

PRODUCTSUP PARTNER PROGRAM
REGIONAL SCHEDULE
EMEA

This Regional Schedule is entered into by the Parties as of the Effective Date subject to the General Partnership Agreement and the applicable Partnership Specification Form. This Regional Schedule specifies certain terms of the General Partnership Agreement.

I. Limitation of Liability

Any and all claims for damages and reimbursement of expenses of either Party (hereinafter “**Claims For Damages**”), irrespective of the legal grounds shall be excluded. This shall not apply to (i) Claims For Damages based on loss of life, bodily harm, injury or illness caused by culpable conduct, (ii) Claims For Damages resulting from an intentional or grossly negligent breach of duty by either Party, its statutory representatives or vicarious agents (*Erfüllungsgehilfen*), (iii) Claims For Damages by reason of a liability under the Product Liability Act (*Produkthaftungsgesetz*), (iv) either Party’s indemnification obligations under this Agreement, and (v) Claims For Damages due to a breach of essential contractual obligations. Essential contractual obligations are contractual obligations which must be fulfilled in order to duly execute the contract; accordingly, a Party generally relies and may rely on the compliance with these obligations. In case of a breach of essential contractual obligations, either Party shall only be liable for foreseeable damages typical of the contract, unless the Claims For Damages of the Client are based on loss of life, bodily harm, injury or illness, or on intent or gross negligence.

2. Choice of Law and Forum

The Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of Germany without reference to conflicts of law principles. The Parties agree that any disputes under the Agreement shall be brought in the competent courts located in Berlin, Germany. The Parties hereby consent to and waive defenses of the personal and exclusive jurisdiction and venue of these courts. Notwithstanding anything in the foregoing, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

3. Data Protection

Each Party must ensure that any personal data shared with the other Party subject to an applicable Go-to-Market Schedule is shared strictly in accordance with the applicable data protection laws. No Party intends to process personal data on behalf of the other Party.