Conditions

XONIC Solutions GmbH, Wildparkstraße 3, 09247 Chemnitz (Germany)

Effective as of October 9, 2026

§0 Applicability to Existing and New Contracts
These General Terms and Conditions, in the version effective as of **June 25, 2026**, apply to all contracts for XONIC SaaS packages (Basic, Professional, Premium, Enterprise) entered into on or after that date. For contracts concluded prior to June 25, 2026—in particular, purchase licenses, the previous XONIC rental shop, and individually booked support and update services—the terms agreed upon at the time the respective contract was concluded shall continue to apply unchanged. The transition of an existing contract to a SaaS package shall take place exclusively by mutual agreement; there will be no automatic transition. Grandfathering applies to the scope of services agreed upon at the time the contract was concluded; there is no entitlement to future features, interfaces, or enhancements that XONIC provides exclusively for the SaaS packages. XONIC is entitled to discontinue individual legacy products and pricing plans with reasonable notice (typically at the end of the respective term). XONIC is directed exclusively at business entities as defined in § 14 of the German Civil Code (BGB).

§1 Scope
1A. These General Terms and Conditions apply exclusively to legal transactions with business entities as defined in § 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law (hereinafter “Customer”). They do not apply to consumers as defined in § 13 of the German Civil Code (BGB). XONIC Solutions GmbH (hereinafter “XONIC”) enters into contracts exclusively with the aforementioned parties.

1B. These General Terms and Conditions apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the Customer shall only become part of the contract to the extent that XONIC has expressly agreed to their validity in writing. This requirement for consent also applies if XONIC performs the service without reservation while being aware of the Customer’s General Terms and Conditions.

§2 General
2A. The General Terms and Conditions set forth below apply to both parties. They form the basis for all offers, contracts, deliveries, and services.

2B. These terms and conditions are deemed accepted upon placing an order through the online store, accepting an offer, issuing an invoice (which constitutes a sales contract), making payment without reservation, or accepting the service.

2C. Should any provision of this contract be or become invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the applicable statutory provision.

2D. Individual contractual agreements (including ancillary agreements, supplements, and amendments) shall in all cases take precedence over these General Terms and Conditions. A written contract or written confirmation by XONIC shall be decisive for the content of such agreements. Other legal declarations and notices that the customer must submit after the conclusion of the contract (e.g., setting of deadlines, notices of defects, terminations) must be in writing to be effective (Section 126b of the German Civil Code (BGB)).

2E. The language of the contract is German. Only the German version of these General Terms and Conditions and of the contracts is legally binding; versions in other languages are provided for information only. In writing (email, ticket), XONIC communicates in German, English, French or Italian; by telephone in German or English. XONIC provides documentation and guides in German and English; versions in other languages are machine-translated.

§2F Definitions

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Shop System: XONIC’s shop system is a software solution that enables customers to operate an online store. This software includes modules for product management, order processing, payment systems, and other functions necessary for operating an e-commerce store.

Online Store Order: An online store order refers to the process by which a customer places an order for a product or service via the website www.xonic-solutions.de. By completing an online store order, the customer enters into a binding contract that obligates them to pay.

Support Period: The period during which XONIC provides security updates for a digital product. Unless expressly agreed otherwise, this period is one (1) year from the release of the respective software version and may be extended through a paid support contract, but for no less than the period required by law.

§3 Customer’s Obligations
3A. The customer warrants that the choice of their domain name does not infringe upon any third-party rights, in particular any rights to a name, trademark, or copyright.

3B. The customer shall provide XONIC with all data required for the creation of the website in a timely manner. The customer is solely responsible for the content of the web pages.

3C. XONIC reserves the right to block actions or content that could impair normal server operation, speed, capacity, or security, or to prevent their operation on a case-by-case basis, as well as to terminate the hosting package for good cause.

3D. If the customer requests XONIC’s cooperation in the assignment, deletion, or transfer of a domain (e.g., when changing providers), the customer must ensure that the change in question is lawful. XONIC may require the written consent of the end customer concerned. The customer shall indemnify XONIC against all claims that an end customer may bring against XONIC in connection with a change made at the customer’s direction.

3E. The customer is obligated to actively cooperate in the performance of the contract, in particular by providing all necessary information and materials in a timely manner and by designating a responsible contact person. If the customer fails to fulfill this obligation to cooperate despite being requested to do so and being granted a reasonable grace period, and thereby causes delays, XONIC may bill for the resulting additional expenses at the applicable hourly rates. If the customer is in default of acceptance with regard to an act of cooperation for more than 60 days, XONIC is entitled to demand the remuneration attributable thereto; the customer has no further claim to a refund of payments already made in this regard.

3F. The customer warrants that all material provided by the customer (images, texts, other content) does not infringe upon any third-party rights, in particular copyrights, trademarks, personality rights, or other intellectual property rights. The customer shall indemnify XONIC against all claims by third parties arising from an infringement of these rights by the material provided by the customer.

§4 Performance / Provision
4A. The services will be provided or performed upon receipt of payment.

4B. Binding deadlines must be expressly agreed upon. Agreed-upon deadlines shall be extended appropriately in the event of disruptions for which XONIC is not responsible, as well as in cases of force majeure.

4C. XONIC is entitled to engage carefully selected third parties (vicarious agents) to perform the services. These third parties do not become contractual partners of the customer. Partial deliveries and partial services are permitted to the extent that they are reasonable for the customer.

4D. XONIC shall make software—to the extent included in the scope of delivery—available in a ready-to-use state on an appropriate web account. Software will not be delivered on physical media. Necessary login credentials will be provided upon receipt of payment or upon request.

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4E. An order may be placed via the website, by email, or by phone. Accepted payment methods include PayPal, Stripe, invoice, or direct debit.

4F. Security Updates. XONIC provides security updates for digital products within the support period (§2F), to the extent required by law or contractually agreed upon. Mandatory legal obligations regarding updates and provision (in particular under Regulation (EU) 2024/2847—the Cyber Resilience Act, to the extent applicable) remain unaffected and will be fulfilled by XONIC.

4G. Feature and Version Updates. Feature updates, version changes, and customizations are not part of the security maintenance under §4F and are provided only at the customer's request. For SaaS packages (contracts effective June 25, 2026 or later), feature and version updates are included in the package price. Additional costs may apply for these in accordance with the currently valid price list. If the customer refuses a requested or recommended update for cost reasons or fails to install a provided update within a reasonable period of time, the customer shall bear the resulting disadvantages; XONIC's liability for damages arising therefrom is excluded under §12.

§5 Offers, Services, Scope, and Execution of Orders
5A. All offers from XONIC are subject to change and non-binding.

5B. Orders are binding on XONIC as soon as an invoice is issued or an express order confirmation is sent. The issuance of an invoice constitutes the conclusion of a purchase contract. The mere submission of an offer does not constitute acceptance of the order.

5C. The scope of the contractual services is determined by the underlying offer, the online store order, or the contract and its attachments.

5D. To the extent that XONIC provides free services, these may be discontinued at any time with future effect. This does not give rise to any claims for price reduction, refund, or damages.

5E. In the case of service contracts, the subject matter of the order is the performance of the agreed-upon service, not a specific result, unless a specific result was expressly agreed upon in writing as the subject matter of the contract in an individual case.

5F. XONIC is not obligated to accept subsequent changes or additions to an order. If XONIC does so nonetheless, it may bill for the additional services at the applicable hourly rates unless otherwise agreed.

5G. The nature and scope of support services—in particular, availability, business hours, and response times—are governed by the support package booked in each case, in accordance with the corresponding Support Service Description (PDF) (appendix to the Support/Shop Agreement). Stated response times refer to the time until the initial response within the business hours defined therein and do not constitute a commitment to a specific processing or resolution time.

§6 Completion and Delivery Dates, Partial Services
6A. Stated completion or delivery dates are non-binding unless their binding nature has been expressly agreed upon in writing in individual cases.

6B. XONIC shall not be liable for delays due to force majeure or other events that were unforeseeable at the time the contract was concluded and for which XONIC is not responsible (e.g., equipment failure through no fault of XONIC, labor disputes, government measures, failures on the part of upstream suppliers). Such events shall extend the performance deadline by a reasonable period. In all other respects, the liability provisions of §12 apply.

6C. XONIC is entitled to provide partial performance, provided that this is reasonable for the customer.

§7 Copyrights, Rights of Use, Source Codes, Software

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7A. Orders for custom programming, software development, and design work constitute copyright contracts aimed at granting rights of use to the resulting works.

7B. All source codes, software created, and designs are subject to copyright, even when provided as partial services.

7C. Without XONIC’s consent, the works—including the copyright notice—may not be modified, either in their original form or in any reproduction.

7D. XONIC may reuse works, programs, and designs without the customer’s consent and use them for other customers, provided that this does not result in the disclosure of any confidential or customer-specific content belonging to the customer.

7E. Upon payment of the agreed-upon fee, the client acquires a non-exclusive right of use for the commissioned works. Any transfer of granted rights of use to third parties requires the written consent of XONIC.

7F. Unless otherwise specified in the offer, reproduction or multiple use requires XONIC’s consent and is subject to a fee.

7G. The customer is not entitled to receive raw data or source code, unless otherwise agreed.

7H. To the extent that programs or parts of programs are included in the scope of delivery, the customer is granted a non-exclusive right of use; the customer may neither copy them nor make them available to third parties for use. A right to multiple use requires a separate written agreement.

7J. XONIC reserves ownership and copyright to all provided offers, cost estimates, instructions, drawings, illustrations, and other documents. The customer may not make these available to third parties, reproduce them, or use them for purposes other than those specified in the contract without express consent.

7K. The customer is obligated to install security updates provided by XONIC within a reasonable period of time. XONIC’s mandatory legal obligations remain unaffected (§4F).

§8 Prices, Fees, and Remuneration
8A. Suggestions, instructions, and other contributions by the customer shall have no influence on the fee and shall not give rise to any co-authorship rights, unless expressly agreed in writing.

8B. Installment payments shall be agreed upon in writing. Unless otherwise agreed, full payment is due prior to the provision of services.

8C. Changes initiated by the client that deviate from the original order will be billed separately.

8D. All prices are net plus the applicable statutory value-added tax.

8E. The prices for the XONIC shop system cover support, deployment, hosting, layout customization, development, and other services.

8F. Unless otherwise agreed in writing, the support period applies for one year from the order date for the purchased software version. For SaaS packages (contracts effective June 25, 2026 or later), the following applies: Support is included in the package price for the entire term of the contract.

§8G Price Adjustments for Ongoing Services
8G-1. Right to Adjust. XONIC is entitled to adjust the prices for ongoing services (e.g., SaaS packages, support contracts, rental shops, hosting) at its reasonable discretion (§ 315 BGB), to the extent that the cost factors relevant to pricing change (in particular, costs for technical infrastructure, third-party license fees, personnel and wage costs, cybersecurity costs, general administrative costs, and inflation).

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8G-2. Cost Symmetry. XONIC is entitled to adjust the price in the event of cost increases and is obligated to do so in the event of cost decreases. An increase is permitted only to cover actual cost increases and may not serve to increase profits. Cost savings must be offset against cost increases.

8G-3. Notice. The price adjustment shall be notified to the customer in writing at least six weeks before it takes effect.

8G-4. Deemed Consent. The adjustment shall be deemed approved if the customer does not object in writing within four weeks of receiving the notice. XONIC shall specifically point this out in the notice.

8G-5. Special Right of Termination. If the price increase exceeds 5% of the previous price within a calendar year, the customer may terminate the contract extraordinarily as of the effective date.

§9 Terms of Payment, Late Payment
9A. Payment shall be made in advance (bank transfer), by invoice, via PayPal, or via Stripe; in exceptional cases, by direct debit. Unless otherwise agreed, the payment term for invoices is 14 days from the invoice date. Unless a partial payment has been agreed upon, the full amount is due prior to the provision of services.

9B. Payment shall be made by bank transfer to a business account held by XONIC. Other forms of payment (in particular, promissory notes, goods, or the assignment of claims to third parties) will not be accepted.

9C. No discount is granted.

9D. Upon the occurrence of default, XONIC is entitled to charge default interest at a rate of 9 percentage points above the respective base interest rate (Section 288(2), Section 247 of the German Civil Code (BGB)). The right to claim further damages resulting from default, as well as the lump-sum payment under § 288(5) BGB, remains unaffected.

9E. The customer may only set off claims that are undisputed or have been legally established. The customer is entitled to a right of retention only on the basis of counterclaims arising from the same contractual relationship.

9F. If the customer defaults on payment, XONIC is entitled, following prior notice and a reasonable grace period, to suspend services, block the account, or terminate the contractual relationship for good cause. In the event of a justified account suspension, a suspension/reactivation fee of €65.00 plus VAT may be charged; the customer reserves the right to prove that the actual costs were lower.

9G. If the customer is in arrears on rental payments, XONIC may consolidate the outstanding rental period into a final invoice or terminate the contractual relationship for good cause.

§10 Retention of Title
10A. XONIC reserves title to, or the rights transferred in connection with, the services provided until all claims arising from the business relationship—both past and future—have been paid in full.

§11 Warranty
11.0 Required Quality. The quality of the service to be provided is conclusively determined by the written service description or the agreed-upon specifications. XONIC is only obligated to provide any quality or fitness for a specific purpose beyond this to the extent that this has been expressly agreed upon in writing. Public statements, promotional claims, or advertising—including those by third parties—do not constitute a specification of quality unless they have been expressly incorporated into the contract in writing.

11A. The customer must inspect the delivered results immediately upon receipt and report any apparent defects in writing without delay (Section 377 of the German Commercial Code (HGB)). Hidden defects must be reported immediately upon discovery. If a timely notice of defect is not provided, the service shall be deemed accepted to that extent.

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11B. In the event of justified complaints, XONIC shall first provide subsequent performance (repair or replacement, at XONIC's discretion). If the customer's cooperation is required for subsequent performance, the time limit shall not begin until such cooperation is provided. If the subsequent performance ultimately fails for reasons attributable to XONIC, the customer may reduce the purchase price or rescind the contract in accordance with statutory provisions. Claims for damages exist only in accordance with §12.

11C. If repair work is necessitated by circumstances for which the customer is responsible (in particular, incorrect information regarding the hardware/software environment), the work resulting therefrom will be billed additionally at the applicable rates.

11D. Warranty and defect claims are subject to a statute of limitations of **twelve months** from the customer's receipt of the work product, the online launch of the online store, or acceptance. This shortened limitation period **does not** apply to claims for damages arising from injury to life, limb, or health; claims arising from intentional or grossly negligent breach of duty; for defects fraudulently concealed, for claims under the Product Liability Act, for the breach of material contractual obligations, and in cases where the law mandatorily prescribes longer periods pursuant to Section 438(1)(2), § 634a(1)(2), or § 479(1) of the German Civil Code (BGB). In these cases, the statutory limitation periods apply.

11E. The warranty does not apply to defects that can be proven to result from the customer modifying the website or online store delivered by XONIC—either by the customer themselves or through third parties—or from improper use thereof. The warranty remains in effect for defects not caused by the customer.

11F. Due to differences in browsers, devices, and operating systems, the appearance of the website may, in individual cases (particularly with regard to color reproduction and screen sizes), differ from the specified design. There is no liability for defects arising from such isolated, technically induced deviations.

11G. XONIC guarantees an average annual server uptime of 99%. Excluded are periods during which the server is unavailable for reasons beyond XONIC's control (force majeure, fault of third parties), as well as announced maintenance windows. XONIC may restrict access to the extent necessary to ensure the security or integrity of network operations.

11H. The customer's obligation to update the software at their own responsibility pursuant to §4G and §7K remains unaffected. Legally mandatory update obligations on the part of XONIC (e.g., under § 327f of the German Civil Code (BGB) for any consumer contracts or under Regulation (EU) 2024/2847) remain unaffected and will be fulfilled; a contractual waiver shall only apply to the extent permitted by law.

§12 Liability
12A. XONIC shall be liable without limitation
(a) in cases of willful misconduct and gross negligence,
(b) for damages resulting from injury to life, limb, or health,
(c) under the Product Liability Act,
(d) to the extent of any warranty or warranted characteristic assumed by XONIC, and
(e) in the case of defects fraudulently concealed.

12B. In the event of a breach of a **material contractual obligation** due to slight negligence (cardinal obligation—an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the customer regularly relies and is entitled to rely), XONIC's liability is limited to damages typical for this type of contract and foreseeable at the time the contract was concluded.

12C. In all other respects, XONIC's liability for damages caused by slight negligence is excluded. In particular, XONIC shall not be liable for loss of profits, lost savings, business interruption, data loss, indirect damages, or consequential damages resulting from slight negligence, unless a material contractual obligation is affected.

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12D. Maximum Liability Limit. To the extent that XONIC's liability is limited under §12B, it is limited in amount to the foreseeable damages typical for the contract, but not exceeding the amount of the net compensation agreed upon for the order in question, and, in the case of continuing obligations, to the net annual compensation agreed upon for the relevant contract year. This maximum limit does not apply in the cases specified in §12A.

12E. To the extent that XONIC's liability is excluded or limited, this also applies to the personal liability of XONIC's legal representatives, employees, and vicarious agents.

12F. XONIC shall not be liable for damages caused by technical limitations of data communication via the Internet, by third-party content or components (e.g., content generated or linked by the customer, third-party components), or by incorrect or incomplete information provided by the customer. This limitation does not apply in the cases specified in §12A or in the event of a breach of material contractual obligations.

12G. XONIC shall not be liable for damages resulting from the acceptance of zero-euro transactions or comparable erroneous transactions by third parties (including payment providers). The customer is obligated to regularly review accounting records and incoming payments. §12A remains unaffected.

12H. Data Backup. In the event of a breach of data backup obligations, XONIC shall be liable only for damages that would have occurred even if the customer had performed proper and regular data backups (§19B).

12I. Third-Party and Open-Source Components. The store system contains third-party components (open source or proprietary). XONIC selects these carefully; however, within the scope of the above liability provisions, XONIC assumes no liability for security vulnerabilities or compliance defects in such components beyond that set forth in Sections 12A through 12D.

12J. Product Safety / Recalls. To the extent required by law, XONIC shall provide the customer with declarations of conformity and information on safety measures (e.g., pursuant to Regulation (EU) 2023/988—GPSR). If XONIC initiates a recall or safety measure, the customer shall cooperate immediately and inform affected end customers. XONIC shall not be liable for damages resulting from the customer's failure to fulfill these obligations to cooperate.

12K. Statute of Limitations on Claims for Damages. Claims for damages by the customer that are not based on willful misconduct, gross negligence, injury to life, limb, or health, the Product Liability Act, or a warranty assumed by XONIC shall be barred after twelve months from the statutory commencement of the limitation period. Section 11D takes precedence for claims for defects.

§13 Indemnification
13A. The customer shall indemnify XONIC against all claims by third parties arising from unlawful acts by the customer or from errors in the content of the information provided by the customer, in particular due to violations of copyright, data protection, and competition laws. The indemnification also covers the reasonable costs of legal defense.

§14 Software Development Contracts, Programming Work
14A. The following provisions apply in addition to the general terms for orders that involve, in whole or in part, the development of software.

14B. XONIC's obligations are based on the information provided by the customer regarding the desired functionalities as well as the existing hardware and software environment. The customer is responsible for the accuracy and completeness of this information.

14C. XONIC shall develop the solution in accordance with the principles of proper professional practice and the recognized state of the art, and shall implement it as a functional program.

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14D. In the event of termination by the customer during the development period, XONIC shall invoice the services rendered up to the date of termination on a pro-rata basis according to actual costs. Any advance payments made shall be offset; any surplus shall be refunded, and any shortfall shall be paid by the customer. The right to terminate for cause remains unaffected.

§15 Data Protection and Data Processing on Behalf of the Client
15A. XONIC processes personal data exclusively in accordance with the General Data Protection Regulation (GDPR) and German data protection law. Details regarding the processing of the customer's data in connection with the initiation and performance of the contract are set forth in the **separate Privacy Policy**, available via the "Privacy Policy" link in the footer of this website. This Privacy Policy is not an integral part of these General Terms and Conditions; in the event of any conflicts, the Privacy Policy shall take precedence with regard to data protection matters.

15B. Data Processing on Behalf of the Customer. To the extent that XONIC processes personal data on behalf of the customer in connection with the provision of services (in particular, hosting and operation of the online store system), for which the customer is the data controller within the meaning of Article 4(7) of the GDPR, the parties shall enter into a separate data processing agreement in accordance with Article 28 of the GDPR. This agreement shall take precedence over the General Terms and Conditions with respect to data processing matters. The Customer is responsible for the lawfulness of the processing of its end customers' data.

15C. Each party is responsible for complying with the data protection obligations applicable to it and shall indemnify the other party against any claims arising from a breach of these obligations for which it is responsible.

§16 Accessibility
16A. To the extent that the Customer uses the shop system provided by XONIC to offer services subject to the Accessibility Enhancement Act (BFSG), compliance with the statutory accessibility requirements is the responsibility of the Customer, as the service provider, toward its end customers.

16B. XONIC provides the shop system in a technical configuration that, in principle, enables accessible operation in accordance with recognized standards (in particular WCAG in its currently applicable version). Content uploaded by the customer, individual customizations, and subsequent changes to the system are the responsibility of the customer. Specific accessibility requirements for individual functions require a separate agreement.

§17 Conclusion of the Contract / Contract Term / Termination
17A. The contract is concluded exclusively with customers as defined in §1A and, unless otherwise agreed, has a term of 12 months.

17B. If the contract is concluded for a fixed term or if a minimum contract term has been agreed upon, it shall be extended by the agreed-upon period, up to a maximum of one year, unless it is terminated with four weeks' notice prior to the respective expiration date.

17C. If the XONIC Rental Shop is the subject matter of the contract, the usage-independent fees are due either 6 or 12 months in advance, at the customer's discretion. The billing period is determined by the selected rate plan, with a maximum of twelve months.

17D. XONIC may terminate contracts with a fixed term or minimum term by giving four weeks' notice prior to the respective expiration date. The right of both parties to terminate for good cause (§ 314 BGB) remains unaffected.

17E. Notices of termination must be in writing.

17F. XONIC is entitled to release the customer's domain upon termination of the contract. Upon release, the customer's rights arising from the registration expire.

§18 Governing Law, Place of Performance, Jurisdiction

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18A. The law of the Federal Republic of Germany shall apply exclusively, **to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)** and to the exclusion of the provisions of German private international law to the extent that they refer to another legal system.

18B. The place of performance is XONIC's respective registered office, currently Chemnitz.

18C. The exclusive venue for all disputes arising from or in connection with the business relationship is Chemnitz—provided the customer is a merchant, a legal entity under public law, or a special fund under public law. XONIC is also entitled to bring an action at the customer's general venue.

§19 Miscellaneous Provisions

19A. References, Self-Promotion. XONIC may place a discreet link to XONIC's website on the customer's pages—one that does not disrupt the overall appearance—and may cite the customer's website as a reference, unless otherwise agreed upon in the contract. The customer may object to such reference at any time in writing, with effect for the future.

19B. Software and Data Backups. The customer is solely responsible for regularly creating and storing backups of the software and/or database. The open-source components of the XONIC shop system are subject to the terms of the applicable GNU license. The software will be provided to the customer as part of the service upon receipt of payment. Components not subject to the GNU license (e.g., integrated add-on software, design, and layout) may not be disclosed to third parties without prior agreement.

19C. Confidentiality. XONIC and the customer agree to keep all business and trade secrets of the other party confidential indefinitely and to use them only for the purposes of the respective contract. Statutory disclosure obligations remain unaffected.

19D. Customer Protection / Non-Competition. The Customer agrees not to distribute, rent, or license the XONIC shop system or any in-house developments based on it—either directly or through third parties—as a shop system to third parties, to the extent that such systems contain substantial parts of the XONIC shop system. This obligation applies for the duration of the contract as well as for one year after the contract's termination and is limited to the subject matter described above. Resellers with a separate written agreement are exempt. The Customer's own use of the shop system for its own online stores remains unaffected. The prohibition on disclosure to third parties under Section 7H remains unaffected by this provision and applies indefinitely.