



# STILL Smart Portal Terms of Use

## 1 Subject Matter and Scope of these Terms of Use

- 1.1 These "STILL Smart Portal Terms of Use" ("**Terms of Use**") apply between STILL GmbH, Berzeliusstraße 10, 22113 Hamburg, Germany ("**STILL**") and the company ("**Customer**") named in the underlying contract ("**Contract**") on the granting of access to the online platform "STILL Smart Portal" ("**Smart Portal**"). STILL and the Customer are hereinafter also referred to individually as a "**Party**" and together as the "**Parties**".
- 1.2 STILL provides the Customer free of charge with the Smart Portal, a digital platform that enables the Customer to manage its industrial trucks and intralogistics devices ("**Fleet**") and to optimize operational processes relating to the Fleet. Via central access to the user interface, the Customer receives access to various service and function packages of the Smart Portal ("**Packages**"), e.g. for fleet management, for energy use and charging management of the Fleet, or analyses of the operation and use of the Fleet, as specified in the Contract.
- 1.3 These Terms of Use contain the general conditions for the free provision and use of the Smart Portal and the associated services of STILL for the Customer. These Terms of Use are an integral part of the Contract existing between the Parties. In the event of contradictions between these Terms of Use and the Contract, the provisions of the Contract shall take precedence over these Terms of Use.
- 1.4 For the initial setup of the Customer and its Fleet on the Smart Portal or for the ongoing support of the Customer in the use of the Smart Portal, STILL, STILL affiliated companies or other companies may offer additional services that are subject to a charge for the Customer ("**Paid Services**"). Paid Services from STILL are subject exclusively to the STILL Smart Portal Registration and Support Service Conditions, which the Customer can view at any time here: [still.eu/ssp](https://still.eu/ssp) (Registration and Support Service Conditions Smart Portal). Paid Services provided by STILL affiliated companies or other companies may be subject to other terms and conditions agreed directly between the Customer and these STILL affiliated companies or other companies. These Terms of Use do not apply to Paid Services under any circumstances.
- 1.5 If the Customer uses STILL mobile applications ("**Apps**") for its Fleet to carry out vehicle condition assessments before commissioning (Pre-Shift Checks), the terms of use available to the Customer here: [still.eu/ssp](https://still.eu/ssp) (Terms of Use Smart Driver App) apply exclusively to the use of these Apps instead of these Terms of Use.
- 1.6 General terms and conditions of the Customer do not apply, and STILL expressly objects to their inclusion. This also applies if STILL makes the Smart Portal available to the Customer or provides other services for the Customer with knowledge of such general terms and conditions of the Customer. If the Customer's internal guidelines in

connection with the conclusion of the Contract require the creation of an order form or similar document (purchase order) by the Customer, the Customer shall, notwithstanding the preceding sentence, ensure that the content of a purchase order does not deviate from the provisions of the Contract and these Terms of Use.

## **2 Scope of Services**

- 2.1 In accordance with the provisions of the Contract and these Terms of Use, STILL will
  - 2.1.1 without prejudice to agreed Paid Services for the initial setup of the Smart Portal for the Customer and subject to the availability of the IT infrastructure used for the operation of the Smart Portal ("**Availability**"), provide the Customer with access to the Smart Portal through which the Customer can manage its customer account on the Smart Portal, including adding employees and managing Content ("**Customer Account**");
  - 2.1.2 enable the Customer to use an area of the Smart Portal set up for the Customer via the Customer Account with the functional scope of the Packages for the Smart Portal agreed in the Contract ("**Customer Section**");
  - 2.1.3 provide the Customer with regular updates and improvements to the Smart Portal to ensure the basic functionality of the agreed Packages,  
  
whereby all points (a) to (c) are described in more detail below and in particular in the Contract and the service description for the Smart Portal ("**Service Description**"). The Customer can view the Service Description at any time here: [still.eu/ssp](https://still.eu/ssp) (Service Description STILL Smart Portal).
- 2.2 The Customer and its Users are authorized to retrieve, enter, edit, create, delete, transmit or otherwise make accessible certain Content via the Smart Portal as described in more detail below. STILL may use third parties to provide the services.
- 2.3 Delivery and performance dates and deadlines are only binding if STILL expressly confirms their binding nature.
- 2.4 Without prejudice to the Customer's rights of use and STILL's warranties under these Terms of Use, STILL reserves the right, in its sole discretion and in addition to the changes made as part of the maintenance under Section 6, to make any changes to the Smart Portal that STILL deems necessary or useful to (a)(i) maintain or improve the quality or functionality of the Smart Portal; or (ii) maintain or improve the competitiveness of the Smart Portal or in the market for the Smart Portal; or (iii) maintain or improve the cost efficiency and/or performance of the Smart Portal; or (b) comply with applicable laws. STILL will notify the Customer of the implementation of such changes and provide reasonable support in connection with such changes to ensure appropriate and continued use of the Smart Portal by Customer and its Users.

### **3 Granting of Access to the Customer Account**

- 3.1 Irrespective of agreed Paid Services for the initial setup of the Smart Portal for the Customer and subject to the cooperation of the Customer described in these Terms of Use, STILL will prepare the Customer Account for the Customer before the start date of the service and send a registration link by e-mail to the e-mail address provided in advance by the Customer in accordance with Section 3.2, or grant the Customer access to the Customer Account in another way. STILL only owes further services in the context of granting access to the Customer Account if this is expressly agreed in the Contract. In particular, STILL provides services for the basic configuration of the Smart Portal for the Customer's specific fleet and business scenarios and for introductory training for Fleet Administrators and Users only on the basis of a separate agreement in the Contract and only as Paid Services.
- 3.2 Immediately after the conclusion of the Contract, the Customer shall inform STILL in writing of a person from his company or the Customer's group of companies and their e-mail address who is to be the first person to receive unrestricted access to the Customer Account and unrestricted rights within the Customer Account ("**Initial Administrator**"). The Customer is obliged to provide a valid business e-mail address; the use of trashmail addresses or private accounts (gmail.com etc.) is not permitted. The Customer shall ensure that the Initial Administrator is authorized to make legal declarations insofar as these relate to the acceptance of the Terms of Use for the Smart Portal.
- 3.3 If the Customer does not yet have a central user identification number for the online services of the KION group of companies ("**KION Central User ID**" or "**KCID**") for the Initial Administrator, the Initial Administrator will first be directed to a website via the registration link and asked to register for the KION Central User ID. A valid KCID is required to continue registration for the Customer Account and to use the Smart Portal. The KCID is not created and managed by STILL, but by another company of the KION Group ("**KCID Management Company**") centrally for all companies and online offers of the KION Group. Registration for the KCID and its use are subject to the KCID Management Company's own terms of use.
- 3.4 If or as soon as the Initial Administrator has a KION Central User ID and has registered with the KCID Management Company using his KCID, the Initial Administrator can access the Customer Section of the Smart Portal using the registration link sent by STILL. STILL can ask the Initial Administrator there again to accept these Terms of Use in their current version on behalf of the Customer.

### **4 Use of the Customer Section**

- 4.1 After completing the registration process in accordance with Section 3, the Customer's Initial Administrator may approve any number of persons as Users for the Customer

Section on the Smart Portal ("**Users**"). The following provisions apply in detail to the creation of User accesses.

- 4.1.1 Employees of STILL's competitors are not eligible as Users, and the Customer may not grant such persons access to the Smart Portal.
- 4.1.2 Users can be set up with different rights regarding the retrieval, input, editing, creation, deletion, transmission or making available of Content, as described in detail in the Service Description. In particular, other Users in addition to the Initial Administrator may be granted unrestricted access to the Customer Account and unlimited rights within the Customer Account (collectively "**Fleet Administrators**").
- 4.1.3 In particular, additional Fleet Administrators have the option and the right to authorize additional Users for the Smart Portal and the Customer Section. STILL may request each additional Fleet Administrator (also in place of the Initial Administrator) to accept these Terms of Use in their current version on behalf of the Customer. All further Fleet Administrators must therefore be authorized to make legal declarations insofar as these relate to the acceptance of the Terms of Use for the Smart Portal.
- 4.1.4 The setup of Users including additional Fleet Administrators requires the specification of a valid e-mail address for each individual person; Section 3.2, sentence 2 of these Terms of Use applies accordingly. STILL will then send a registration link by e-mail to the newly set up Users including additional Fleet Administrators. Sections 3.3 and 3.4 of these Terms of Use apply accordingly to the registration of Users including additional Fleet Administrators.
- 4.1.5 STILL is not obliged to check whether the e-mail address(es) provided by the Customer or the Initial Administrator or another Fleet Administrator is/are valid or whether the owner or each user of this/these e-mail address(es) is/are actually authorized to access the Customer Account on the Smart Portal and the Customer's Content accessible therein, including information on end customers and, if applicable, other Confidential Information of the Customer.
- 4.1.6 The Customer or the Initial Administrator and any other Fleet Administrators can delete individual User accounts or change the rights assigned to individual Users at any time and at their own discretion in order to exclude certain Users from further access to the Customer Account on the Smart Portal or to restrict or extend the rights granted to them when accessing the Customer Account on the Smart Portal. At least one person must always be set up with the rights of a Fleet Administrator.
- 4.2 To use the Customer Section on the Smart Portal, each User requires an Internet-enabled device, e.g. a PC or tablet, with an active Internet connection. Access is exclusively web-based via the Internet using current browsers in accordance with the Service Description.

- 4.3 The Customer shall make reasonable efforts to prevent unauthorized access to its Customer Account or its unauthorized use, in particular by giving appropriate instructions to Users not to share the access data provided to them or the access data they have chosen themselves with third parties and by disclosing these Terms of Use to Users. STILL supports the Customer in these efforts by making the Terms of Use in their current version available on the Smart Portal for retrieval and storage on a permanent data carrier.
- 4.4 The Customer shall inform STILL immediately in writing as soon as the Customer becomes aware that
- 4.4.1 unauthorized access to the Customer Account or unauthorized use of the Customer Account has occurred; or
- 4.4.2 the access data provided to a User, or the access data chosen by a User has been shared with third parties, has been lost or has been subject of a data leak.

Following such notification by the Customer, the Parties shall work together to avert or limit the possible negative consequences of the incident.

- 4.5 Customer will use the Smart Portal only in accordance with the Service Description, the terms of the Contract and these Terms of Use, and applicable laws and governmental regulations, including with respect to the export and re-export of software, technical data and information or derivatives of such software or technical data and information from any jurisdiction. Customer will instruct all Users accordingly and will be responsible to STILL for all activities of all Users to whom Customer has granted access to the Customer Account in accordance with Section 4.1.
- 4.6 Customer will provide STILL with all necessary information if Customer becomes aware of any nonconformance of the Smart Portal with the Service Description, the provisions of the Contract and these Terms of Use, or applicable laws and governmental regulations so that STILL can diagnose and remedy such nonconformance.
- 4.7 For the duration of the Contract, the Customer grants STILL the right to store and access the files, data, information and other content (collectively "**Content**") entered, created or otherwise made accessible by the Customer and its Users in the Customer Account on the IT infrastructure used for the operation of the Smart Portal and to process this Content to the extent necessary to provide the Customer Section on the Smart Portal to the Customer in accordance with the Contract and these Terms of Use.

## **5 Customer Rights; Availability**

- 5.1 STILL grants the Customer a non-exclusive, non-transferable right, subject to Availability and for the term of the Contract, to use the Smart Portal to the extent agreed and for the purposes provided for in the Contract. The right granted to the Customer is subject to the condition that the Customer complies with the provisions of the Contract and, in

particular, the restrictions on the use of the Smart Portal contained in these Terms of Use. All rights not expressly granted to the Customer are reserved by STILL.

- 5.2 Customer is not authorized to and will not: (a) license, sublicense, sell, transfer, assign, distribute or otherwise commercially exploit or make available the Smart Portal or the Customer Account to any third party (including affiliated companies of the Customer), except as expressly permitted in the Contract or these Terms of Use; (b) modify the Smart Portal or create derivative works thereof; (c) download or otherwise copy any component of the Smart Portal, other than the Content, for reproduction outside of the Smart Portal; (d) send to or store on the Smart Portal any infringing, obscene, threatening, defamatory or otherwise unlawful or unauthorized material; (e) send to or store on the Smart Portal any material that contains viruses, worms, Trojan horses, spam or other harmful computer code, files, scripts, agents or programs; (f) interfere with or disrupt the integrity or performance of the Smart Portal, including but not limited to conducting denial-of-service attacks; and/or (g) use the Smart Portal in violation of applicable law, including but not limited to data protection laws.
- 5.3 Customer shall indemnify and hold STILL and its affiliated companies, directors and/or employees harmless from and against all damages, expenses and costs (including attorneys' fees and costs) arising out of (a) alleged infringement of a third party's intellectual property rights due to Content made available by Customer on the Smart Portal; (b) the alleged violation of applicable laws, in particular data protection laws and export control laws, due to the use of the Customer Section; or (c) a violation by the Customer of the provisions of the above Sections 4.3, 4.4, 4.5 or 5.2. In the event of an indemnification obligation under this Section 5.3, STILL will: (a) promptly notify Customer in writing of any such claim; (b) give Customer sole control of the defense and settlement of the claim; and (c) provide Customer, at Customer's expense, with all available information and reasonable assistance.
- 5.4 In the cases of Section 5.3, STILL additionally reserves the right to block the access of the Customer or individual Users to the Customer Account of the Smart Portal if and insofar as this is necessary to protect its own legitimate interests or the legitimate interests of third parties. In the event of a blocking in accordance with this Section 5.4, STILL will provide the Customer with a justification for this decision before or at the same time as the blocking takes effect. The rights granted to STILL according to this Section 5.4 only exist if the Customer has acted at least negligently.

## **6 Further Services of STILL**

- 6.1 STILL will take organizational and technical security precautions to protect the security, confidentiality and integrity of the Content. These security precautions include, but are not limited to, measures to prevent unauthorized access, use, modification or disclosure of Content.

- 6.2 In the event that maintenance work on the Smart Portal becomes necessary, which may cause a failure of the Smart Portal or otherwise restrict or interrupt the use of the Smart Portal by the Customer, STILL shall endeavor to restore the Availability of the Customer Section as quickly as possible; in such cases STILL shall keep the Customer informed of the progress of the maintenance work to an appropriate extent.
- 6.3 To enable direct and fast communication with STILL, Users of the Smart Portal can choose between the following communication channels:
- E-mail contact or notification via the ticketing system. Users of the Smart Portal can find the corresponding links directly in the Smart Portal under the “Support” section.
- 6.4 STILL offers a procedure for the Smart Portal for the purely electronic reporting of information that is recognized as unlawful and can be retrieved on the Smart Portal. This procedure is also available to the Customer and its Users. Each report by the Customer must contain (a) a duly substantiated explanation as to why the Customer considers the information in question to be unlawful; (b) a clear indication of the exact electronic storage location of this information, such as the precise URL address or the precise URL address(es), or, where necessary, further information relevant to the nature of the Content and the specific type of Smart Portal to identify the illegal Content; (c) include the name and email address of the reporting person or entity, unless the information is deemed to relate to a criminal offense referred to in Articles 3 to 7 of Directive 2011/93/EU; and (d) include a statement that the reporting person or entity has a good faith belief that the information and particulars contained in the report are accurate and complete.
- 6.5 Upon receipt of a notification as defined in Section 6.4, STILL will immediately send the notifying person confirmation of receipt of their notification to the specified electronic contact address.
- 6.6 STILL will process all reports in accordance with Section 6.4 and decide on the reported information promptly, carefully, free of arbitrariness and objectively. If STILL should use automated means for this processing or decision-making, corresponding information will be provided in connection with the provision of the reporting channel in accordance with Section 6.4. STILL will immediately inform the person concerned of its decision with regard to the reported information and point out the possible legal remedies against this decision.
- 6.7 In the event of a suspected criminal offense, STILL is obliged to inform the competent law enforcement or judicial authorities in accordance with Art. 18 of Regulation (EU) 2022/2065 (Digital Services Act).

## **7 Right to Use Customer Data**

- 7.1 By concluding the Contract, the Customer permits STILL to use the product data generated via the Fleet and any related service data generated via the functions of the

Smart Portal or the Apps as data recipient or data owner for the purposes and to the extent described in the overview of the use of product and related service data.

- 7.2 The overview of the use of product and related service data is available to the Customer here: [still.eu/ssp](https://still.eu/ssp) (Overview of the Use of Product and Related Service Data STILL Smart Portal).
- 7.3 As of the date on which Regulation (EU) 2023/2854 applies, the Overview of the use of product and related service data contains the necessary information on the use of product and related service data by the Parties, namely
- 7.3.1 for those parts of the Fleet that are connected products within the meaning of the Data Act (Regulation (EU) 2023/2854), (a) an indication of the type, format and estimated volume of product data which the connected product is capable of generating; (b) an indication of whether the connected product is capable of generating data continuously and in real-time; (c) whether the connected product is capable of storing data on-device or on a remote server, including, where applicable, the intended duration of retention; and (d) how the User may access, retrieve or, where relevant, erase the data, including the technical means to do so, as well as their terms of use and quality of service;
- 7.3.2 for related services within the meaning of the Data Act (Regulation (EU) 2023/2854) (a) information concerning the nature and estimated volume of product data to be generated, as well as the arrangements for the User to access or retrieve such data, including the modalities of STILL as future data holder with regard to the data storage arrangements and the duration of retention; (b) information concerning the nature and estimated volume of related service data to be generated, as well as the arrangements for the User to access or retrieve such data, including the modalities of STILL as future data holder with regard to the data storage arrangements and the duration of retention; (c) whether STILL as the future data holder expects to use readily available data itself and the purposes for which those data are to be used, and whether STILL intends to allow one or more third parties to use the data for purposes agreed upon with the user; (d) the identity of STILL as the data holder and where applicable, of other data processing parties; (e) the means of communication which make it possible to contact STILL quickly and communicate with STILL efficiently; (f) how the User can request that the data are shared with a third party and, where applicable, end the data sharing; and (g) whether STILL as the future data holder is the holder of trade secrets contained in the data that is accessible from the connected product or generated during the provision of a related service, and, STILL is not the trade secret holder, the identity of the trade secret holder.
- 7.4 Additions or other changes to the Overview of the use of product and related service data do not require a written agreement between the Parties, but shall be made unilaterally by STILL if this becomes necessary in connection with the further development of the Smart Portal and/or due to other circumstances, including the publication or amendment of design instructions by the competent supervisory authorities.



- 7.5 STILL will provide the Customer with supplemented or otherwise updated versions of the Overview of the use of product and related service data. STILL may, at its sole discretion, provide the Overview of the use of product and related service data and any supplements or other updates by written or electronic transmission to the Customer or by making it available within the Smart Portal. STILL will endeavor to inform the Customer in a timely manner of upcoming additions and other updates to the Overview of the use of product and related service data. If STILL provides additions and other updates to the Overview of the use of product and related service data via the Smart Portal for the Customer, the Customer is obliged, notwithstanding the previous sentence, to regularly check whether supplemented or updated versions of the Overview of the use of product and related service data are available in the Smart Portal.
- 7.6 STILL does not owe the Customer any remuneration for the rights granted to the product data and related service data in view of the fact that the Smart Portal is provided to the Customer free of charge and in view of the additional services STILL provides to the Customer as described in these Terms of Use.

## **8 Customer Payment Obligations**

- 8.1 The Customer owes no remuneration for STILL's services and the granting of rights of use to the Customer Section on the Smart Portal in accordance with Section 2.1 and the other provisions of these Terms of Use.
- 8.2 The Customer is solely responsible for the connection to the Internet, the provision or maintenance of the network connection to a data center used by the Customer, if applicable, as well as the procurement and provision of network access components for the Internet on the Customer's side. This is not part of STILL's services. Any costs incurred for this are to be borne by the Customer.
- 8.3 The Customer's obligation to pay for Paid Services in accordance with the respective underlying agreements remains unaffected.

## **9 Warranty and Liability**

- 9.1 Notwithstanding Section 9.2, STILL points out that the Smart Portal is based on, contains or is dependent on hardware and software components that STILL in turn purchases or licenses from Third Parties ("**Third-Party Components**"). STILL (a) therefore cannot remedy every defect of such Third-Party Components itself or does not have the necessary rights to do so, but (b) must forward certain defect reports to the respective manufacturer or provider of the Third-Party Components and demand that they remedy the defect, whereby (c) STILL will always endeavor to remedy the defect as quickly and expeditiously as possible, without (d) STILL being able or obliged to guarantee certain response or rectification times that the Customer or the Parties deem reasonable.

- 9.2 The following provisions apply to STILL's liability and the Customer's warranty rights under these Terms of Use.
- 9.2.1 STILL is liable for damages resulting from injury to life, body or health, which are based on an intentional or negligent breach of duty, in accordance with the statutory provisions.
- 9.2.2 STILL is liable without limitation for damages resulting from a grossly negligent or intentional breach of duty. In the case of slight negligence, STILL is only liable if an essential contractual obligation, i.e. an obligation whose fulfillment is essential for the proper execution of this Contract and on whose compliance the Customer regularly relies and may rely, has been violated. In this case, liability is limited to the typical foreseeable damage.
- 9.2.3 Sections 9.2.1 and 9.2.2 also apply in the case of defect-related damage claimed by the Customer under warranty. Substitute performance by the Customer shall only be considered if STILL seriously and finally refuses subsequent performance or if a new attempt at subsequent performance by STILL is unreasonable for the Customer.
- 9.3 The limitation of liability regulated in this Section 9 also applies to the liability of STILL's organs, representatives or vicarious agents.

## **10 Term and Termination**

- 10.1 The term and ordinary termination of the services provided by STILL in accordance with these Terms of Use are governed by the provisions of the underlying Contract.
- 10.2 Extraordinary termination rights of the Parties according to § 314 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) remain unaffected. Notwithstanding this, an important reason for termination exists for STILL in particular if the Customer suffers or threatens to suffer such significant losses in his financial circumstances that his activities are impaired to the detriment of STILL; this is particularly the case if an application is made to open insolvency proceedings against the Customer's assets or if insolvency proceedings are opened against his assets and there is a fear that this will restrict the Customer's ability to perform. A warning is not required if special circumstances exist which justify immediate termination after weighing the interests of both parties.
- 10.3 Notice of termination must be given in writing.

## **11 Data protection**

Without prejudice to the other provisions of the Contract regarding the processing of personal data by the Parties, it may be necessary for the purposes of providing and using the Smart Portal that STILL processes personal data of the Customer, its Users and/or end customers as a processor on behalf of the Customer. In these cases, the

processing of personal data on behalf of the Customer in accordance with Art. 28 of Regulation (EU) 2016/679 (General Data Protection Regulation) is carried out in accordance with the data processing agreement available to the Customer here: [still.eu/ssp](https://still.eu/ssp) (DPA Smart Portal).

## **12 Confidentiality**

- 12.1 **"Confidential Information"** means any information disclosed by one Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**) in any form which is designated as confidential or which, given its nature and the circumstances of disclosure, should reasonably be considered confidential. Confidential Information includes, but is not limited to, the underlying technology of the Customer Section, the Service Description, STILL's pricing and these Terms of Use. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes generally known to the public without breach by the Receiving Party of any obligation to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) was received by the Receiving Party from a third party without an obligation of confidentiality; or (d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.
- 12.2 The Receiving Party shall exercise at least the same degree of care in protecting the Disclosing Party's Confidential Information as it does in protecting its own Confidential Information, but in no event less than a reasonable standard of care.
- 12.3 The Receiving Party agrees: (a) not to use the Disclosing Party's Confidential Information except as permitted under the Contract or these Terms of Use; and (b) to limit access to the Disclosing Party's Confidential Information to its employees, agents and contractors who need such access in order to perform their duties under the Contract and these Terms of Use and who are either under a duty of confidentiality to the Receiving Party or are bound by professional secrecy obligations, in each case no less protective than those set forth in this Section 12. Nothing in this Section 12 shall require either Party to take any action that would conflict with applicable laws protecting Whistleblowers.
- 12.4 Notwithstanding the remainder of this Section 12, STILL is permitted to collect usage data regarding the use of the Customer Section by the Customer's Users and to use such data to develop, improve, support and operate STILL's products and services. STILL is not authorized to disclose usage data containing Customer's Confidential Information to third parties except (a) in accordance with this section 12; or (b) to the extent that the usage data is aggregated and anonymized so that the Customer and its Users cannot be identified.
- 12.5 The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent compelled to do so by law, provided that the Receiving Party makes reasonable efforts to notify the Disclosing Party in advance of the compelled disclosure and

provides reasonable assistance, at its expense, to enable the Disclosing Party to contest or limit the disclosure.

- 12.6 The obligations under this Section 12 shall continue to apply beyond the end of the Contract, regardless of the reasons for termination.
- 12.7 For the avoidance of doubt, the preceding paragraphs of this Section 12 shall not apply if the Parties have entered into a mutual confidentiality agreement prior to the effective date or enter into such a mutual confidentiality agreement after the effective date, whether as part of the Contract or independently thereof.

### **13 Other Provisions**

- 13.1 These Terms of Use shall be governed by the laws of the Federal Republic of Germany without regard to its choice of law provisions or the conflict of laws provisions of any other jurisdiction and excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 13.2 For all disputes arising out of or in connection with these Terms of Use, the courts at the registered office of STILL shall have exclusive jurisdiction, to the extent permitted by law. STILL is, however, entitled to appeal to any other competent court in accordance with the statutory provisions.
- 13.3 The invalidity of one or more provisions of these Terms of Use shall not affect the validity of the remaining Terms of Use.
- 13.4 In the event of loopholes in these Terms of Use, the Parties shall, by mutual agreement, replace the loophole with a provision that comes closest to the economic purpose of these Terms of Use.