Halocline Web & XR Terms of Use

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This English version is a convenience translation. The German version is legally binding (see E.8 paragraph 2).

A. General

A.1 Scope

1. The business relationship between Halocline GmbH & Co. KG, Netter Platz 3, 49090 Osnabrück (hereinafter "Halocline") and the customer (hereinafter "Customer") concerning the online service Halocline Web & XR is governed exclusively by the following Terms in the version valid at the time of contract conclusion. Deviating terms of the Customer or of third parties are not recognized unless Halocline expressly consents to their application in text form.
2. Halocline's offering is directed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Consumers within the meaning of Section 13 BGB are excluded from use.
3. Unless otherwise agreed, these Terms in the version communicated also apply as a framework agreement to similar future contracts, without Halocline having to refer to them separately.
4. The Service contains components that are licensed as open-source software. The affected components and their license terms can be viewed in the application. These Terms apply only to components that are not licensed as open-source software.
5. Separate license terms apply to Halocline Desktop; these Terms do not apply to Halocline Desktop.

A.2 Definitions

1. **Service** means the online service Halocline Web & XR operated by Halocline, which is used via the web browser and via apps for mobile devices (in particular VR/XR headsets), including documentation, in the version provided from time to time.
2. **Product Description** means the description published by Halocline of the functional scope of the Service per contract type, available at https://halocline.io/en/product-description.
3. **Customer** is the organization (company, institution or other legal entity) for which the Service is used. Halocline's contracting party is always the organization, not the natural person acting.
4. **Users** are natural persons who use the Service for the Customer, in particular its employees and employees of affiliated companies pursuant to Section 15 of the German Stock Corporation Act (AktG).
5. **Account** means the user account of a User maintained with Halocline that is assigned to the Customer's organization.
6. **Admin** is a User designated by the Customer who creates, assigns and removes Users for the Customer.
7. **Seat** means an access to the Service that the Customer assigns to a User (B.2).

8. **Customer Content** means all data that the Customer or its Users create, upload or store in the Service, in particular layouts, planning data, 3D models and associated files.
9. **Contract type** means the variants governed in Part C: paid contract (C.1), free contract (C.2, also "Free") and educational license (C.3, also "Educational"); the trial period under C.4 is not a separate contract type.
10. **Price List** means the price list published by Halocline, available at https://halocline.io/en/pricing; for contracts concluded by way of an offer, the prices of the offer take its place.

A.3 Conclusion of Contract

1. Paid contracts are concluded by acceptance of an offer from Halocline in text form or via the online ordering process under paragraph 4.
2. Free contracts are concluded via the online registration process under paragraph 4 or by a switch under C.1.3 paragraph 4. Contracts for the contract type educational license are concluded in accordance with Part C.3.
3. Online registration and online ordering take place exclusively via Halocline's website. Registration is not possible in the apps for mobile devices; they are used with the existing Account.
4. In the online process, the User, by submitting the completed form, makes an offer to conclude the contract on behalf of the Customer. Before submitting, the User can identify and correct the entries using the functions provided for this purpose. Halocline confirms receipt of the registration or order without undue delay by email; the contract is concluded upon activation of the Account or, where an Account already exists, upon activation of the ordered service. The contract text is stored by Halocline and transmitted to the Customer with the confirmation in a storable form.
5. By submitting, the User affirms that the User is acting for the specified Customer and is authorized to conclude contracts of this kind for it, and that the Customer is not a consumer.
6. The contract can be concluded in German or English; in the event of contradictions, E.8 paragraph 2 applies.

A.4 Order of Precedence

Contractual agreements apply in the following order of precedence: (1) individual agreements between the parties, (2) the offer or the order, (3) the special provisions of the respective contract type (Part C), (4) the provisions on the Service (Part B), (5) the general provisions (Parts A, D, E), (6) the documents referred to (Product Description, Service Level Agreement, Data Processing Agreement), (7) statutory provisions. In matters of data protection, the Data Processing Agreement takes precedence over these Terms.

A.5 Account and Access Credentials

1. Use of the Service requires an Account. Each Account is assigned to one natural person and may not be shared with other persons.
2. The Customer ensures that its Users keep the access credentials secret, protects its Accounts and devices against unauthorized access by third parties and informs Halocline without undue delay if there is a suspicion that access credentials have become known to third parties or that an Account is being misused.

3. The Customer designates at least one Admin who can assign Seats. Acts of the Users are attributed to the Customer.
4. Halocline may temporarily suspend an Account or the Customer's access if there are specific indications that the use violates these Terms or applicable law, that Customer Content infringes third-party rights or that the security or availability of the Service is at risk. Halocline may also suspend access if the Customer is in default with a payment due despite a reminder setting a period of 14 days. Halocline informs the Customer of the suspension and lifts it as soon as the reason has ceased to exist.
5. Halocline may delete organizations with a free contract all of whose Accounts have not been used for more than twelve months, including their Accounts, after prior notice by email with a notice period of 30 days. The contract ends upon deletion; B.5 applies to the Customer Content.

B. The Service

B.1 Provision

1. Halocline makes the Service available to the Customer for use via the internet for the duration of the contract. Use takes place via a current web browser and via apps for mobile devices, in particular VR/XR headsets. The apps are additionally subject to the platform terms of the respective platform operator (e.g. Meta), over which Halocline has no influence.
2. The place of performance is the router exit of the data center used by Halocline (handover point). The Customer is responsible for the connection from the handover point to the Customer's devices, for the devices themselves (including VR/XR headsets) and for meeting the system requirements stated in the Product Description.
3. The functional scope of the Service is set out in the Product Description for the respective contract type. Halocline continuously develops the Service further and is entitled to change it to an extent that does not materially impair the purpose of the contract. If a feature stated in the Product Description is removed or restricted, E.7 paragraph 5 applies; for free contracts, C.2.4 applies. Material changes to functions are communicated to the Customer at an early stage. Delivery of the source code is not owed.
4. Halocline secures the Service against unauthorized access by technical and organizational measures in accordance with the state of the art. The measures are described in the Data Processing Agreement.

B.2 Seats

1. The Service is licensed by Seats. The number of Seats is set out in the offer, the order or, for free contracts, the Product Description.
2. Each Seat entitles one User to use the Service. The Customer's Admin may assign Seats to other Users at any time; a User can access the Service only via a Seat assigned to that User. At no time may more Users have a Seat assigned than Seats are contractually agreed.
3. For paid contracts, the Customer may increase the number of Seats at any time; the additional Seats are charged pro rata until the end of the current contract term. A reduction is possible as of the end of the respective contract term.

B.3 Customer Content

1. The rights in the Customer Content remain with the Customer. The Customer grants Halocline the non-exclusive right to store, transmit, reproduce and technically process Customer Content solely for the purpose of providing the contractual services, including the creation of backup copies.
2. The Customer is responsible for the Customer Content. The Customer ensures that it is entitled to use the Customer Content in the Service, that the Customer Content does not infringe any third-party rights or violate any statutory provisions and does not contain any malware. The Customer indemnifies Halocline against third-party claims based on a breach of these obligations, including the reasonable costs of legal defense.
3. Halocline does not take note of Customer Content unless this is necessary for the provision of the services, for the remediation of disruptions, at the Customer's instigation (for example in support) or due to a statutory obligation.
4. Halocline backs up the Customer Content regularly in accordance with the procedure described in Annex 3 no. 1.6 of the Data Processing Agreement; this also applies to Customer Content without personal reference.
5. Storage quotas and other usage limits are set out in the Product Description for the respective contract type.

B.4 Availability and Maintenance

1. Paid contracts are subject to Halocline's Service Level Agreement in the version agreed from time to time pursuant to E.7, available at https://halocline.io/en/sla. It governs availability, maintenance windows and support response times.
2. For free contracts and educational licenses, Halocline does not owe any specific availability. Halocline makes reasonable efforts to ensure disruption-free operation and announces planned maintenance work in the Service where possible.

B.5 Termination, Export and Deletion

1. Upon termination of the contract, the access of the Customer and its Users to the Service ends. The Customer must export Customer Content that it continues to need before the end of the contract using the export functions of the Service (E.3 paragraph 2).
2. Upon request, Halocline makes the Customer Content available to the Customer for retrieval in a common format after the end of the contract. The request must be made in text form within 30 days after the end of the contract; Halocline then provides the Customer Content within 10 working days. Halocline charges no fees for this. Section 9 of the Data Processing Agreement remains unaffected.
3. After expiry of the period for the request under paragraph 2 or, where a request was made, after the provision, Halocline deletes the Customer Content from the active systems within one month, unless statutory retention obligations preclude this. Backup copies are overwritten in the regular backup cycle and no longer exist at the latest 379 days after deletion from the active systems; deleted data are not restored from backups. Section 9 of the Data Processing Agreement remains unaffected.
4. For personal data, the Data Processing Agreement applies in addition.

B.6 Switching Providers

The Customer may request in text form, with a notice period of two months, that Halocline support the switch to another provider or to its own infrastructure, or delete its exportable data. Halocline supports the switch within 30 calendar days and thereafter keeps the Customer Content available for retrieval for at least 30 calendar days. Customer Content can be exported in the formats that the Service provides for export. Halocline charges no fees for the switch.

C. Contract Types

C.1 Paid Contracts

C.1.1 Subject Matter of the Contract. The subject matter of the contract is the provision of the Service against payment, limited to the contract term, in the functional scope stated in the offer or in the order with the agreed number of Seats, together with the grant of the rights required for use in accordance with the contract pursuant to E.1.

C.1.2 Remuneration and Payment. The amount of the remuneration is set out in the offer or the online ordering process. Unless otherwise agreed, the remuneration for the respective contract term is invoiced in advance and is due within 14 days of receipt of the invoice without deduction. All prices are net plus statutory value added tax. In the online ordering process, the User places the order by submitting the order form (A.3 paragraph 4).

C.1.3 Contract Term and Termination.

1. The contract term begins on the date stated in the offer, otherwise upon activation of the ordered Seats.
2. The term is determined by the offer or the order. Contracts renew automatically for the agreed term unless terminated by either party with the agreed notice period as of the end of the respective term. In the absence of a specification, the term is twelve months and the notice period three months.
3. The right to termination for cause remains unaffected. Notices of termination must be in text form.
4. A paid contract is not automatically continued as a free contract after its termination; the Customer may choose a switch to a free contract in the Service until the end of the contract, but not after a termination for cause by Halocline. If the Customer so chooses, C.2 and the limits of the Product Description for free contracts apply from the end of the contract. C.2.4 paragraph 2 applies to Customer Content exceeding the quota.

C.1.4 Price Change upon Automatic Renewal.

1. Halocline is entitled to adjust the remuneration as of the time of the automatic renewal.
2. Notice of a price change is given in text form no later than four weeks before the start of the new contract period.
3. If the Customer does not agree to the price change, it may terminate the contract without observing a notice period until the expiry of the current contract period. If no termination is declared, the contract renews on the changed terms; Halocline points this out in the notice.

C.1.5 Warranty and Liability.

1. Halocline's warranty does not extend to damage or disruptions caused by the Customer culpably violating these Terms.

2. If a defect occurs in the services provided by Halocline, Halocline will, at its option, either remedy it within a reasonable time or perform the service complained of again free of defects (subsequent performance). Whether a shortfall in availability constitutes a defect is determined by the Service Level Agreement.
3. Halocline is liable for damages or reimbursement of futile expenses without limitation in the event of intent or gross negligence, for injury to life, body or health, in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz), to the extent of a guarantee assumed by Halocline and in the event of fraudulent intent.
4. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (material contractual obligation (cardinal obligation)), Halocline's liability is limited in amount to the damage that is foreseeable and typical for the type of transaction. The same applies in the event of default by Halocline as debtor or impossibility of performance for which Halocline is responsible.
5. In the cases of paragraph 4, liability per contract year is limited in total to 100 % of the remuneration owed for that contract year, but at least to EUR 10,000. Liability for the loss of Customer Content is furthermore limited to the effort required for restoration from the last backup made in accordance with the contract pursuant to B.3 paragraph 4. Paragraph 3 remains unaffected.
6. Halocline is not liable for disruptions outside the handover point under B.1 paragraph 2, for the Customer's devices and network connection, for third-party platforms (in particular platform operators of devices) or for damage caused by force majeure or comparable events (in particular strike, pandemic, official order, failure of third-party telecommunications networks). Paragraph 3 remains unaffected.
7. Halocline's liability irrespective of fault for defects existing at the time of contract conclusion (Section 536a paragraph 1 BGB) is excluded. Paragraphs 3 and 4 remain unaffected.
8. Halocline has no further liability. The above limitations also apply to the personal liability of Halocline's employees, representatives and corporate bodies.

C.2 Free Contracts

C.2.1 Subject Matter of the Contract. The subject matter of the contract is the provision of the Service free of charge in the functional scope set out in the Product Description for free contracts, including the number of Seats and storage quotas stated there, together with the grant of the rights required for use in accordance with the contract pursuant to E.1.

C.2.2 Legal Nature. The provision is made free of charge in accordance with the provisions on gratuitous loan (Leihe) (Sections 598 et seq. BGB). Sections 599 and 600 BGB apply.

C.2.3 Use. Free contracts also permit use for commercial purposes. Use is restricted to the limits stated in the Product Description (in particular Seats, storage quota, functions, fair-use rules). Creating multiple Accounts or organizations to circumvent these limits is not permitted.

C.2.4 Modification and Discontinuation.

1. Halocline may change the functional scope, the Seats and the storage quotas of free contracts with a notice period of one month, or discontinue the offering of free contracts. Notice is given by email to the Customer's Admins and by notice in the Service.

2. If Customer Content exceeds a quota of free contracts, the Customer Content created first counts toward the quota. The remaining Customer Content is retained; the Customer can view, edit, export and delete it. The Customer can create new Customer Content only once the quota is complied with again.

C.2.5 Term and Termination. The contractual relationship begins upon activation of the Account. It runs for an indefinite period and may be terminated by the Customer at any time without observing a notice period, and by Halocline with a notice period of one month in text form. Deletion of the organization by the Customer is deemed a termination. A switch to a paid contract is possible at any time via an offer or the online ordering process; the free contract ends when the paid contract begins.

C.2.6 Warranty and Liability.

1. Halocline gives no warranty that the Service, beyond the functional scope set out in the Product Description, has specific functions, meets the Customer's requirements, runs without disruptions and errors or is compatible with third-party software or devices.
2. Subject to paragraph 3, Halocline is liable for material defects and defects of title, irrespective of the legal ground, only to the extent that Halocline has fraudulently concealed the defect.
3. Halocline is liable for damages or reimbursement of futile expenses without limitation in the event of intent or gross negligence, for injury to life, body or health, in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz), to the extent of a guarantee assumed by Halocline and in the event of fraudulent intent.
4. To the extent that the provisions on gratuitous loan (Leihe) do not apply to the contractual relationship, Halocline's liability for a slightly negligent breach of a material contractual obligation (cardinal obligation) is limited to the foreseeable damage typical for the contract; liability for the loss of Customer Content is limited to the effort required for restoration from the last backup made in accordance with the contract pursuant to B.3 paragraph 4.
5. There is no further liability. The above limitations also apply to the personal liability of Halocline's employees, representatives and corporate bodies.

C.2.7 Support. There is no entitlement to support. Halocline provides documentation and help articles at https://helpdesk.halocline.io.

C.3 Educational License

C.3.1 Eligible Institutions. The contract type educational license is open to universities, vocational schools, research institutions and comparable institutions that use the Service for purposes of teaching, study or non-commercial research (hereinafter "Institution"). Halocline decides on admission on a case-by-case basis.

C.3.2 Conclusion of Contract. The Institution applies for the contract type educational license via the form provided for this purpose or by email. Halocline reviews the application and may submit to the Institution an offer free of charge. The contract is concluded when a person authorized to represent the Institution (as a rule the Institution's administration or a person authorized by it) accepts the offer in text form; the accepting person affirms that they are authorized to conclude the contract for the Institution. The Customer is the Institution. Students use the Service as Users under the Institution's organization and receive Seats from its Admin. If members of an Institution register via the website, this is an application

for assignment to that Institution and not a conclusion of contract; access is only set up once the Institution is a Customer and has activated the person as a User, or Halocline activates the person after confirmation by the Institution.

C.3.3 Subject Matter of the Contract. The subject matter of the contract is the provision of the Service free of charge in the functional scope set out in the Product Description for the contract type educational license with the number of Seats stated in the offer. Changes to the number of Seats are made by way of an amended offer. E.1 paragraph 1 applies with the proviso that no rights are granted to affiliated companies. C.2.2 applies accordingly.

C.3.4 Purpose Limitation. The Service may be used exclusively for educational and non-commercial research purposes. Any direct or indirect use for commercial or other profit-oriented purposes is prohibited; this also applies to research and development projects that are financed or commissioned in whole or in part by companies. Paid and free contracts are available for such purposes.

C.3.5 Assurance and Consequences of Use Contrary to the Purpose. The Institution assures that the requirements under C.3.1 are met and that use remains limited to the purposes under C.3.4. If it turns out that the Service has been used for other purposes, Halocline may terminate the contract for cause and demand, for the Seats used contrary to the purpose and for the period of the use contrary to the purpose, the remuneration according to the Price List for paid contracts; E.2 does not apply in addition. Further claims remain unaffected.

C.3.6 Term and Termination. The contractual relationship begins upon activation. It runs for an indefinite period and may be terminated by either party by ordinary termination with a notice period of three months in text form.

C.3.7 Support. Halocline handles support requests from the Institution at its own discretion. Support requests must be submitted via https://helpdesk.halocline.io.

C.3.8 Warranty and Liability. C.2.6 applies.

C.4 Trial Period

C.4.1 Subject Matter. Halocline may offer the Customer a free, time-limited trial period in which the Customer can use the Service in the functional scope of a plan for paid contracts stated in the Product Description (hereinafter "trial period"). The trial period is not a separate contract type; it requires a free or paid contract or establishes a free contract in accordance with A.3.

C.4.2 Start and Duration. The trial period begins when an Admin selects it in the Service or when Halocline activates it by arrangement in text form. It lasts 14 days unless otherwise agreed in text form. Halocline may limit the trial period per Customer to one trial period per plan.

C.4.3 End. The trial period ends upon expiry of its duration without any termination being required. It does not automatically convert into a paid contract; such a contract is concluded only in accordance with A.3 paragraph 1. After the end of the trial period, the previous contract applies again, for free contracts with the limits of the Product Description.

C.4.4 Customer Content after the Trial Period. Customer Content from the trial period is retained; C.2.4 paragraph 2 applies to Customer Content exceeding the quotas of free contracts. Features of the trialed plan that go beyond the previous contract are no longer available after the trial period.

C.4.5 Warranty, Liability, Support, Availability. C.2.2, C.2.6 and C.2.7 apply to the trial period. The Service Level Agreement does not apply.

D. Beta Features

1. Halocline may make available to the Customer individual functions of the Service that are marked as "Beta", "Preview" or similar (hereinafter "Beta features"). Beta features are at the development stage, may not be fully functional and serve to trial new functionalities and to find errors. Use is voluntary.
2. The Customer acknowledges that Beta features may contain errors that can lead to malfunctions, interruptions and the loss of Customer Content, and that functions of a Beta version may not be included in later production versions. Before using Beta features on production data, the Customer must export the affected Customer Content.
3. Halocline is entitled at any time, after reasonable notice, to change or discontinue Beta features.
4. The Customer supports Halocline by providing feedback on the functioning and errors of the Beta features, for example via user surveys or error reports. Halocline may use feedback without remuneration for the further development of the Service.
5. For Beta features, irrespective of the contract type and in derogation from C.1.5, the liability provision under C.2.6 applies. Beta features are not subject matter of the Service Level Agreement.

E. General Provisions

E.1 Rights of Use

1. Upon conclusion of the contract, Halocline grants the Customer and the companies affiliated with it pursuant to Section 15 AktG the non-exclusive, non-transferable and non-sublicensable right, limited in time to the duration of the contractual relationship, to use the Service to the contractually agreed extent via the access points provided for this purpose. In the case of paid contracts, the grant of rights is subject to revocation until full payment of the remuneration.
2. The Customer is not entitled to use the Service beyond the contractually permitted use. In particular, the Customer may not make the Service available to third parties for use, may not operate it for third parties, may not reproduce, decompile or reverse engineer any components of the Service or of the apps, and may not use the Service in a manner that impairs its security, integrity or availability (in particular automated queries beyond the interfaces provided). The rights under Sections 69d, 69e of the German Copyright Act (UrhG) remain unaffected.
3. If Halocline provides new versions, updates or functions during the term, the above rights also apply to these.
4. Copyright notices and other markings of the Service may not be removed, altered or suppressed.

E.2 Overuse

1. If the Customer uses the Service beyond the agreed scope, in particular with more Users than Seats, the Customer must pay, for the period of the overuse, the remuneration for the excess scope according to the Price List valid at the time of the overuse. If the Customer is responsible for the overuse, the remuneration increases by a flat-rate surcharge of 100 % to compensate Halocline's monitoring and tracking effort. The Customer reserves the right to prove that Halocline has incurred no damage or substantially lower damage. The surcharge is credited against further claims for damages.

2. Halocline may determine the scope of use on the basis of the technical data arising in the Service (in particular the number of Accounts with an assigned Seat).

E.3 Obligations of the Customer

1. The Customer reports disruptions and defects of the Service to Halocline without undue delay. In doing so, the Customer takes into account Halocline's instructions for problem analysis to the extent reasonable and forwards to Halocline all information required for the remediation.
2. The Customer exports Customer Content on which it depends even after the end of the contract in good time before the end of the contract using the export functions of the Service.
3. The Customer ensures that its Users comply with these Terms.

E.4 Data Protection and Confidentiality

1. Information on the processing of personal data by Halocline is contained in the privacy notice at https://halocline.io/en/privacy/web-xr. Halocline informs the Customer in good time of material changes to the Service that affect the processing of personal data, by notice in the Service or by email to the Customer's Admins. Changes concerning sub-processors are governed by the procedure of the Data Processing Agreement.
2. To the extent that Halocline processes personal data on behalf of the Customer (in particular Customer Content and files attached to a support request), Halocline's Data Processing Agreement applies as an annex to these Terms in the version valid at the time of contract conclusion, available at https://halocline.io/en/dpa. In the online process, it becomes part of the contract through the Customer's confirmation; where the contract is concluded by way of an offer, it is attached to the offer. This applies to all contract types.
3. The parties treat all information that they receive from the other party in connection with the contractual relationship as confidential without limitation in time and use it only within the scope of the cooperation. The exceptions of Section 5 of the German Trade Secrets Act (GeschGehG) remain unaffected. Excluded from the obligation is information that was demonstrably already known to the recipient or subsequently becomes lawfully known from a third party, that is or becomes publicly known, or that must be disclosed due to a statutory obligation or an order of an authority or court; in the latter case, the recipient informs the other party in advance, to the extent permitted.

E.5 Export Control

The Service is subject to the applicable export control and sanctions regulations of the Federal Republic of Germany, the European Union and the United States of America, as amended from time to time. The Customer may not use the Service from countries or for persons, or make it accessible to Users, for which these regulations provide for a prohibition or an authorization requirement, without having obtained the required authorizations. The Customer affirms that neither it nor its Users are listed on a relevant sanctions list.

E.6 Support

For paid contracts, Halocline offers support in accordance with the Service Level Agreement in the version agreed from time to time pursuant to E.7, available at https://halocline.io/en/sla; it governs support hours, channels and response times. C.2.7 and C.3.7 apply to free contracts and educational licenses.

E.7 Amendments to these Terms

1. Halocline may amend these Terms with effect for the future. Halocline announces amendments to the Customer's Admins by email and to the email address specified at contract conclusion at least four weeks before they take effect and provides the amended version in a storable form.
2. The amended Terms become part of the contract if the Customer accepts them. Acceptance is effected by confirmation of an Admin at the next login after they take effect. Until acceptance, the previous version applies.
3. For free contracts and educational licenses, continued use of the Service after the amendments take effect is possible only after acceptance. If the Customer does not accept the amendments, either party may terminate the contract as of the time they take effect. Export of the Customer Content remains possible until the end of the contract.
4. For paid contracts, without acceptance the previous version continues to apply until the end of the current contract term; use is not restricted. The Customer may terminate the contract without observing a notice period until the expiry of the current contract term. If the Customer does not terminate by the expiry of the current contract term, the amended version is deemed accepted from the next renewal; Halocline points this out, and the right of termination, in the announcement.
5. Paragraphs 1 to 4 apply accordingly to amendments to the documents referred to (Product Description, Service Level Agreement, Data Processing Agreement), unless C.2.4 applies or the Data Processing Agreement provides for its own procedure, in particular for the engagement of sub-processors.
6. Irrespective of paragraphs 1 to 5, Halocline is entitled to adjust these Terms unilaterally if this is necessary due to a change in the legal or statutory situation or if the equivalence of performance and consideration is disturbed to a not insignificant extent by unforeseeable circumstances that Halocline did not cause and over which it has no influence, provided the adjustment is reasonable for the Customer.

E.8 Miscellaneous

1. References to persons in these Terms apply to all genders.
2. In the event of contradictions between different language versions, the German version prevails.
3. The Customer may assign rights under this contract to third parties only with Halocline's prior consent; Section 354a of the German Commercial Code (HGB) remains unaffected.
4. Amendments and supplements to these Terms as well as assurances and guarantees must be in text form. E.7 remains unaffected.
5. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
6. Should any provision of these Terms be invalid in whole or in part, the validity of the remaining provisions remains unaffected.
7. The place of jurisdiction is Osnabrück, provided the Customer is a merchant, a legal entity under public law or a special fund under public law. Halocline is entitled to also sue the Customer at the Customer's general place of jurisdiction. Mandatory jurisdiction under Article 24 of the Brussels Ia Regulation (EuGVVO) remains unaffected.

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