PLA 3.0 Academy Terms

Online Courses, Corporate Learning, Live Training and General Terms and Conditions

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PLA 3.0 Academy

1. Scope

These Terms govern use of the PLA 3.0 Academy of Stegmann Systems GmbH (SSY), including Open Training, Corporate Training, Corporate Learning, free and paid on-demand courses, digital learning content, Live Training, tests, certificates and corporate allocations.

Course content, access duration, price, participant numbers, test or certificate scope and special prerequisites are stated in the course description, booking process or individual quotation.

2. Platform and technical operating model

The PLA 3.0 Academy is provided and hosted on the LearnWorlds learning platform. SSY remains the contractual provider of Academy services offered by SSY unless the booking process expressly identifies otherwise.

SSY may change the technical platform where the material contractual functionality is preserved, data can be lawfully transferred and Customer interests are reasonably considered.

There is no entitlement to a particular user interface, platform feature or unchanged third-party integration unless expressly made part of the contract.

3. Types of Academy offerings

Academy offerings may include free information or introductory courses, paid on-demand courses, Open Training, Corporate Training, Corporate Learning, time-limited learning paths, bundles of multiple courses or learning paths, live webinars or Live Training, blended self-study/live programs, tests and knowledge checks, attendance or completion certificates, Corporate/Team access for named users, and individually ordered learning programs.

The booked scope controls.

4. Contract formation

For individual orders, the contract is concluded through the quotation, Order and, where applicable, order confirmation according to the specific contract-formation mechanism used.

For direct online booking through LearnWorlds, at least the course or service, price, access period, applicable Contract Terms, version, language and the declarations relevant to contract formation are displayed before the binding order is submitted.

The technical booking confirmation documents the online booking. The booking process requires active acceptance of the applicable Contract Terms. Where mandatory consumer law exceptionally applies, statutory withdrawal and information rights remain unaffected; early commencement of services or supply of digital content takes place only on the declarations required for that purpose to the extent technically available and legally required.

5. Purchaser and authorised users

Where a booking is made for a company, public authority or other organisation, the person acting must be authorised to make the booking for that organisation.

The Customer may assign Academy access only to the persons contemplated by the contract or booking.

Where Corporate Seats or participant quotas are agreed, the Customer selects the participating persons within the booked scope and remains responsible for their contractual use.

Where provided in the quotation or booking process, the Customer may receive vouchers or comparable access codes and distribute them internally to the intended participants. Redemption assigns the relevant access to the redeeming person; personal user accounts may not subsequently be shared.

6. Personal user accounts

Academy accounts are personal and may not be shared between multiple persons.

Credentials shall be kept confidential and no password or other authentication data may be provided to third parties.

SSY may temporarily suspend an account where there is specific suspicion of sharing, misuse or security risk and may require clarification.

For Corporate offerings, a named person may be replaced where permitted by course progress, certificates, licensing model and pricing. Personal certificates already issued are not transferred to another person.

7. Access duration

Access duration is stated in the course description, booking or individual quotation.

Time-limited access ends automatically upon expiry of the stated period without requiring termination notice.

No permanent right to re-access exists after expiry even where the user previously worked through or downloaded parts of the course.

SSY may provide reasonable transition periods for active paid access where necessary due to technical or organisational migration.

8. Course content and updates

An Academy offering may expressly relate to a specific PLA version, Bioassay Package version or other identified product status. In that case, the substantive version of the course is determined by the course description or individual quotation.

SSY may update content during active provision for professional and didactic reasons, including to reflect product versions, technical developments, regulatory information or improved examples.

Material learning objectives of a booked course may not thereby be unreasonably reduced.

There is no entitlement to permanent provision of historical course versions. Certificates or downloadable materials required for the Customer's own regulatory evidence must be archived by the Customer after provision unless an archive function is promised in the offering.

9. Nature of service and learning outcomes

The Academy provides learning and information services. SSY does not guarantee a particular learning result, examination pass, qualification, regulatory recognition or economic outcome.

The user is responsible for participation, self-study, technical equipment and required prior knowledge.

The Academy does not replace Customer validation, regulatory assessment, SOP creation or legal advice.

10. Live Training

Live Training is governed by the schedule, technical requirements and participation rules stated in the course.

SSY may reschedule a Live Training for objective reasons, including trainer illness, technical outage or force majeure. For paid programs, SSY will where practicable offer a replacement date or reasonable alternative service.

There is no entitlement to a recording unless expressly included.

11. Tests and knowledge checks

Tests serve learning assessment within the Academy. Questions, scoring, passing thresholds and repeat opportunities are governed by the applicable course model.

SSY may change question pools, order, time limits or retake rules to protect test integrity.

A test is not a governmental, academic or professional examination unless expressly identified otherwise.

12. Certificates

Where a course includes an attendance or completion certificate, it is made available after the stated conditions are met.

Certificates confirm only the course, participation or test result stated. They do not constitute governmental approval, state-recognised professional qualification or a guarantee of regulatory suitability of the user or organisation.

The user shall promptly check name and certificate information. Obvious errors may be corrected subject to technical capability.

13. Pricing and payment processing

Prices are displayed net plus applicable VAT in the booking process or quotation unless stated otherwise.

For individual invoicing, payment is generally due within 14 calendar days.

Online payments for the PLA 3.0 Academy may be processed through Stripe. Stripe is the payment service provider and not the provider of the Academy service. Stripe's data-protection role depends on the payment function and applicable provider terms.

Where possible, SSY does not retain full card or bank credentials, but only transaction and reference data needed for contract, billing, support and evidence.

14. Failed or reversed payment

Where a due payment fails or is charged back, SSY may temporarily suspend paid access after reasonable notice until payment is clarified.

The payment obligation remains where the Customer validly ordered the service and no justified reversal applies.

Repeated or abusive chargebacks may constitute cause for suspension or termination.

15. Corporate access and participant administration

For Corporate offerings, the Customer may invite or designate an agreed number of users.

The Customer shall ensure that only authorised persons are invited and that business contact data are lawfully used.

SSY may define technical rules for invitations, domain restrictions, seat allocation and participant replacement.

Unused seats are not cash-refundable and do not automatically roll over to a subsequent period unless the quotation states otherwise.

16. Content and intellectual property

All rights in courses, text, videos, graphics, tests, question pools, case studies, templates, downloads, software demonstrations and other Academy content remain with SSY or the relevant rights holders.

For the access period, the user receives a simple, non-transferable right to personal professional or official use within the booked course.

Downloadable materials may be used for the authorised user's internal learning and work purposes unless more specific labelling applies.

17. Prohibited use of content

Without SSY's prior consent, users may not share accounts, systematically download or copy whole courses, publish or resell content, make content available to unauthorised third parties, use it to conduct their own commercial training, circumvent technical access controls, extract question pools or answers to defeat tests,

scrape content automatically, or use substantial Academy content to train, fine-tune or build general or competing AI/ML systems.

Mandatory statutory rights remain unaffected.

18. Recordings and downloads

Streaming content may not be recorded or permanently stored unless the platform provides an express download function.

Live Training may not be recorded without SSY consent and compliance with the rights of affected persons.

Downloads expressly authorised by SSY may be retained within the permitted internal scope. End of Academy access does not require deletion of lawfully obtained static working materials unless their licence is time-limited; third-party distribution remains prohibited.

19. Technical prerequisites

The user requires a suitable current browser, internet access and, where applicable, audio/video equipment.

SSY does not guarantee operation on every historical browser, operating system or mobile-device version.

Corporate firewalls, proxies, content filters and other Customer network settings are the Customer's responsibility.

20. Platform availability

SSY aims to provide reasonable technical Academy availability but does not provide a 24/7 Service Level Agreement (SLA) or fixed availability percentage unless expressly agreed.

Maintenance, platform updates, security measures and failures at hosting, identity, video or payment providers may cause temporary restrictions.

For a longer outage attributable to SSY affecting a paid time-limited course, SSY will provide a reasonable access extension or other appropriate remedy depending on the circumstances.

21. Support

Academy technical support includes reasonable assistance with access, booking, course activation and apparent platform issues.

Individual PLA product consulting, statistics consulting, validation advice or project support is not automatically Academy support and may require PLA Support Contract or a separate consulting order.

Support channels and hours may be stated in the Academy or Knowledge Center.

22. Data protection - general

For the Academy, SSY processes account, contact, booking, course-progress, test, certificate, support and technical usage data.

LearnWorlds is used as the platform and hosting provider. Stripe is used for payment processing.

SSY does not plan to process special categories of personal data for Academy operation. Users shall not enter such data into profile, course or support free-text fields.

23. Account and profile retention

After all Academy access rights end, account and profile data are generally deleted or anonymised within 30 calendar days unless required for contract performance, legal defence, statutory duties or another documented legitimate purpose.

Immediate targeted deletion from every provider backup is not promised; the technical rotation and deletion procedures of the platform apply.

24. Course progress, test results and certificate evidence

Course progress, test results and certificate evidence are generally retained for three years after the relevant course ends or, if later, the associated access ends. They are then deleted or anonymised unless a longer contractual or statutory evidence obligation applies.

This period supports inquiries, certificate evidence and reasonable documentation of the learning service performed.

For Corporate programs, the Customer may export available evidence before expiry where supported by the platform.

25. Commercial and payment records

Contract, order, invoice, credit-note and required payment evidence is retained according to applicable statutory and commercial recordkeeping requirements.

Payment data retained by Stripe are additionally subject to Stripe's own legal, regulatory and technical retention rules. SSY does not promise deletion of data that Stripe lawfully retains as an independent controller.

26. Provider logs and backups

Technical LearnWorlds, Stripe and other provider logs and backups are processed according to the providers' technical and contractual procedures.

SSY does not provide customer-specific restoration of individual Academy accounts from provider backups and does not promise immediate individual deletion from every backup copy.

SSY ensures providers are used under the required contractual and data-protection framework.

27. Confidentiality and user conduct

Users shall not publish confidential customer, study, patient or business information in open Academy areas.

SSY may remove unlawful, inappropriate, security-threatening or rights-infringing content and may suspend access for material or repeated violations.

28. End of access and suspension

Upon expiry of paid access, the right to stream platform content or retrieve non-permanently licensed content ends.

SSY may suspend or terminate for cause, including material account sharing, payment fraud, attacks on the platform, systematic copying or other material breach. Where appropriate, a reasonable opportunity to remedy will be provided first.

General Terms and Conditions

1. Scope and contracting party

These General Terms and Conditions (GTC) apply to contracts of Stegmann Systems GmbH (SSY) concerning software, software licences, cloud and hosting services, support, maintenance, training, consulting, Academy services and related services.

These GTC are intended for contracts with businesses, legal entities under public law, public-law special funds, public authorities and other organisations. SSY does not generally conclude consumer contracts on this basis.

If a valid contract with a consumer is nevertheless concluded in an exceptional case, these GTC apply only to the extent that their provisions are validly incorporated and permissible in relation to consumers. Where a provision is not incorporated or is ineffective, the statutory rules apply in its place and the remainder of the contract remains effective.

SSY means Stegmann Systems GmbH, Raiffeisenstraße 2, 63110 Rodgau, Germany, registered with the Local Court of Offenbach am Main under HRB 43033 and represented by its Managing Director Dr. Ralf Stegmann. The nature and scope of the services owed are determined by the quotation, order confirmation and any separately agreed contract documents.

2. Applicable contractual terms

The contract is governed by the contractual terms identified in the quotation in the version stated there. The contract language is the language of the quotation. In a bilingual quotation, the governing contract language is identified in the quotation.

The contractual terms are made available either through the version-specific URL stated in the quotation or as a PDF attached to the quotation.

The version agreed at contract formation applies for the relevant contract period. If a contract renews automatically, the current version of the Contract Terms notified by SSY at least six weeks before expiry of the current period applies to the following renewal period. The notice identifies the new version and makes it available through a version-specific URL or as a PDF. Changes take effect only at the beginning of the new period. Any contractual right to terminate at the end of the current period remains unaffected.

If the quotation, Product Terms or order expressly provides that no version change occurs upon renewal, the existing version continues to apply.

Perpetual usage rights already validly granted are not restricted by a later version change of the contractual terms.

3. Order of precedence

Unless a different individually negotiated order of precedence applies, conflicts are resolved in the following order:

1. individually negotiated contractual provisions;
2. provisions expressly identified as deviations in the order confirmation;
3. provisions expressly identified as deviations in the quotation or order;
4. Product Terms;
5. support, Service Level Agreement (SLA), training, Academy or other service-specific terms;
6. these General Terms and Conditions.

A Data Processing Agreement takes precedence for data-protection matters.

A purely technical specification prevails only with respect to the specific technical property described in it and only insofar as it does not conflict with an expressly higher-ranking provision.

4. Quotations

SSY quotations are binding during any validity period stated in the quotation. If no validity period is stated, quotations are non-binding unless their content or circumstances clearly establish otherwise.

A quotation may contain technical, commercial, data-protection, export-control or other prerequisites. The contract is formed only subject to the agreed prerequisites.

Illustrations, presentations, demonstrations, roadmaps, indicative pricing and general sales material do not constitute guarantees or agreed characteristics unless expressly incorporated into the contract.

5. Orders and contract formation

Where the Customer accepts a binding SSY quotation within its stated binding period without contract-relevant changes, the contract is concluded when SSY receives the acceptance, unless the quotation provides for a different acceptance mechanism.

Where the Customer's order changes the SSY quotation or adds terms, the contract is concluded only when SSY expressly accepts those changes or the parties otherwise agree on the contractual content.

Where an order is placed without a preceding SSY quotation, the contract is concluded by an order confirmation or another unambiguous declaration of acceptance by SSY. Where SSY Contract Terms are to be incorporated in this process, they are made available to the Customer before or upon contract formation with identification of version and language.

An order confirmation may document a contract that has already been concluded and summarise the agreed Contract Terms without thereby changing them.

6. Electronic orders

For electronic orders, contract formation is governed by the mechanism identified in the applicable ordering process.

Where Contract Terms are incorporated through an online ordering process, SSY may record in particular the version, language, URL or stored copy and the purchaser's consent as evidence of contract formation.

7. Customer purchasing terms, tender terms and public-sector contract terms

Deviating or additional Customer terms become part of the contract only to the extent expressly accepted by SSY in text form.

Receipt of an order, performance, invoicing or payment does not by itself constitute acceptance of Customer terms.

Customer procurement terms, tender conditions, public-sector contract terms or other third-party terms apply only if expressly accepted by SSY.

Expressly agreed deviations are documented in the quotation, order confirmation or separate contractual agreement.

8. Scope of services

SSY owes only the services specifically identified in the contract.

Characteristics, intended uses, availability, security features, interfaces, target times or regulatory statements constitute an agreed characteristic, guarantee or SLA only where expressly agreed as such.

General product information, roadmaps, examples and demonstrations describe typical functionality but do not create an entitlement to functionality not ordered.

For services, SSY owes professional performance and reasonable efforts, not a specific commercial, regulatory, project or learning result unless such result is expressly agreed.

9. Customer cooperation

The Customer shall timely provide all information, systems, access, responsible contacts, testing opportunities, approvals and other cooperation reasonably required for performance.

The Customer is responsible for the accuracy and completeness of information it provides.

Where required cooperation is missing, affected deadlines are extended reasonably. SSY may suspend affected services until cooperation is provided where objectively necessary.

Additional effort caused by missing, delayed or incorrect cooperation may be charged separately after prior notice to the extent not caused by a breach by SSY.

10. Technical requirements and third-party systems

The Customer is responsible for its own systems, networks, end devices, operating systems, databases, third-party licences, access paths and security measures unless the contract expressly assigns responsibility to SSY.

The Customer is also responsible for regular backups of its data and systems appropriate to the relevant protection needs, except where backup is expressly included in a hosting or backup service assumed by SSY.

SSY may define and reasonably update technical system requirements for current product versions.

Failures, delays or errors of external systems, interfaces or communication paths are not attributable to SSY to the extent outside SSY responsibility. Where the cause of a disruption is unclear, the parties will reasonably cooperate in root-cause analysis.

11. Changes and product development

SSY may technically maintain, update, modernise and reasonably develop standard products and services where the agreed core functionality is substantially preserved and no unreasonable impairment results.

Security, legal or technically mandatory changes may be implemented on shorter notice.

Customer-specific changes, new features, migrations or extensions require a separate agreement where not included in the existing scope.

The Customer is not entitled to permanent use of an unchanged technical architecture, individual third-party provider, library or user interface where the contractual purpose remains substantially fulfilled.

12. Prices and taxes

All prices are net prices plus applicable VAT where VAT is chargeable.

Price, billing period, quantity units and any included allowances are defined in the quotation, order confirmation or product-specific terms.

Recurring charges may be billed in advance where the relevant product model provides for advance billing.

Travel, accommodation, delivery, third-party or other ancillary costs are charged only where agreed or clearly required by the service model.

13. Payment

Unless the quotation or Product Terms provide otherwise, invoices are due without deduction within 14 calendar days after receipt.

Electronic invoices are permitted.

If an invoice is legitimately disputed, the undisputed portion remains due.

Set-off is permitted only against undisputed, finally adjudicated or otherwise ready-for-decision counterclaims.

A right of retention may be exercised only in relation to claims arising from the same contractual relationship unless mandatory law grants broader rights.

14. Price changes for recurring services

Where the relevant product model permits price changes for future renewal or billing periods, SSY will provide notice at least six weeks before the beginning of the affected new period.

No price increase applies retrospectively within a period already agreed and paid.

Individually agreed fixed prices remain unchanged for their agreed duration.

A price change alone does not amend other contractual provisions.

15. Payment default and suspension

Statutory consequences apply in the event of payment default.

For continuing digital services, SSY may, after reasonable reminder and grace period, proportionately suspend access or further services where the receivable is undisputed or finally determined and suspension is reasonable considering the contractual purpose.

Suspension does not waive payment and does not automatically terminate the contract.

After payment of the relevant amounts, SSY resumes services within a reasonable time unless other grounds for suspension or termination exist.

16. Rights in standard software and standard materials

Copyright, industrial property rights, know-how and other rights in standard software, standard components, documentation, concepts, templates, methods, libraries, data models, interface components and reusable work products remain with SSY or the respective rights holders.

The Customer receives only the usage rights expressly granted in the quotation, Product Terms or order.

Ownership of intellectual property, source code or development tools is transferred only where expressly agreed.

Reverse engineering, decompilation, disassembly or other technical analysis of SSY software is permitted only to the extent required by mandatory law. Mandatory statutory rights, including rights necessary to achieve interoperability, remain unaffected.

Technical protection, licensing or activation mechanisms may not be circumvented, manipulated or used to enable use beyond the contractual scope.

17. Customer-specific deliverables and feedback

Where SSY develops customer-specific add-ons, extensions, interfaces, scripts or other software components, they are delivered, unless otherwise stated in the quotation or order, only in executable form, in particular as compiled or other binary form suitable for the intended use.

Source code, build and development environments, development files, internal technical specifications, architecture and design documents, test tools and other development documentation are not part of the deliverables and are not provided unless expressly agreed.

Usage rights in customer-specific software are governed by the relevant quotation or order. The agreed usage rights do not imply delivery of source code.

Reusable components, libraries, frameworks, tools, methods, concepts and other know-how used or developed by SSY remain with SSY and may be reused and further developed for other customers, products and purposes provided that no confidential information or protected Customer content is used.

Any obligation to deliver or escrow source code requires an express separate agreement.

SSY may use feedback, requirements and improvement suggestions for maintenance and development of standard products, provided that no confidential Customer-specific information is disclosed or used contrary to an express rights agreement.

18. Third-party software and open source

SSY may use third-party software, cloud services and open-source components where compatible with the agreed service model.

Third-party terms directly relevant to the Customer will be identified where required.

SSY will not knowingly use an open-source component in a manner that requires proprietary SSY source code to be generally disclosed or licensed without charge unless such use results from a deliberate product decision.

The Customer is not entitled to permanent use of unchanged third-party providers, libraries or technical platforms where the contractual service remains substantially available.

19. Defects and cure

Statutory defect rights apply to paid software and other services subject to the legally permissible specifications in the contract.

The Customer shall describe alleged defects in a comprehensible manner and provide information required for analysis and reproduction.

For software defects, SSY may, at its reasonable discretion, correct the defect, provide a defect-free software version or provide a reasonable workaround.

A workaround is sufficient where contractual use is not materially impaired and a permanent correction can reasonably be provided in a later release.

Defect rights do not apply to the extent a defect results from unauthorised changes, unsuitable Customer infrastructure, failure to comply with system requirements or improper use, unless the Customer demonstrates that the relevant circumstance was unrelated to the defect.

20. Limitation period for defect claims

For perpetual standard software and comparable B2B deliverables, the limitation period for defect claims is generally one year from provision to the extent legally permissible.

Mandatory statutory periods and claims based on intent, fraudulent concealment, guarantee, injury to life, body or health, gross negligence and mandatory product liability remain unaffected.

For ongoing rental, hosting or service relationships, defect rights and limitation periods are governed by the applicable continuing contractual relationship and Product Terms.

21. Backup and loss of Customer data

Where data are processed in the Customer environment, the Customer is responsible for appropriate and regular backup.

Where SSY assumes hosting or backup as a contractual service, the concrete scope is defined by Product Terms, a Service Level Agreement (SLA) and, where applicable, a Data Processing Agreement (DPA) including technical and organisational measures (TOM).

Unless expressly agreed, a backup is not a historical Customer archive and does not create an entitlement to restoration of any arbitrary historical point in time.

In the event of data loss, recoverable restoration effort is determined considering the contractual backup obligation and the backup that reasonably should have been available.

22. Unlimited liability cases

SSY is liable under statutory law without the contractual limitations below:

- for intent and gross negligence;
- for injury to life, body or health to the extent required by law;
- for fraudulent conduct;
- under expressly assumed guarantees to the extent of the guarantee;
- under mandatory product liability law and other mandatory law;
- in other cases where limitation of liability is legally impermissible.

23. Liability for ordinary negligence

For ordinary negligence, SSY is liable only for breach of a material contractual obligation. Material contractual obligations are obligations whose fulfilment makes proper performance of the contract possible in the first place and on whose compliance the contractual partner may normally rely.

In such case, liability is limited to the damage typical for the contract and reasonably foreseeable at the time of contract formation.

Liability for ordinary negligence is otherwise excluded to the extent legally permissible.

24. Liability cap

SSY's aggregate liability for damage caused by ordinary negligence under Section 23 is limited per contract year to 100% of the relevant net contract volume.

For ongoing or recurring services, the relevant net contract volume is the net remuneration payable under the affected contract during the twelve months preceding the damaging event. During the first contract year, the net remuneration agreed for the first twelve months applies.

For a one-time perpetual software licence or one-time project, the relevant amount is the net remuneration for the affected order.

Multiple claims arising from the same or factually connected causes are treated as one damage event for purposes of the cap.

The cap does not apply to the unlimited liability cases in Section 22.

Where data protection law directly grants rights to data subjects or authorities against SSY, such statutory rights are not limited by this contractual cap. Any contractual internal allocation between the parties is subject to the agreed liability provisions only to the extent legally permissible.

25. Indirect loss and loss of profit

In cases of ordinary negligence, SSY is not liable for loss of profit, loss of anticipated savings, indirect loss, reputational damage, production loss or business interruption unless such loss is exceptionally a typical and foreseeable consequence of breach of a material contractual obligation.

Mandatory statutory claims remain unaffected.

26. Confidentiality

The parties shall keep confidential information marked as confidential or recognisably confidential by its nature and use it only for the contractual purpose.

Information is not confidential to the extent it was demonstrably lawfully known, becomes public without breach of contract, was independently developed or was lawfully obtained from a third party.

Disclosure to employees, Affiliates, advisers or subcontractors is permitted where necessary for the contractual purpose and reasonable confidentiality obligations apply.

Legally compelled disclosure remains permitted; to the extent legally allowed, the other party is informed in advance.

Confidentiality applies during the contract and for five years thereafter. Trade secrets remain protected for as long as the statutory requirements for trade-secret protection continue to exist.

27. Data protection

Each party is responsible for compliance with the data protection laws applicable to it.

Where SSY processes personal data on behalf of the Customer, the required Data Processing Agreement (DPA) forms part of the applicable Contract Terms or is concluded separately. Technical and organisational measures (TOM) may be maintained as an annex to or referenced component of the DPA.

Product Terms and DPAs may specify data categories, purposes, deletion periods, subprocessors and technical measures.

The Customer shall ensure that it is entitled to provide personal data to SSY and that its instructions comply with applicable data protection law.

28. Information security

SSY implements appropriate technical and organisational security measures for systems within SSY's responsibility according to risk, state of the art and the applicable service model.

Specific security measures, hosting architecture, data residency, backups or recovery procedures are owed only where described in Product Terms, a Service Level Agreement (SLA), technical and organisational measures (TOM) or the Order.

Unverified certifications, fixed Recovery Time Objective (RTO) / Recovery Point Objective (RPO) values, immutable backup procedures or general statements about encryption or multi-factor authentication (MFA) are not part of the contract unless expressly confirmed.

29. Export control and sanctions

Supply of software, cloud services, support, updates, remote access, training and technical consulting is subject to applicable export control and sanctions laws.

Upon request, the Customer shall provide information concerning organisation, location, country, end use and recipients.

SSY may refuse, suspend or condition services on permits and evidence where legally required.

Neither party is required to perform an unlawful service.

30. Force majeure

Neither party is liable for delay or non-performance to the extent caused by an extraordinary event outside its reasonable control that could not be avoided despite reasonable precautions.

Such events may include natural disasters, war, public authority measures, widespread network failures, external industrial action, epidemic-related disruptions or extraordinary cyberattacks despite reasonable security measures.

Ordinary staff shortages, internal organisational failures or financial difficulties do not constitute force majeure.

Failure of a cloud or other service provider is not automatically force majeure; the cause, controllability and reasonable precautions are relevant.

The affected party shall inform the other party and reasonably mitigate the effects.

31. Term and ordinary termination

Term and ordinary termination are governed primarily by the quotation, Product Terms or order.

Perpetual software rights remain unaffected by termination of other continuing services unless the Product Terms expressly provide otherwise.

Recurring services renew only under the applicable product-specific model.

Notice of termination must at least be in text form unless stricter form is agreed or required by law.

32. Termination for good cause

The right to terminate for good cause remains unaffected.

For remediable breaches, a reasonable cure period must generally be granted unless unnecessary due to severity, unreasonableness or a statutory exception.

Good cause may include serious licence breaches, material payment default, severe breach of confidentiality or data protection, unauthorised software redistribution or serious compliance violations.

33. Consequences of termination

After contract end, outstanding payment, return, export, deletion and other wind-down obligations are performed in accordance with the applicable Product Terms.

Time-limited usage rights cease. Perpetual usage rights remain in effect unless the usage right itself has been validly terminated.

Confidentiality, intellectual property, payment, data-protection and other obligations that by their nature survive termination remain in effect.

34. Assignment and transfer of contract

The Customer may transfer the contract or material rights under it only with SSY consent unless mandatory law provides otherwise.

SSY may assign monetary receivables to banks or factoring providers.

SSY may transfer the contract in connection with a corporate reorganisation, sale of the company or a business unit, or transfer of the affected product or business area to an Affiliate, legal successor or acquirer of the relevant business, provided that the transferee assumes the contractual obligations and the Customer's material contractual position is not impaired. SSY will inform the Customer of the transfer in text form. Statutory universal succession remains unaffected.

35. Subcontractors

SSY may use suitable subcontractors for performance and remains responsible for fulfilment of its own contractual obligations.

Subprocessors within the meaning of data protection law are additionally governed by the applicable DPA.

The Customer is not entitled to permanent use of a specific technical service provider where the contracted service and agreed protection level remain substantially unchanged.

36. Text form and notices

Unless the contract or law requires stricter form, text form, including email, is sufficient for legally relevant communications.

Termination notices, material contract amendments, approvals of deviations and other communications material to the contract record should be sent to the most recently designated contractual or business addresses.

The Customer shall keep company, billing, licence, support and other relevant contact information up to date.

37. Governing law and venue

The laws of the Federal Republic of Germany apply, excluding the UN Convention on Contracts for the International Sale of Goods.

To the extent legally permissible, the exclusive venue is SSY's registered office. SSY remains entitled to bring claims at the Customer's general place of jurisdiction.

Mandatory exclusive venues remain unaffected.

38. Severability

If a contractual provision is wholly or partly invalid or unenforceable, the remainder of the contract remains effective to the extent maintaining the contract is reasonable.

An invalid standard term is replaced by the applicable statutory rule. The parties may agree an individually negotiated lawful provision that comes as close as legally possible to the intended commercial purpose.

39. No silent amendment of existing contracts

Outside the version change for a renewal period governed by Section 2, an updated website, invoice, download page, installer version, product documentation or new contractual version does not amend an existing contract merely because it is made available, used or seen.

Other contract amendments require the amendment or acceptance mechanism provided for in the contract.