTECH uses the Azure cloud of Microsoft Corporation as cloud service provider for the provision of the Services. TTTECH may decide to change the cloud service provider at any time at its sole discretion and will in due time inform Customer of such change.

4.3. TTTECH will ensure that the cloud service provider is certified according to ISO EN9001: 2015 and ISO / IEC27001 for active quality and IT security management.

i. A maximum of 500GByte (five hundred gigabyte) of data traffic per device per month outbound from the Nerve Management System. This includes, for example, data transfer for deployments and updates.

ii. A maximum of 1TByte (one terabyte) plus 20GByte (twenty gigabyte) per managed device for data held in the Nerve Management System. This includes, for example, workload repository, log files, and data.

Should any of these limits be exceeded, TTTECH shall have the right to subsequently invoice to Customer and Customer shall pay the according reasonable amounts. In case of doubt, the measure of reasonability shall be cost and the person effort at TTTECH caused by the Customer exceeding the respective limit.

6. CLASSES OF FAULTS

6.1. Class 1 - Service unavailable

ii. The service is generally not available.

- iii. All or some operations (e.g. uploading of workloads, deployment of workloads) cannot be carried out.

6.2. Class 2 – Service availability limited

- i. The service is available to a limited extent.
- ii. One or several operations repeatedly cannot be carried out or cannot be carried out in acceptable time even though the Service can be reached. Other operations can be carried out.

6.3. Class 3 – System available

- i. The system is available.
- ii. Occasionally not all individual operations can be carried out successfully or system performance is reduced.

7. SYSTEM CHECK

7.1. TTTECH carries out an automated regular system check, which is used for automatic troubleshooting using scripts and alarming the TTTECH service team. This system check includes:

- i. verify accessibility of the Nerve Management System Software
- ii. check consumption of computing resources
- iii. test the internet connection of the Service

7.2. TTTECH regularly adapts the system check and analyses failures and malfunctions that were identified by the system check. The goal of the analysis is a continuous improvement of the system checks so that the same or similar faults are recognized, if this is technically possible and economically reasonable.

8. AVAILABILITY

8.1. TTTECH will undertake commercially reasonable efforts to ensure 99.5% availability per calendar month. Maintenance windows as defined below are excluded from this availability calculation. Availability is measured and calculated as follows:

- i. The automatic system check is carried out every 5 minutes. If two consecutive tests fail, the entire time between the tests is counted as downtime. The failure of a single test does not represent downtime.
- ii. Faults and failures that were not recorded by the automatic system check are recorded manually. The moment the fault or failure becomes known to TTTECH shall count as the starting time of the downtime. The time of resolution of the fault or failure shall count as the end time of the downtime.
- iii. Faults of class 1 and class 2 (according to Section 6) count as downtime whereas faults of class 3 do not qualify as downtime.

- iv. A disturbance of class 1 or class 2, which is caused by Customer's use of the Service beyond its intended purpose and/or its designed limits does not count as downtime. The designed limits are announced for each software version in the corresponding release notes.

- v. Failures caused by a distributed denial-of-service (DDOS) attack are not considered downtime.

- vi. Upon request, TTTECH will provide Customer with a quarterly statement on the monthly availability.

8.2. In case system downtimes cause the actual availability to fall short of the agreed availability as defined in point 1. of this Section, TTTECH will grant Customer a credit note as defined below in Section 16.

8.3. Logging functionality is at this point in time provided as-is without guaranteed service availability or quality.

9. REGULAR MAINTENANCE WINDOW

9.1. In order to maintain the performance and stability of the Service, regular maintenance windows are planned with Customer being informed by TTTECH in due time. Resulting possible impairments of the availability of the Service are not considered as downtime. Generally, TTTECH aims at minimizing negative impact of scheduled maintenance on availability.

10. SOFTWARE MAINTENANCE

10.1. Should maintenance of the entire system become necessary and should such maintenance impact the availability of the Service, such software maintenance shall as a general rule be announced with three working days lead time but in any case, with at least twenty-four (24) hours lead time. The date and time of the maintenance windows shall be agreed in good faith between the Parties. In the event of urgent or critical technical issues, TTTECH reserves the right to perform maintenance with shorter lead time.

10.2. TTTECH undertakes reasonable efforts to ensure software maintenance does not impact Service availability for a total of more than 8 hours per year.

11. HARDWARE MAINTENANCE

11.1. Hosting takes place in virtual machines, so that availability interrupts caused by hardware maintenance is only necessary in exceptional cases. The maintenance window for these exceptional cases is provided by the Cloud Service Provider and communicated by TTTECH to Customer without delay should an impact on the Service be expected.

12. BACKUP

12.1. TTTECH performs a daily backup of the following Customer data:

- i. Configuration data: management system data (such as user data, workload images, device structure data, node configuration)
- ii. Machine data from Datapath

The daily backups are stored for at least one week. Beyond that weekly backups are stored for thirty (30) days.

13. PRIVACY AND DATA PROTECTION

13.1. Customer warrants that the processing of personal data (such as, without limitation to IP addresses) is done in compliance with the General Data Protection Regulation (GDPR – Regulation (EU) 2016/679) and it is the exclusive responsibility of Customer to comply with the GDPR. Customer will indemnify and hold TTTECH harmless from third party claims in this regard. In case the Customer processes personal data using this Service, Customer is the controller (Art 4 (7) GDPR) and the TTTECH is the processor (Art 4 (8) GDPR). TTTECH is authorized to engage other processors. Customer confirms that the processors engaged by TTTECH were disclosed to the Customer. TTTECH shall inform the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the Customer the opportunity to object to such changes. Where TTTECH engages another processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out under this Section shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR.

13.2. Processing is to be carried out solely for the purposes of providing the Services in accordance with Section 1.1.

13.3. It is the sole responsibility of Customer to inform TTTECH about the categories of personal data which will be processed using the Service. Customer shall not use the Service to process personal data in the meaning of Art 9 (1) GDPR.

13.4 TTTECH has implemented appropriate technical and measures in such a manner that processing will meet the requirements of the GDPR and will ensure the protection of the rights of data subjects.

13.5 TTTECH: (a) processes the personal data only on documented instructions from the Customer, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which TTTECH is subject; in such a case, TTTECH shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (c) takes all measures required pursuant to Article 32 GDPR; (d) taking into account the nature of the processing, assists the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR; (e) assists the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR taking into account the nature of processing and the information available to TTTECH; (f) at the choice of the Customer, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data; (g) makes available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Art 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

14. REPORTING OF DISRUPTIONS

14.1. The hosted system has automatic monitoring. Any faults that occur are recognized during operation and automatically reported to TTTECH.

14.2. In addition to the automatic fault report, Customer may manually report any outages, errors, disruptions or other faults of the operation of the Service ("Disruptions") to TTTECH via the Email address: support@nerve-industrial.com.

14.3. If Customer reports a Disruption, it shall reasonably describe the Disruption to TTTECH and shall reasonably cooperate with TTTECH to resolve Disruptions. In this regard, Customer shall provide to TTTECH with relevant information for reproduction and resolution of experienced errors (e.g. logs, screenshots, and description of affected parts of the Service).

14.4. The support languages are German and English, the support hours are Monday to Friday from 9AM to 5PM (CEST in summer and CET in winter) except for public holidays in Austria.

15. START OF FAULT ANALYSIS AND CORRECTIVE MEASURES

15.1. TTTECH implements automatic immediate measures that are carried out in the event of Class 1 and 2 faults after the failure of two successive system checks.

15.2. TTTECH operates an alarm system that alerts the TTTECH operating services team in the event of class 1 and 2 faults that cannot be automatically remedied.

15.3. Alarms and fault reports by Customer of Classes 1 and 2 will be processed as quickly as possible. Within hotline hours according to 14.4, error analysis and troubleshooting begin within a maximum of 2 hours. Outside hotline hours, error analysis and troubleshooting begin as soon as possible, at the

latest by 9 a.m. (CET or CEST) on the next working day of TTTECH.

15.4. If, in the analysis of a class 2 fault, the exceeding of the designed limits according to Section 6.2. iv. is identified as the cause, the troubleshooting only begins after consultation with Customer.

15.5. The fault analysis of class 3 faults begins in the course of the next working day at TTTECH. TTTECH and Customer agree on the start of corrective measures individually.

16. CREDIT NOTE

16.1 If the agreed availability of the Service according to Section 8.1 is not met, TTTECH grants Customer a credit note. The credit note is applicable for the respective calendar month and calculated as follows:

Availability in% = $(1 - (\text{downtime of the calendar month} [\text{min}] / (\text{calendar days of the month} * 24 * 60))) * 100$

16.2. Any Service unavailability occurring outside of maintenance windows is considered as downtime.

16.3. The amount of the credit note for the respective calendar month is calculated as follows:

Availability within calendar month	credit note
less than 99,5%	10%
less than 99%	50%
less than 95%	100%

16.4. The credit note will be deducted from the subsequent invoice or invoices from TTTECH to Customer relating to the Service.

17. TERM AND TERMINATION

17.1. The Agreement is concluded for a term of twelve (12) months and automatically renews for another twelve (12) months if not terminated with ninety (90) days' prior written notice by either Party.

17.2. Notwithstanding the before said, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party (i) in case of breach of this Agreement by the other Party not remedied within thirty (30) days, (ii) in case the other Party is making an assignment for the benefit of creditors, or (iii) upon dissolution or ceasing to do business of the other Party.

17.3. Upon termination of this Agreement, all rights of Customer to use the Service as stipulated herein shall forthwith terminate.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. Customer acknowledges that parts of the Services are licensed or sublicensed by TTTECH from its subcontractors or licensors. All Intellectual Property Rights provided under this Agreement by

TTTECH or by its licensors shall remain with TTTECH or its owners or licensors. Customer shall not to violate any of TTTECH's or TTTECH's licensors' Intellectual Property Rights. Unless otherwise specified in this Agreement, all Intellectual Property Rights and title to the Services shall remain with its owners or licensors and no interest or ownership in the Services, the Intellectual Property Rights or otherwise is conveyed to the Customer under this Agreement. No right to modify, adapt, or translate the Services or create derivative works from the Services is granted to the Customer, unless provided otherwise in this Agreement. Any Software may only be used to the maximum extent as necessary to use the Services within the purpose of this Agreement. Any further use of the Software, in particular the copying and/or loading it on any other system is strictly prohibited. Nothing in this Agreement shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the Software comprised within the Services.

18.2. Customer guarantees that the Workloads must not infringe or misappropriate any intellectual property or personal right of any third party. If any portion of the Workload is used under license from a third party, Customer is solely responsible for compliance with such license terms and conditions. Customer is, at its sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances and consents and paying all licensing fees (including applicable public performance license fees or other consideration associated with providing music or video (and all content embodied therein) in and through the Workloads), and for undertaking all related reporting obligations.

19. WARRANTY, LIABILITY & INDEMNIFICATION

19.1. TTTECH warrants to Customer that (i) during the term of this Agreement the Services will perform in substantial accordance with the terms defined in this Agreement; (ii) TTTECH has the necessary right, title and interest to provide the Services to Customer (iii) to TTTECH's best knowledge all Services provided by TTTECH will not infringe any intellectual property rights by third parties provided Customer uses the Services in accordance with the terms of this Agreement. he foregoing warranties shall not (i) cover deficiencies or damages relating to any third-party components not furnished by TTTECH; or (ii) any third party provided connectivity necessary for the provision or use of the Services.

19.2. If the Services do not perform as warranted under 19.1.(i) during the warranty period, Customer's sole remedy shall be that TTTECH shall within a reasonable period of time of at least three (3) months from the time of a written warranty claim notification from Customer, correct, repair or replace any defective Service. Customer shall submit any warranty claim in writing giving exact details of any defect(s) in the Service within seven (7) days after Customer discovers such defects in the Service.

19.3. If all or any part of the Services becomes, or in the opinion of TTTECH may become, the subject of a

claim or suit of infringement by a third party, TTTECH may at its own expense and sole discretion: 1) procure for the Customer the right to continue to use the Services or the affected part thereof; or 2) replace the Services or affected part with other suitable non-infringing service(s); or 3) Modify the Services or affected part to make the same non-infringing; or 4) terminate the Agreement if TTTECH fails to rectify the infringement by the aforementioned steps 1), 2) and 3).

19.4. The warranties set forth above will apply only if (i) the Service has been used at all times and in accordance with the Agreement or specific instructions for use subject to the documentation related thereto and (ii) no modification, alteration or addition has been made to the Service; Furthermore, to the extent permitted by applicable law, these warranties shall not apply for any software integrated in the Service which was provided by third parties or licensed under any open source license.

19.5 TTTECH does not make any warranty or assume any liability in relation to Disruptions during maintenance windows or periods or damages arising out of or in connection with Customer's internet connection to the Service; or the interoperability of the Service with hardware or software not provided by TTTECH.

19.6 Except as expressly stated in this Agreement, all other warranties and conditions are hereby excluded to the fullest extent permitted by law. No warranty is made regarding the results of usage of the Services or that the functionality of the Services will meet the requirements of the Customer or that the Services will operate uninterrupted or hundred percent error free but warrants that they operate and comply with the agreed specifications under this Agreement. Furthermore, TTTECH expressly excludes an update obligation pursuant to § 7 VGG (Austrian Consumer Warranty Law) in its applicable version.

19.7. Customer warrants and undertakes to TTTECH that: (i) Customer has the power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) the Workloads, together with all other materials accessible or that Customer provide access to comply with and will continue to comply with all requirements of this Agreement; (iii) provision of Workloads or other content to the Service does not and will not violate any agreements to which Customer is a party or of which Customer is otherwise aware; (iv) Workloads or other content or materials provided to TTTECH do not infringe any third-party intellectual property rights; (v) Customer has obtained any and all consents, approvals or licenses (including written consents of third parties where applicable) required for Customer to make the Workloads or other content available within the Services; (vi) TTTECH's exercise of the rights Customer grants under this Agreement will not obligate TTTECH or its Affiliates to pay any third party any amounts; and (viii) the information Customer provides to TTTECH under or in connection with this Agreement is true, accurate, current, and complete.

19.8. The Customer shall indemnify and hold TTTECH and its suppliers, or agents harmless from and against any cost, losses, liabilities and expenses,

including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from 1) Workloads, 2) any claimed infringement or violation by the Customer of any Intellectual Property Rights with respect to the Customer's use of the Services outside the scope of this Agreement or in breach with its terms and conditions (in particular with the license terms), provided that TTTECH promptly notifies Customer of each such claim or suit, Customer is given control of the defence and/or settlement; and TTTECH fully co-operates and provides all reasonable assistance to Customer in the defence or settlement; or 3) any unauthorised access to or use of the Services by a third party.

19.9. Unless provided otherwise, the maximum aggregate liability of TTTECH to Customer (including Customer's customers, employees and advisors) or, as the case may be any beneficiary of the services for any and all claims arising under or related to the delivery of Services, products or any order being subject to these conditions (including but not limited to the breach of data protection agreement, breach of contract, indemnification claims or tort claims) shall - to the extent permitted by applicable law - be limited to the actual damage (therefore not including consequential damages, lost profits, missed savings, pecuniary losses) and in the aggregate not exceed the higher of (i) total fees actually paid or payable under the respective order during the last twelve (12) months preceding the claim, or (ii) the maximum amount of EUR 10.000 in total. To the extent admissible under mandatory law, TTTECH's liability for slight negligence is excluded. TTTECH does not assume any liability for the compatibility of the Services with Customer's systems, for the sufficiency of the Service towards all needs of the customer, or that all and every software bug can be repaired.

19.10. Customer acknowledges that the Service may be protected by passwords and other security measures. Nevertheless, Customer is solely responsible to provide for effective security guidelines to prevent unauthorized access to Customer's account and facilities. TTTECH takes no liability for data breaches or the misuse of facilities caused by the use of improper or unsafe passwords or lack of security measures from Customer's side or on the equipment and devices used by the Customer.

20. MISCELLANEOUS

20.1. Customer shall provide one email address to TTTECH for information exchange regarding the Service, such as for example alert notifications and alignment of maintenance windows.

20.2. Customer may provide to TTTECH comments or suggestions regarding the Services or the hosted Nerve Management System Software. With respect to such comments or suggestions, improvements or enhancements of the Services, Nerve Management System Software or processes (collectively, "Feedback"), Customer grants to TTTECH a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense TTTECH's licensees and customers, under all of Customer's Intellectual Property Rights, the rights to use and disclose the Feedback in any manner TTTECH

chooses and to display, perform, copy, make, have made, use, sell, offer to sell, import, and otherwise dispose of TTTECH's and its sublicensee's products embodying such Feedback in any manner and via any media TTTECH chooses, without reference.

20.3. All amounts payable hereunder by Customer shall be payable in EUR currency without deductions for taxes, assessments, fees or charges of any kind. Customer shall be responsible for paying all (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Licensed Software hereunder, and (ii) freight, insurance and installation charges; provided, however, that in no event shall Customer be responsible for the payment of any income taxes owed by TTTECH in connection with this Agreement.

20.4. All payments by Customer to TTTECH under this Agreement shall be due within four weeks upon receipt of TTTECH's invoice, irrespective of the time of delivery, without any deductions, free to TTTECH's accounts. The monetary offset of counter claims, or the retention of payments, also in connection with the enforcement of warranty or any other claim, shall not take place.

20.5. This Agreement is part of and shall be subject to the Nerve Software License Terms concluded between Customer and TTTECH. This Agreement specifies the terms and conditions for the provision of Nerve Management Software by TTTECH as a hosted service to the direct user of the Software and its terms and conditions of use. Except as explicitly set forth herein, all of the terms, conditions and defined terms of the Nerve Software License Terms (including without limitation its limitation of liability provisions, warranty disclaimers, ownership provisions, licenses and license restrictions etc.) remain unchanged and apply with equal force and effect to this Agreement. In the event of any conflict between this Agreement, on the one hand, and the Nerve Software License Terms, on the other hand, this Agreement will control. For the avoidance of doubt, if there are terms and conditions in the Nerve Software License Terms regarding subjects on which this Agreement remains silent, such silence will not constitute a conflict and the terms and conditions in the Nerve Software License Terms shall control.

20.6. Customer may use the Service for the period of time agreed upon in the Accepted PO. This Agreement will remain in effect until terminated. Either Party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days' written notice.

20.7. TTTECH may suspend or terminate your right to use the Service, or content on the Service, in case of non-payment of applicable fees or if TTTECH reasonably suspects or determines that a use does not comply with this Agreement, the rights of others, or applicable laws and regulations.

20.8. Any provisions which by their nature shall survive termination or expiration, including without limitation warranty disclaimers, limitation of liability, ownership provisions or payment provisions (to the extent payments are outstanding), shall survive the termination or expiration of this Agreement.

20.9. The Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further, they agree that the complete and exclusive statement of the agreement between the Parties relating to this subject shall consist of this Agreement. This statement of the agreement supersedes all proposals and prior agreements, oral or written, and all other communications between the Parties relating to this subject.