

KIT-Career-Service-Portal

General contractual conditions for customers

(As of November 2020)

1. Scope and Purpose

- 1.1. One task of the Karlsruhe Institute of Technology (KIT), public corporation and university (hereinafter referred to as "KIT") is to support, in cooperation with industry and other employers, students in the implementation of internships and KIT graduates (hereinafter referred to as "users") in their transition into professional life. For this purpose, KIT has established the Career Service Portal (hereinafter referred to as "Portal") and offers various products in connection with the public task described above. The client supports KIT in the fulfilment of its tasks by concluding a contract in accordance with these contractual terms and conditions, whereby the client pursues publicly effective communicative goals. The objective of the contracts is to inform users about the client in his capacity as employer including vacancies and to give users a first impression of the client as employer. At the same time, the customer should have the opportunity to position himself/herself as an attractive employer for students and graduates.
- 1.2. Users of the portal are KIT students registered on the portal.
Subject to the regulations laid down here and subject to the separate conclusion of a contract for the respective product, the customers shall be given the opportunity on the portal to place advertisements for jobs in the products job exchange as potential employers and advertisements for scholarships as potential providers of grants and prizes as potential awarders. Furthermore, advertisements can be placed for events organised by the customers themselves. These advertisements of the clients are visible for users.
The portal has an application database (hereinafter referred to as "application portal"). Here, users have the opportunity to create their own profile to present their professional skills and qualifications, including a curriculum vitae, and to activate this on the application portal for customers. The application portal offers customers the possibility to search for potential employees in an application database on the basis of certain criteria.
The portal also offers customers the opportunity to place posters and banners for students on campus and book information stands.
- 1.3. KIT reserves the right to remove products from the offer or to add new offers on the Internet platform.

2. Conclusion of Contract

- 2.1. The present contractual agreements apply between KIT and Customer.
A basic agreement must be concluded between KIT and Client in order to provide Client with access to the Portal. This is done by registration of the client on the portal under acceptance of these "Career-Service-Portal - General Terms and Conditions of Contract for Clients" (hereinafter referred to as "GTC") in the version valid at the time of registration and activation by KIT. After registration the potential customer will be checked by KIT and activated by KIT at its own discretion. KIT reserves the right not to activate potential clients without giving reasons.
The legal relationship between KIT and the client shall be governed exclusively by the GTC laid down herein in the version valid at the time of registration; deviating or supplementary conditions of the client, in particular General Terms and Conditions of Business, shall apply only if expressly accepted by KIT in writing within the scope of activation. In this respect it is not sufficient if the customer refers to his General Terms and Conditions of Business during registration or in separate correspondence and KIT confirms or performs the registration without explicit reference to the customer's deviating or supplementary terms and conditions. The provision of a service is not considered an implied acceptance.
- 2.2. Client has the opportunity to purchase from KIT on the Portal the products shown in paragraph 3. A product contract is required for this purpose. The Product Contract is concluded by Client's order of a specific product via a digital order form of the Portal and a written order confirmation by KIT. The legal relationship between KIT and the client in relation to this product contract shall be governed exclusively by the current price list - as displayed on the portal -, the relevant service descriptions, and the GTC in the version valid at the time of the order; deviating or supplementary terms and conditions of the client, in particular General Terms and Conditions of Business, shall apply only if expressly accepted by KIT in writing in the order confirmation. In this respect, it is not sufficient if the customer refers to his General Terms and Conditions of Business when placing the order or in separate correspondence and KIT confirms or executes the order confirmation without explicit reference to the customer's deviating or supplementary terms and conditions. The provision of a service is not considered an implied acceptance.

- 2.3. With the successful conclusion of a product contract, the Customer also accepts the version of the GTC current at the time of this order with regard to the basic contract.

3. Customer Characteristics and Earmarking

- 3.1. The customer assures that he is an entrepreneur within the meaning of § 14 BGB or a legal entity under public law or a special fund under public law.
- 3.2. Should the client lose the above-mentioned property during the term of the contract, he/she undertakes to immediately notify KIT in writing of the loss and to immediately delete his/her account on the portal.
- 3.3. The customer assures that he/she will use the present portal exclusively for the purposes mentioned under point 1, in particular he/she, as a business enterprise or other employer, will look for potential employees for his/her own enterprise.

4. Remuneration

- 4.1. For KIT products, the client provides consideration of the same value in the form of cash.
- 4.2. The customer must pay any taxes incurred - such as foreign withholding tax, use tax, property tax, consumption tax, service tax or similar taxes, customs duties and other charges. If KIT is obligated to pay such taxes, the customer shall reimburse KIT for them as well as all related costs or expenses, interest, and fines.
- 4.3. The client is obliged to provide KIT with all data and information required for proper invoicing (e.g. company certificates).
- 4.4. The amount of the remuneration shall be based on the product prices shown in the portal in accordance with the price list plus the legally owed value added tax. KIT will issue an invoice to the client for this, showing the legally owed value added tax.
- 4.5. The provisions of §§ 14, 14a UStG are observed. Client shall provide KIT with his/her VAT registration number or business certificate, if required for invoicing, after conclusion of this agreement.
- 4.6. After conclusion of the contract by signing the written order confirmation and issuing an invoice by KIT, the amount plus VAT owed by law is due.
- 4.7. KIT will publish the advertisement or activate the booked product within three working days after receipt of the payment for the respective product by KIT.
- 4.8. If KIT fails to perform one or more services as owed, the client(s) may assert rights only with respect to these services, while the rest of the contract remains unaffected.

5. Products

5.1 After conclusion of the basic contract, its registration, and activation by KIT, the client* has the opportunity to purchase products offered on the portal according to item 2 against payment of a fee according to the product prices shown on the portal in accordance with the price list plus legally owed sales tax according to item 4.

KIT offers the following products on the Portal:

- Advertising customers for the job market (service description job market in the Career-Service-Portal)
- Advertisements of clients for scholarships and prices (service description job market Career-Service-Portal)
- Application database (service description job market Career-Service-Portal)
- Campus advertising (service description Campus advertising)
- Jobshadowing (service description Jobshadowing)

The details of the respective product are set out in the respective service description.

5.2 Insofar as a stand / advertising space is part of the product, the following applies:

5.2.1 The customer is responsible for the safety of the stand / advertising space. The client will immediately follow the instructions of KIT's order and security personnel. In particular, the client must ensure that the booth / advertising space is sufficiently secured against access or access by unauthorized third parties, that equipment is safe to operate and that other working and operating materials are properly used and stored, and that the booth / advertising space itself is set up and secured in such a way that it does not pose a risk to KIT and third parties, in particular students and visitors. KIT does not take any safety precautions beyond the usual KIT safety obligation, especially against theft or damage to property. Insofar as the booth / advertising space is set up within the KIT premises, the premises will be secured against access by third parties in accordance with the measures usual at KIT after the end of the set-up and dismantling periods. KIT will not secure individual stands individually. KIT does not take any security measures that exceed the usual safety obligation, especially against theft or damage to property.

5.2.2 Client will immediately follow the instructions of KIT's security and order personnel. During the measures the client must not block fire protection zones and escape routes. The KIT house and fire

protection regulations must be observed. Smoking is prohibited in all buildings and the use of fog machines is prohibited.

5.2.3 The compliance with notification and approval obligations as well as the compliance with relevant legal provisions regarding the measures the customer carries out is the sole responsibility of the customer (e.g. Youth Protection Act, registration GEMA). KIT has the right to verify compliance.

6. Use of the Portal

- 6.1. The customer acknowledges that a 100% availability of software solutions and platforms is technically not feasible. In particular, maintenance, security, or capacity concerns as well as events beyond the software provider's or KIT's control (e.g. disruption of public communication networks, power failures), but also hardware and software errors, in particular also of the customer's software and hardware and IT infrastructure, may lead to short-term disruptions and temporary suspension of services. This contract only grants a right to use the services within the scope of the technical and operational possibilities described.
- 6.2. The customer is aware that the data for the operation of the portal is transmitted via public channels, in particular the Internet. The customer acknowledges that the transmission is not 100% secure.
- 6.3. KIT will operate the Portal and the related technical equipment to the best of its knowledge and belief in accordance with the care and diligence it is accustomed to and based on the state of the art in science and technology known to it. KIT does not guarantee that a concrete result will be achieved. In particular, KIT does not guarantee that users will be interested in specific products, that a certain number of interested parties will apply for the products, or that a certain number of users will be stored in the application database.
- 6.4. KIT ensures that the services to be provided by KIT are implemented according to the usual technical standards.
- 6.5. No exclusion of competitors will be granted.
- 6.6. The client undertakes to provide KIT with all documents and information necessary and expedient for achieving the objectives described in the agreement in a timely manner and through the agreed channels. If these requirements are not met in time, any deadlines for KIT to perform services will be extended accordingly. The term of the product is not extended by late provision of necessary documents and information. He/she will remove job advertisements or information that is no longer current.
- 6.7. KIT is entitled to use auxiliary persons to fulfill its obligations under the product contract.
- 6.8. Customer shall configure his infrastructure, in particular his technical equipment, according to the respective state of the art in such a way that it is neither the target nor the starting point of disturbances that are suitable to impair the Internet service offered by KIT or generally a smooth and faultless network operation.
- 6.9. It is the Customer's responsibility to exercise the utmost care in the use of IDs, passwords, user names or other security devices provided in connection with KIT's services and to take any and all measures to ensure the confidential and secure handling of the data and prevent its disclosure to third parties. The client is responsible for the use of his password(s) or user name(s) also by third parties and will be held liable accordingly if he/she cannot sustainably demonstrate that access to such data was not gained through his/her culpable action or omission. Customer shall immediately inform KIT of any possible or already known unauthorized use of his/her access data.
- 6.10. If personal data are processed on the part of the customer, the customer must ensure through suitable agreements with his / her employees and / or organizational measures that they comply with the relevant data protection regulations in the currently applicable version, in particular those of Regulation Basic Regulation, GDPR) as well as the BDSG or the LDSG are sufficient.

7. Regulations on Advertisements by the Customer

- 7.1. Advertisements by the customer in accordance with section 5 are placed in the portal by the customer via his account. The duration of the advertisements depends on the booked product and the duration shown there. After this time, the KIT is entitled to place the advertisement offline, but not obliged.
- 7.2. The customer guarantees that he / she has all rights required to place the advertisement. The customer bears sole responsibility for the content and legal admissibility of the text and image documents made available. Within the scope of this contract, he / she releases KIT from all third-party claims that may arise due to the violation of relevant statutory provisions by the customer, insofar as KIT has not caused the violation intentionally or through gross negligence. Furthermore, the KIT is released from the costs of the necessary legal defense. The customer is obliged to support KIT in good faith with information and documents in legal defense against third parties.
- 7.3. The customer guarantees that all information posted by him in the portal or transmitted to KIT for posting is free from third party rights. The customer will compensate the KIT for any damage resulting

from a violation of this regulation. With the order, the customer confirms that he holds all rights of use, copyrights and other rights to the documents and data etc. provided by him or that he can freely dispose of them.

7.4. The customer grants KIT all rights of use and usage for advertising in print and online media of all kinds that are necessary to fulfill the obligations incumbent on KIT. In particular, the customer grants KIT the non-exclusive, spatially and temporally unlimited, transferable, sublicensable and free right to use the logo and other provided works and authorizes KIT to use it on the Internet, and grants all necessary copyright and other rights of use Rights, in particular the right to reproduce, disseminate, transmit, broadcast, make publicly available, extract from a database and access, in terms of time and content to the extent necessary for the implementation of the product contract. The granting of the above Rights is locally unlimited. This right also extends to software providers insofar as KIT uses them to fulfill contractual obligations and thus also the right to store the content on their servers. The customer is solely responsible for the content and the legal admissibility of the text and image documents made available. The KIT and, if applicable, the software providers do not check the content for completeness, correctness, legality, topicality, quality and suitability for a specific purpose. Insofar as third parties assert rights against KIT in relation to the content, the customer shall indemnify KIT from any claims, insofar as KIT was not responsible for the violation intentionally or through gross negligence.

7.5. KIT and any software providers consulted by KIT reserve the right to remove or not publish / use content, in particular advertising material, of the customer if the content to be published violates laws, official or judicial orders or requirements, rights of third parties offend morality or the regulations set out in the product contract ("Inadmissible Content"). This also applies insofar as links are set in the information published or to be published by the customer that lead directly or indirectly to pages with inadmissible content. The customer's obligation to pay remains unaffected. The KIT will inform the customer about the removal or non-publication. The customer is at liberty to set a display that corresponds to the specifications for the remaining term. The right to extraordinary termination of the product contract remains unaffected.

The obligations of KIT to remove such inadmissible content are based exclusively on the statutory provisions. However, at the request of the customer, the KIT will delete inadmissible content insofar as this is not possible for the customer himself. Insofar as claims are made against KIT for inadmissible content or other legal violations for which the customer is responsible, the customer releases KIT upon first request, provided that KIT was not responsible for the violation intentionally or through gross negligence. Furthermore, the KIT is released from the costs of the necessary legal defense. The customer is obliged to support the KIT in good faith with information and documents in its legal defense against third parties.

7.6. Inadmissible content / prohibited activities:

Content that violates laws, official or court orders or requirements, rights of third parties, good morals or the regulations set out in the product contract is prohibited.

a. In particular, the following actions by the customer are prohibited:

- The posting, distribution, offering and advertising of pornographic content, services and / or products that violate youth protection laws, data protection law and / or other rights and / or are fraudulent;
 - the use of content that offends or slanders other participants or third parties;
 - the use, provision and distribution of content, services and / or products that are legally protected or encumbered with third-party rights (e.g. copyright law) without being expressly authorized to do so.
- b. Furthermore, regardless of a possible violation of the law, the following activities by the customer are prohibited when disseminating or posting their own content, for example on platforms, as well as when communicating with other participants (e.g. by sending personal messages):
- the spread of viruses, Trojans and other harmful files;
 - sending junk or spam mail as well as chain letters;
 - the dissemination of suggestive, offensive, sexually influenced, obscene or defamatory content or communication of such as well as content or communication that is / is suitable to promote or support racism, fanaticism, hatred, physical violence or illegal acts (each explicitly or implicit);
 - harassing other participants, e.g. through multiple personal contact without or against the reaction of the other participant as well as promoting or supporting such harassment;
 - asking other participants to reveal passwords or personal data for commercial or illegal or unlawful purposes;
 - the distribution and / or public reproduction of the content available on the platform, unless this is expressly permitted by the respective author.
- c. Any action that is likely to impair the smooth operation of platforms, in particular to excessively burden the systems of KIT or the software provider involved by KIT, is also prohibited.

- d. If there is a suspicion of illegal or criminal acts, the KIT, but also the software provider, are entitled and, if necessary, also obliged to review all activities and, if necessary, to initiate suitable legal steps. This can also include forwarding the facts to the public prosecutor's office.
 - e. The customer for his part undertakes to ensure that the participants in the portal do not take any actions that violate a) to c).
 - f. Furthermore, the following content is excluded in any case:
 - Content that violates the reputation and dignity of KIT or the public administration and the state,
 - Content with party-political content, especially election advertising,
 - Advertisements for participation in illegal structured sales (§ 16 UWG) or for membership in an association or another association / society,
 - irrelevant content, such as Contests, events without career reference or pure promotions
- 7.7. The customer undertakes to clearly include the type, activity and requirement description of the activities advertised in the advertisement in the advertisement. In particular, he will make it clear what type of job it is (either dependent employment or internship). Advertisements for self-employed activities are not permitted. The information must be correct and must not be misleading or ambiguous.
- 7.8. The provisions of the General Equal Treatment Act must be observed.
- 7.9. The job advertisement may only be linked to the customer's website. This website must meet the minimum legal requirements and, in particular, have an imprint that corresponds to the legal principles and principles developed by case law.
- 7.10. KIT is entitled to judge at its own discretion whether there has been a violation of these requirements. In the event of a violation, it is entitled to terminate the relevant job offer with the consequences of no. 7.5 to remove or not to publish.
- 7.11. The customer is aware that content published on the Internet is searched by search engines or other third parties and that these search engines can archive the published content on their own. If an advertisement is archived by a search engine, KIT is not responsible for this and requests for deletion of the archived data must be addressed by the customer to the search engine provider or the third party.
- 7.12. The KIT does not assume any responsibility for information placed on the portal by the customer (e.g. logo, advertising text) beyond the obligations expressly agreed here and is in particular not obliged to keep it after the respective product contract has expired or to the customer (s). to return in.
- 7.13. In particular, the KIT is entitled to routinely monitor the electronic data traffic and to store the log files obtained therefrom in accordance with the statutory retention regulations applicable to the KIT with its own customary care.
- 7.14. If the customer is requested to refrain from certain information or representations in connection with information or representations of the advertisements or information published in the portal, or if he / she has already issued a declaration of cease and desist with regard to certain information or representations or has a If a corresponding temporary injunction, a judgment or another court decision or official order is served, the customer is obliged to inform KIT immediately in writing. The customer exempts KIT from all related third party claims and will compensate KIT for any damage to KIT, unless KIT culpably neglects to avert the damage in accordance with these GCC.

8. Application data

- 8.1. The data of users who register in the portal are strictly confidential and may only be used by the customer in accordance with the relevant data protection regulations in the currently applicable version, in particular those of Regulation [EU] 2016/679 (data protection Basic Regulation, GDPR) as well as the BDSG or the LDSG. The customer undertakes to comply with all data protection regulations. In particular, the customer guarantees the implementation of the information obligations vis-à-vis the data subjects, the implementation of the rights of the data subjects and compliance with the data protection regulations for data transfer outside the scope of the European Union.
- 8.2. The use of the application database by the customer may only be used for the above Purpose in accordance with paragraphs 1, 3 and the job exchange service description for the application database. In the event of a violation, the KIT reserves the right to block the customer's account and to block the customer's access to application data.
- 8.3. The contact to the users is to be established exclusively via the intended function. The customer does not create copies of the personal data provided by the users in the portal without first obtaining their consent.
- 8.4. The establishment of contact between the users and the customer is technically supported by the portal, but the success of this establishment of contact - in particular the availability of the users via this instrument - are not part of the service obligations of the KIT. Any subsequent application process

- is not the subject of this contract, but is reserved solely for the parties involved, i.e. the customer and the users.
- 8.5. The KIT also reserves the right to prevent the customer from contacting specific candidates via the portal at the request of these candidates.
 - 8.6. The KIT guarantees neither a certain number of user profiles nor feedback from interested users.
 - 8.7. KIT is not liable for the correctness and completeness of the data and information uploaded by users. KIT does not check the identity or the correctness of the information provided by the users. The entry is made exclusively by the respective user and in his / her own responsibility.
 - 8.8. Downloads of files that users upload to the portal themselves are at the customer's own risk. The KIT assumes no liability for damage that arises through downloading, installing, saving or using documents, software or the content of our website through no fault of the KIT. Although the KIT uses current virus scan programs, the KIT does not assume any liability for damage or malfunctions caused by malware, computer viruses, computer worms, etc.
 - 8.9. Access to the application database is reserved exclusively for the customer. The customer undertakes to treat the access data to the application database as well as all information stored there, in particular personal data of the users stored there, with strict confidentiality, exclusively for the purpose specified in the respective product contract and before access to be protected by third parties. A transfer of information stored on the portal to third parties is excluded.
 - 8.10. If a user deletes or changes his / her profiles or data or parts thereof, in particular his / her résumé, these are automatically deleted from the application database for data protection reasons.
 - 8.11. The application database may not be used to search for users using search criteria that violate the AGG (General Equal Treatment Act).

9. Software

Within the framework of the basic and product contract, there is no transfer of ownership or usage rights, nor the granting of licenses or other rights to the software of the portal from the KIT to the customer. KIT reserves all rights to the software used, to labels, titles, brands and copyrights and other commercial rights. These remain with KIT without restriction.

10. Liability

- 10.1. The liability of the contractual partners is limited to property damage and financial damage caused by intent and gross negligence.
- 10.2. Notwithstanding no. 10.1 the contracting parties are liable for breach of essential contractual obligations for intent and negligence.
Essential contractual obligations are those obligations that protect the contractual partners' legal positions that are essential to the contract and that are to be granted to them according to the content and purpose of the contract. Furthermore, such contractual obligations are essential, the fulfillment of which enables the proper execution of the contract and which the contractual partner could regularly rely on to be observed.
- 10.3. Notwithstanding no. 10.2 In the event of a breach of essential contractual obligations in the case of simple negligence, liability is limited to foreseeable, direct and contract-typical damage.
- 10.4. The exclusions and limitations of liability do not apply to claims under the Product Liability Act, due to fraudulent behavior, from liability for guaranteed characteristics and from injury to life, limb or health.
- 10.5. A contractual penalty or lump-sum compensation is excluded and is not part of this contract.
- 10.6. Insofar as liability is excluded or limited according to the above regulations, this also applies to the liability of the legal representative and the vicarious agents of the contractual partners.
- 10.7. Insofar as a stand / advertising space is part of the product, the following applies: The customer assumes the obligation to maintain safety for his / her stand / his / her advertising space in the internal relationship with KIT. If a claim is made against KIT for damage resulting from a breach of the customer's duty to maintain safety, the customer must indemnify KIT against all third-party claims and all costs incurred by KIT. This does not apply if the claim is based on willful or grossly negligent behavior by KIT.

11. Confidentiality

- 11.1. Unless otherwise expressly regulated in the present GCC, the customer and the KIT will not exchange any confidential information within the framework of the basic contract.
- 11.2. The KIT and the customer will treat as confidential all information and items received from the other partner within the framework of the product contract and marked as confidential vis-à-vis third parties. Oral information is only to be treated as confidential if it is designated as confidential in the notification and then summarized in writing, marked as confidential and transmitted to the other

contractual partner within 30 days of notification. The confidentiality obligation applies up to three (3) years after the termination of the respective product contract, unless otherwise stipulated in these GCC.

- 11.3. Information in the form of personal data from users (e.g. information from users from profiles and résumés) is deemed to be confidential information within the meaning of the underlying contract and are to be treated as strictly confidential by the customer for an unlimited period of time, to be used exclusively for the purpose specified in the contract and not to be passed on to third parties.

The above-mentioned confidentiality obligation does not exist if and to the extent that the information / objects concerned

- are generally known or
- become generally known through no fault of the partner concerned or
- was or will be obtained from a third party without any obligation of confidentiality or
- already exist with the partner concerned or
- have been or are being developed independently by the receiving partner independently of the message.

Insofar as information has to be released due to the law or an official / judicial order, this disclosure does not constitute a violation of the confidentiality obligation. Clause obligation unaffected.

12. Term and Termination

12.1. Basic contract:

The basic contract comes into force when the contract is concluded and is concluded for an indefinite period. It can be terminated at any time by ordinary notice giving 14 days' notice to the end of the month. It is equivalent to a proper termination by the customer if he / she deletes his / her account. The right to extraordinary termination remains unaffected.

12.2. Product contract:

- a. The term of the product contract comes into effect when the product contract is concluded and ends after the term specified in the respective product. A possible termination of the basic contract does not affect the term of the product contract and all related rights and obligations.
- b. If there is an important reason, KIT and the customer have the right to extraordinary termination of the product contract. An important reason justifying termination without notice exists in particular if compliance with the deadlines proves to be impracticable due to unforeseeable and / or inevitable events, in particular cases of force majeure, official requirements or legal prohibitions.
- c. In the event of termination, the KIT will no longer perform any further contractual services from the time of termination.
- d. If a contractual partner is responsible for the termination without notice, it is obliged to return the services received from the other contractual partner, whereby the consideration granted by him is to be offset at its market value. If the contractual partner who is obliged to reimburse is unable to reimburse due to the nature of the services received or for other reasons, he / she has to compensate the market value of the services received. The contractual partner entitled to terminate the contract without notice retains the right to claim further damage.

13. Transfer of Right and Obligations

Rights and obligations from this contract - unless otherwise stipulated in the contract - can only be transferred to third parties or left for exercise with the prior written consent of the other contracting party.

14. Good conduct

- 14.1. KIT and the customer are obliged to comply with German laws and regulations, in particular the relevant anti-corruption regulations. In addition, they commit themselves to responsible and ethical behavior towards employees, society and the environment. Any additional regulations of a contracting party in connection with ethics and the prevention of corruption require the express written contractual inclusion in the contract in order to apply to the other contracting party.

- 14.2. As a corporation under public law, KIT is committed to absolute integrity and neutrality. When initiating and executing this contract, the customer therefore undertakes to refrain from anything that could call this integrity and neutrality into question; in particular, he / she will give the KIT and its employees any appearance of possible influence on its performance of administrative actions fail. With regard to university autonomy, he / she will ensure that there is no inadmissible influence on academic or scientific matters of KIT.

- 14.3. The contracting parties are required to consider the interests of the other contracting party that are worthy of protection, in particular their reputation. The stated obligations continue to apply even after the termination of this contract.
- 14.4. The contracting parties will inform each other immediately of all circumstances that could be of importance for the implementation of this contract.

15. Publication of the Grant

The customer is aware that KIT as a public corporation must meet the requirements of the joint arrangement of the ministries for the promotion of activities of the state through private services (AnO sponsoring). Against this background, the customer declares that he / she agrees that the KIT reports the type and amount of the grant, the intended use and the customer to the state government and the MWK and the relevant ministries these data with regard to product contracts to be concluded publish in the report of the state government on grants received, insofar as the AnO sponsoring is relevant in the specific case.

During the ordering process, the customer declares whether he / she has personal data within the meaning of the Baden-Württemberg State Data Protection Act or the General Data Protection Regulation transmits and declares his / her consent to publication in the aforementioned sense by confirming the associated declaration of consent. The customer can refuse this consent. In this case the donation will be published anonymously.

16. Data protection

The relevant data protection regulations in the currently valid version, in particular those of Regulation [EU] 2016/679 (General Data Protection Regulation, GDPR) as well as the BDSG and the LDSG, must be observed by the partners. The exchange of personal data between the partners is limited to the contractually stipulated data as well as personal data of employees of the partners, insofar as their processing is necessary for the execution of the contract.

17. Final provisions

- 17.1. All previous agreements between the contractual partners on the respective subject matter of the contract are replaced by this contract; verbal side agreements do not exist.
- 17.2. Rights and obligations from the contract can only be transferred to third parties or left to exercise with the prior written consent of the other.
- 17.3. The contracting parties will try to amicably resolve any differences of opinion that may arise. Otherwise, Karlsruhe is agreed as the place of jurisdiction and German law applies to the exclusion of the UN sales law.
- 17.4. Should individual provisions of this contract be or become ineffective in whole or in part, this does not affect the effectiveness of the rest of the contract. In this case, the contracting parties undertake to retrospectively replace the ineffective or unenforceable provision with an effective or enforceable provision that comes as close as possible to the sense and purpose of what is economically intended. The same applies in the event of a loophole.
- 17.5. The service descriptions belonging to the respective concluded product contract specify the above Products. They are an integral part of the agreement. In the event of contradictions between these GCC and the regulations mentioned in the service descriptions, which cannot be eliminated by interpretation, the contractual regulation applies first, then the contractual regulation in the service description.