

Schedule 1 – Definitions applicable to the GTCs

1. *“Change of Control”* means the occurrence of any of the following events: (a) the acquisition by a Third Party of more than 50% of the voting interest in the company concerned or the direct or indirect acquisition of its parent company; (b) a merger by which the company concerned or its parent company is amalgamated with a Third Party or is absorbed by a Third Party; (c) the sale or transfer to a Third Party of a substantial part of the assets of the company concerned or its parent company.
2. *“Contractual Services”* means the services to be performed by BELLIN in accordance with the proposal, the GTCs and the accompanying schedules, including such services, tasks and responsibilities which are not expressly specified, but which are necessary for the proper execution and performance of the contractual services.
3. *“Industrial Property Rights”* includes any industrial property rights or other proprietary rights of any kind, whether current or acquired at a later date, such as patent rights, trademark rights, utility model rights, design rights, copyright or rights of use and exploitation, whether registered or unregistered, including the right to register such rights and know-how.
4. *“Parties”* means BELLIN and the relevant customer under the contract.
5. *“Personal Data”* means any information about an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
6. *“Release”* means a new program version of the BELLIN Software that contains new features. The Release may also contain corrected features.
7. *“Service Level Agreement (SLA) for SaaS Service”* means the performance requirements set out in **Schedule 3** which define the nature and scope of the Contractual Services in terms of location, timing, quality and quantity.
8. *“Software”* means the tm5 treasury management system software created and sold by BELLIN.
9. *“Staff”* comprises any staff used by BELLIN to perform the Contractual Services.
10. *“Text Form”* means the form specified for making declarations defined in Section 126b of the German Civil Code, e.g. by email.
11. *“Subcontractor”* means any party which assists BELLIN in fulfilling its obligations and which is not in an employment relationship with BELLIN.
12. *“Third Party”* means any natural or legal person or any other organization which is not a Party to the contract.
13. *“Update”* means a new program version of the BELLIN Software that contains corrected features but no new features.
14. *“Work Products”* means any results of the services performed by BELLIN to which proprietary rights can be assigned such as documentation, electronic presentations, other written items or customer-specific modifications of the Software.