General Terms and Conditions of the SaaS Platform "FASTCUBE Fixture Builder"

1. Scope

1.1. These General Terms and Conditions ("Terms and Conditions") of Cenit AG, Industriestraße 52-54, 70565 Stuttgart ("Provider") apply to the use by the Customer of the software-as-a-service platform "FASTCUBE Fixture Builder" ("Platform"), which is made available via the internet at shop.fastsuite.com, and to the related Services.

1.2. The Services offered are intended exclusively for customers acting in the course of business ("**Traders**"). A Trader is a natural or legal person or a partnership with legal capacity that, when entering into the contract, acts in the exercise of its trade, business or profession. By using the Provider's Services, the Customer represents that it is a Trader and not a Consumer. Consumers are prohibited from using the Provider's Services and the Platform. The Provider reserves the right to verify whether the Customer is a Trader (e.g. by checking address details, business registration or the VAT identification number).

1.3. All legally binding declarations must be made at least in text form (e.g. by email) or using the settings options available on the Platform, unless these Terms and Conditions or applicable law expressly require written form.

1.4. These Terms and Conditions apply exclusively. Other contractual terms shall not form part of the contract, even if the Provider does not expressly object to them in an individual case. This applies in particular to the Customer's purchasing terms and conditions.

2. Subject Matter of the Contract and Services

2.1. The subject matter of the contract is the provision of the Platform in its then-current version for the Customer to use its functionalities via a telecommunications connection. The Provider shall make storage space available to the Customer for data generated through use of the Platform and/or data required to use the Platform ("**Application Data**").

2.2. The Platform provides Customers with functions for the automated creation of fixture designs based on component and project data supplied by the Customer. The Platform is not a fully fledged CAD system and does not replace the Customer's professional responsibility for design, review or approval. The Customer is required to have all designs, models, drawings and other work products generated by the Platform professionally reviewed before they are manufactured, used or passed on. The Platform does not replace technical review, structural analysis, safety assessment or

approval by qualified professionals. The Provider shall not be liable for losses arising from the use of work products without appropriate professional review.

2.3. The Provider makes the Platform available in a free Freemium Version and under paid Subscription Models.

2.3.1. Freemium Version

The Freemium Version permits the free use of selected Platform functions following registration in accordance with Section 3.1. The scope of the Freemium Version is set out in the Service Description applicable when the contract is entered into. At present, the Freemium Version includes, in particular, the creation and management of up to 20 projects and the display of work products. Export functions and other functions are not available in the Freemium Version.

The Provider is entitled at any time, with effect for the future, to change or restrict the functionality of the Freemium Version or to discontinue its free provision altogether. There is no entitlement to the permanent provision of particular free Services.

2.3.2. Subscription Models

The Customer may purchase paid Subscriptions to use enhanced Platform functions. The scope of each available Subscription Model is set out in the Service Description and the pricing and product information published at the time of the order. In particular, the paid Subscription Models enable the use of enhanced Platform functions, including the creation of an unlimited number of projects and the export of design data in the file formats supported at the relevant time.

The usage models referred to above form the contractual basis of the Company Account.

2.4. Licensing Model

Free and paid functions are used on the basis of user-specific licenses (“Viewer Licenses” and “Maker Licenses”). The license type determines a user’s scope of functions within the Company Account.

a) Maker Licenses

Each Maker License entitles one user to actively use the paid functions of the Platform. The number of Maker Licenses booked by the Customer determines the permitted scope of paid use. A Subscription initially entitles the Customer to use one (1) Maker License.

b) Viewer Licenses

Viewer Licenses permit only the use of the free functions of the Platform.

The licenses within the Company Account are assigned and managed by the administrators designated by the Customer (Admin or Owner).

2.5. The Service Description of the Platform, available at the following link, is decisive for the scope, nature and quality of the contractual Services. In all other respects, the scope of Services is determined by the Platform functionalities available at the relevant time.

2.6. Product descriptions, representations, documentation, technical white papers, etc. are descriptions of Services, but do not constitute guarantees. A guarantee requires an express written declaration by the Provider's executive management.

3. Registration and Formation of Contract

3.1. Registration of a Company Account

3.1.1. To use the Platform under the Freemium Version or a Subscription Model, the Customer must register by creating a Company Account. The Customer may register using the relevant electronic registration form on the Provider's website by providing the requested registration details, such as address, contact and company details, completely and correctly. By submitting the registration details, the Customer makes the Provider a binding offer to establish a Company Account on the basis of these Terms and Conditions.

3.1.2. To register the Company Account, the company details requested by the Provider must be provided completely and truthfully. The Provider is entitled to verify the Customer's status as a Trader and the registration details provided, in particular by using automated procedures to verify the VAT identification number provided or by requesting suitable evidence. Until verification has been successfully completed and the contract has been entered into, there is no entitlement to access the Platform.

3.1.3. The Provider shall decide in its sole discretion whether to accept the offer to establish a Company Account. If registration is not confirmed within a reasonable period by email to the email address specified by the Customer or by activation of the Company Account, the Customer shall no longer be bound by its offer. The contract for establishing a Company Account shall not be entered into until the Provider accepts the registration or activates the Company Account. Activation may take place, in particular, by electronic confirmation or by providing access to the Platform. Upon receipt of the acceptance, a usage relationship in accordance with the agreement shall come into effect (formation of contract). There is no entitlement to enter into a contract.

3.1.4. The registration, the contractual relationship and the Company Account, including the access credentials, are non-transferable.

3.2. Formation of Contract for the Freemium Version

3.2.1. During registration, the Customer may choose to use the Platform under the Freemium Version.

3.2.2. By selecting the Freemium Version and completing the registration process, the Customer makes a binding offer to enter into a usage contract for use of the Platform to the extent of the Freemium functions offered at the relevant time, on the basis of these Terms and Conditions.

3.2.3. The contract for use of the Freemium Version shall not be entered into until the Provider accepts the Customer's offer by electronic confirmation or activates the Company Account for use of the Freemium Version. The Provider is not obliged to accept every offer to enter into a usage contract. In particular, the Provider is entitled to refuse acceptance if the Customer's status as a Trader could not be verified or there are other justified doubts as to the permissibility of the use.

3.2.4. Upon formation of the contract, the Customer shall receive the non-exclusive, non-transferable right, limited to the duration of the contractual relationship, to use the Platform to the extent of the Freemium functions available at the relevant time.

3.3. Formation of Contract for Paid Subscriptions

3.3.1. Use of paid Platform functions requires the purchase of a Subscription. A Subscription comprises the Contract Term selected by the Customer and one (1) Maker License.

3.3.2. The Customer may order a Subscription either during registration or at a later date through its Company Account. If the Customer registers for the first time and simultaneously orders a paid Subscription, the company registration pursuant to Section 3.1 and the order may be completed as part of a single online process.

3.3.3. By clicking the order button during the ordering process, the Customer makes a binding offer to enter into a contract for the selected paid Service on the basis of these Terms and Conditions. The Provider shall promptly confirm receipt of the order electronically. This acknowledgement of receipt does not yet constitute acceptance of the offer.

3.3.4. Before submitting the order, the Customer shall have the opportunity to review its information and correct input errors.

3.3.5. The contract for the paid Subscription shall not be entered into until

b) the payment initiated by the Customer has been successfully authorised; and

c) the Provider accepts the order by electronic confirmation (e.g. by email) or, where initial registration and the booking of a paid Service coincide, activates the Company Account and the Maker License ordered.

The automated confirmation of the payment transaction or other communications from the payment service provider Stripe do not constitute acceptance of the offer to enter into a contract by the Provider.

3.3.6. The contract text shall be stored in compliance with data protection requirements, but shall no longer be accessible to the Customer after the contract has been entered into. The contractual language is German. Even if the contract text is translated into another language, the German contract text shall remain binding.

3.3.7. The Terms and Conditions applicable at the time the contract is entered into may be viewed, downloaded and saved before the registration or order is submitted. After the contract has been entered into, the Customer shall receive confirmation of the contract in text form setting out the material terms of the contract.

3.4. Formation of Contract for Additional Maker Licenses

Additional Maker Licenses may be booked only under an existing Subscription. The number of Maker Licenses booked determines the number of users to whom paid Maker functions may be assigned within a Subscription.

3.4.1. Adding Maker Licenses

An existing paid Subscription is required in order to book additional Maker Licenses. During the term of a Subscription, the Customer may order additional Maker Licenses. Following a successful order in accordance with Section 3.3, additional Maker Licenses shall be activated without undue delay and shall be available to the Customer for immediate use.

3.4.2. Reduction of Maker Licenses

The Customer may reduce the number of Maker Licenses booked at any time. Any reduction shall take effect only at the start of the next Contract Term. Contract Terms already in progress shall remain unaffected. There is no entitlement to a full or pro rata refund of license fees already charged. Deactivating or deleting a user does not automatically reduce the number of Maker Licenses booked.

4. Access to the Platform / User Accounts

4.1. The Platform is accessed through the Company Account established in accordance with Section 3 using the authentication procedures provided by the Provider, in particular Microsoft Entra ID. The contracting party and account holder of the Company Account shall always be the registered company ("Customer"). All user accounts, work products, Application Data and other content within a Company Account are allocated to the relevant company. The Company Account has its own segregated workspace on the Platform in which the Customer's processes can be represented ("Company Tenant").

4.2. For each Company Account, a user account shall be created automatically for the user who carried out the initial registration of the Company Account, and that user shall initially be recorded as an administrator ("Owner"). A Company Account may have several Owners. Only a natural person of the registered company who has full legal capacity and authority to represent it may be an Owner. The Provider is entitled at any time to request written evidence from the Customer that the Owner has authority to represent the company; the Customer must then provide such evidence to the Provider without undue delay. Owners are entitled, in particular, to manage the Company Account, Subscriptions and users.

4.3. After logging into the Company Account, the Owner may invite additional users to the Company Tenant and thereby enable them to use the Company Tenant. The invitation shall be sent electronically to the email address specified by the Owner. Before an additional user can access the Company Tenant, that user must first set up a user account on the Platform. The user shall not receive access to the relevant Company Tenant until a user account has been set up and allocated to the Company Account.

4.4. Depending on the role and license assigned to them by the Owner, users of a Company Account may, in particular, be designated as an additional Owner, an Admin or an ordinary user ("Member"). The available roles and the associated rights are specified by the Provider and cannot be changed by the Customer. The specific permissions associated with each role are set out in the Service Description and the functionalities provided on the Platform. Use of paid functions requires the assignment of a paid Maker License. Each additional Maker License must be booked separately by an Owner of the Company Account. Following a successful booking, the relevant Maker License may be assigned to a user. The number of Maker Roles that may be used concurrently is limited to the number of Maker Licenses booked by the Customer.

4.5. Owners may deactivate or remove users at any time. Deactivated or removed users shall lose all access rights to the Company Tenant when the deactivation or removal takes effect. The removal or deactivation of a user does not automatically reduce the

number of Maker Licenses booked or adjust the contractually agreed Fees. Maker Licenses may be reduced only in accordance with the contractual provisions governing license and Subscription management.

4.6. As a general rule, the Customer shall manage users and roles using the self-service functions provided on the Platform. In an individual case and following appropriate instructions from an Owner with authority to represent the Customer, the Provider may carry out supporting administrative measures, but is not obliged to do so.

5. Use of the Platform

5.1. Use of the Platform in accordance with the contract requires the hardware and software used by the Customer (workstation computers, routers, data communications equipment, etc.) to meet the technical requirements for using the version of the Platform offered at the relevant time. The technical requirements are set out in the Provider's Service Description.

5.2. The Customer may use the Platform for its own business purposes and to provide design, engineering, consulting or other services to its (end) customers. In particular, the Customer is entitled to use the Platform to create fixtures, design data and other work products for third parties and to provide them to third parties for a fee or free of charge. The Platform itself or access to the Platform may not be provided to third parties unless this is expressly permitted under the user and licensing models provided by the Provider. In particular, the Customer is not entitled to make the Platform available to third parties as a standalone software, platform or SaaS service, to grant sublicenses to the Platform or to enable unauthorised third-party access to the Platform.

A person is not a third party if that person is registered as an authorised user within the Customer's Company Account or provides services to the Customer on the Customer's behalf and uses the Platform exclusively within the scope of the contractually agreed use.

5.3. The Platform may be used only within the scope of functionality specified in the Service Description. The Customer may not use any software or other technical equipment that alters, extends or jeopardises the functioning of the Platform. In particular, the Customer may not access the Service using technical means other than the internet browsers specified in the Service Description.

5.4. The Customer shall treat access credentials for the Platform as strictly confidential. It may make access credentials available only to those of its own employees who are permitted to use the Service in the course of their duties and subject to the agreed restrictions.

5.5. If the Customer suspects that its access credentials have become known to a third party or that a third party is making unauthorised use of the Customer's access to the Platform, the Customer must notify the Provider in writing without undue delay.

5.6. If the Provider has specific grounds to believe that the Customer is using the Platform contrary to the provisions of this Section 5 or the parties' other contractual agreements, or that a third party is accessing the Service without authorisation using the Customer's access credentials, the Provider is entitled to suspend the Customer's access to the Platform until the matter has been clarified. Except where immediate action is required, the Provider shall give the Customer an opportunity to comment before taking such a measure. The Customer shall remain obliged to pay the Fees due under the contract during the period of suspension unless the Customer was not responsible for the circumstances that led to the suspension.

6. Provision of the Platform

6.1. During the Contract Term, the Provider shall make the Platform available to the Customer in its then-current version for access via the internet through a data centre. To the extent permissible under data protection law, the Provider may use its own data centres or third-party data centres for this purpose.

6.2. The Provider shall make the Platform and the Application Data available up to the router output of the data centre in which the Platform is operated ("Handover Point"). The internet connection from the Handover Point to the Customer is not part of the Services. The Customer can use the Platform only if it has a sufficiently powerful internet connection. The required bandwidth depends on the intensity of use and the Customer's volume of data.

6.3. The Provider shall make available the storage and computing capacity required for use in accordance with the contract. The Provider reserves the right to introduce reasonable restrictions on storage and computing capacity in the event of exceptional or abusive use.

6.4. The Provider shall take state-of-the-art measures to protect the Platform and the Application Data. However, the Provider has no safekeeping or custodial obligations in relation to the Application Data. The Customer is responsible for adequately backing up the Application Data.

7. Availability

7.1. The Platform shall be available 98% of the time, calculated as an annual average, on business days between 08:00 and 18:00 (CET or CEST). The Platform shall be

deemed unavailable if it is wholly unavailable. The Platform shall not be deemed unavailable if, due to

- scheduled maintenance,
- emergency maintenance,
- force majeure,
- operating errors or use by the Customer in breach of the contract, or
- disruptions beyond the Provider's control.

the Platform cannot be accessed.

7.2. The Provider may temporarily shut down the Platform for necessary maintenance ("scheduled maintenance periods") or in the event of unforeseen disruptions ("emergency maintenance"). If the unavailability is more than immaterial, the Provider shall notify the Customer by email in good time in advance of scheduled maintenance.

8. Support

8.1. The Provider shall establish a support service for Customer enquiries concerning Platform functions. The Provider is entitled to change the support contacts and specify other contact points and means of communication that are reasonable for the Customer. The Provider shall give the Customer at least two weeks' advance notice of any such measure.

8.2. General enquiries may be submitted using the support contact specified on the Provider's website or by email. General enquiries shall be processed in the order in which they are received during normal business hours.

8.3. The Customer shall notify the Provider without undue delay of any disruptions to the Platform ("Faults") and any imminent threats (e.g. unauthorised third-party access or malware) by email or using the support contact available on the Platform. Fault reports submitted through other means of communication do not comply with the contract; any periods for remedying the fault shall not begin to run.

8.4. To the extent reasonable, the Customer shall take all measures necessary to identify, isolate and document the Fault and its causes. The Customer must describe the Fault affecting the Platform in as much detail as possible. If Fault reports do not comply with the contract, any periods for remedying the fault shall not begin to run.

8.5. The Provider shall remedy Faults affecting the Platform that have been duly reported by the Customer within reasonable periods. The Provider does not owe any specific response or recovery times.

8.6. Subject to the Customer's prior consent, support may be provided using TeamViewer or comparable tools.

9. Rights of Use in the Platform and in Design/Export Data

9.1. The Platform shall not be physically supplied to the Customer. In particular, no software or source code shall be delivered.

9.2. The Customer shall receive non-exclusive rights in the then-current version of the Platform, i.e. rights that are non-sublicensable, non-transferable and limited in time to the duration of the contract, to use the Platform by accessing it through an internet browser in accordance with the contractual provisions.

9.3. All designs, project files and export data (including DXF and STEP files) generated by the Customer using the Platform shall belong exclusively to the Customer. The Provider shall not acquire any ownership rights, copyrights or rights of use in them except to the extent necessary to provide the Services.

All rights of the Provider in the Platform, the algorithms, software components and underlying design methods shall remain unaffected.

10. Customer's Obligations

10.1. The Customer shall protect and safeguard the access credentials provided to it against third-party access in accordance with the state of the art. The Customer shall ensure that use takes place only within the contractually agreed scope. The Customer must notify the Provider without undue delay of any unauthorised access to the Company Account.

10.2. The Customer must not store on the storage space provided any data whose use infringes applicable law, official orders, third-party rights or agreements with third parties.

10.3. Before storing or using data on the Platform, the Customer shall check it for viruses or other harmful components and shall use state-of-the-art measures for this purpose (e.g. antivirus software).

10.4. The Customer shall, on its own responsibility, make appropriate backups at regular intervals.

10.5. The Customer itself is responsible for establishing the technical prerequisites within its area of responsibility that are necessary to use the Platform in accordance with the contract (in particular, a web browser and internet access). The Provider does not owe any advice in this regard.

10.6. The Customer shall pass the foregoing obligations on to the authorised users of its Company Tenant.

11. Customer Data

11.1. Data entered by the Customer's users, stored by the Customer itself via the Platform or processed on behalf of the Customer within the Platform (collectively, "**Customer Data**") must not infringe applicable law, in particular data protection law, or other third-party rights.

11.2. The Customer shall retain all rights, in particular ownership rights and rights of exploitation under copyright law, in its data. The Customer grants the Provider the right to process the data to be stored by the Provider for the Customer to the extent necessary to provide the contractually agreed Services. The Provider is also entitled to keep the data in a disaster recovery data centre. The Provider is entitled to take all measures necessary to remedy Faults, including making changes to the data structure or data format.

11.3. The Customer is aware that it alone is responsible for the quality of the data that it creates using the Platform or stores or provides on the Platform, in particular for the correctness and precision of that data. Work products based on this data depend on the quality of the data assured by the Customer. The Provider is not responsible for the quality of the data.

11.4. If and to the extent that, during the term of this contract, activities of the Customer and/or users created for the Customer that are permitted and contemplated under this contract, in particular the compilation of Application Data by the Customer, result in the creation on the Provider's Platform of a database, databases, a database work or database works containing data attributable exclusively to the Customer, all rights in them shall belong to the Customer. The Customer shall remain the owner of the databases and/or database works even after the contract ends.

12. Term and Termination

12.1. Freemium Version

The contractual relationship for use of the Freemium Version shall commence when the contract is entered into and shall continue for an indefinite term. The Provider is entitled, with effect for the future, to discontinue the Freemium Version in whole or in part or to change its scope of Services. The Customer may stop using the Freemium Version at any time by deleting its Company Account.

12.2. Subscription Models

The Customer may choose between a monthly and an annual Subscription.

12.2.1. Monthly Subscription

A monthly Subscription shall be entered into for an initial term of one (1) month. The monthly Subscription shall automatically renew for successive periods of

one (1) month unless either party gives notice of termination by the end of the relevant Contract Term.

12.2.2. Annual Subscription

An annual Subscription shall be entered into for an initial term of twelve (12) months. The annual Subscription shall automatically renew for successive periods of twelve (12) months unless either party gives notice of termination as of the end of the relevant Contract Term.

12.2.3. Additional Maker Licenses

Additional Maker Licenses booked under an existing Subscription shall have the same term as the existing Subscription.

12.2.4. Termination of Additional Maker Licenses

The Customer may, at any time, use the settings available on the Platform to reduce the number of Maker Licenses booked under a Subscription with effect from the start of the next Contract Term. The current Contract Term for the cancelled Maker License shall remain unaffected. The right of use shall end upon expiry of the current Contract Term.

12.3. Both parties expressly reserve the right to terminate for good cause. Good cause for the Provider shall exist, in particular, in the following cases:

a) The Customer is more than two months in arrears with payment of the Fees.

b) The Customer ceases payments; the Customer, the Provider or another creditor, where legally permitted, files for insolvency proceedings or comparable statutory proceedings; such proceedings are opened; or the opening of such proceedings is refused for insufficiency of assets.

c) The Customer commits a more than immaterial breach of the contractual agreements, in particular these Terms and Conditions, and fails to remedy the breach within a reasonable period after receiving a warning from the Provider.

However, after an application to open insolvency proceedings over the Customer's assets has been filed, the Provider may not terminate on the grounds of a default in payment of the Fees that occurred before the application to open proceedings was filed or on the grounds of a deterioration in the Customer's financial circumstances.

12.4. If the Provider terminates for good cause due to a breach of duty by the Customer, the Provider shall retain, as minimum damages, its claim to the agreed Fees until the date on which the Customer could have terminated ordinarily, less the expenses saved by the Provider as a result of the termination. This shall not apply if the Customer is not responsible for the breach of duty. As a rule, the Provider shall deduct a lump sum of 10% of the amount owed from the Fees to reflect expenses saved. The Customer is permitted to prove that the savings exceed 10%.

12.5. Notice of termination must be given in text form.

13. Obligations in Connection with Switching and Exit; Termination

13.1. Before the Customer places an order, the Provider shall make information concerning a change of provider available to the Customer in the Service Description.

13.2. The Customer is entitled to request a switch to a data-processing service offered by another provider of data-processing services or to on-premises ICT infrastructure. A switching request is permitted only in respect of a service type corresponding to the Platform. To exercise this right, the Customer must send the Provider a switching notice indicating that it is initiating the switch.

In the switching notice, the Customer must inform the Provider whether it

a) is switching to another provider of data-processing services,

b) is switching to its own ICT infrastructure, or

c) instead of switching, requests the deletion of its exportable data and digital assets.

The Customer's switching notice must be unambiguous so that the Provider can initiate measures and any associated periods can begin to run.

13.3. The Customer may give the switching notice at any time during the Contract Term. The switching notice is independent of any termination of the contractual relationship. The Customer may combine the switching notice with notice of termination of the contractual relationship by expressly declaring the termination in addition to giving the switching notice.

13.4. The notice period for initiating a switch shall be no more than two (2) months. The notice period serves exclusively to prepare for and carry out the switching process. It is independent of any contractually agreed terms, renewal periods or notice periods for termination of the contractual relationship. The notice period shall commence upon receipt of the switching notice by the Provider. If the switching notice is combined with notice of termination of the contractual relationship, the notice period shall end upon the intended end of the contract if that date falls within two (2) months after receipt of the switching notice. If the contract ends later, the notice period shall end two (2) months after receipt of the switching notice. If the switching notice is given independently of a notice of termination, the notice period shall end two (2) months after the Provider receives the switching notice. If the switching notice is given independently of a notice of termination, the notice period shall end no later than two (2) months after the Provider receives the switching notice.

13.5. After expiry of the notice period, a transition period of no more than thirty (30) calendar days shall begin, during which

a) the Services covered by the contract shall continue to be provided,

b) the Customer may retrieve its exportable data and digital assets,

c) the Provider shall provide reasonable support to the Customer and to a third party authorised by the Customer in carrying out the switch,

d) the security of the data shall be maintained during the switch.

e) the continuity of the Services covered by the contract shall be ensured during the transition period.

f) the Provider shall inform the Customer of any risks known to the Provider that could impair the successful completion of the switch.

13.6. The Customer is entitled to extend the transition period once by a reasonable period to the extent necessary to carry out the switch.

13.7. If, for technical reasons, a switch cannot be carried out within the transition period, the Provider shall inform the Customer of this within fourteen (14) business days after receipt of the switching request and state the reasons for the technical infeasibility. In this case, a reasonable alternative transition period may be agreed. The alternative transition period may not exceed the maximum period permitted by law.

13.8. During the transition period, the Customer is entitled to retrieve and transfer the exportable data and digital assets provided by it or generated through use of the Platform using the export functions provided for in the contract and, in the event of a change of provider, in accordance with statutory requirements. The nature, scope and categories of exportable data and the categories of data and digital assets excluded from export are set out in the then-current Service Description for the Platform. In particular, data and information used exclusively for the internal functioning of the Platform or whose disclosure would adversely affect the Provider's trade secrets, intellectual property rights or other legitimate interests are excluded from export. Further details are also set out in the Service Description. The Provider shall ensure that the data designated as exportable in the Service Description can be made available in accordance with statutory and contractual requirements.

13.9. After expiry of the transition period, the Customer's access to the Platform shall be blocked and a further data retrieval period of thirty (30) calendar days shall begin. During this period, the Provider shall provide access to the exportable data and digital assets using the standard functions provided, unless compelling technical or statutory reasons prevent it.

13.10. After expiry of the data retrieval period and successful completion of the switching process or termination of the contractual relationship in accordance with Section 13.12, the Provider shall delete all exportable data and digital assets unless statutory retention requirements or other statutory obligations prevent deletion.

13.11. If the Customer switches to another provider of data-processing services or to on-premises ICT infrastructure, the contractual relationship shall be deemed terminated upon successful completion of the switching process. This shall also apply if an agreed Contract Term or notice period has not yet expired at that time. If the contractual relationship ends before expiry of an agreed minimum term due to a switch initiated by the Customer, the Provider's claim to Fees for the billing period already commenced shall remain unaffected. Fees already paid shall not be refunded pro rata unless otherwise required by law.

If, instead of switching, the Customer requests deletion of its exportable data and digital assets, the contractual relationship shall be deemed terminated upon expiry of the notice period pursuant to Section 13.4.

The Provider shall inform the Customer of the termination of the contract in text form.

13.12. Individual migration, integration, consulting or development services are not part of the contractually agreed Services. Such services require a separate agreement and may be subject to separate remuneration. –, information relevant under contract or tax law will continue to be stored.

14. Fees and Payment

14.1. The Customer shall pay the Provider the agreed Fees. The Fees agreed for paid Subscriptions must be paid in advance. A monthly Subscription shall be billed monthly in advance for the relevant Contract Term. An annual Subscription shall be billed annually in advance for the relevant Contract Term.

14.2. Payment shall be made using the payment methods provided by the Provider. The Provider is entitled at any time to change the payment methods offered or make additional payment methods available.

14.3. The Fees shall become due at the start of the relevant Contract Term. The Customer authorises the payment service provider used by the Provider to collect the amounts due at the relevant time using the payment method selected by the Customer.

14.4. Additional Maker Licenses booked in accordance with Section 3.4 shall, upon activation, be charged pro rata for the remaining period of the current Contract Term and shall be invoiced together with the next billing statement or as stipulated by the payment service provider used.

14.5. There is no entitlement to a full or pro rata refund of Fees already charged for Maker Licenses reduced in accordance with Section 12.2.4.

14.6. The Provider is entitled to adjust the agreed Fees with effect for the future if the cost factors relevant to the provision of the Services change materially. Relevant cost factors include, in particular, personnel, hosting, cloud, infrastructure, energy,

licensing, maintenance, development and support costs. The following rules shall apply:

a) The Provider shall inform the Customer of a price adjustment in text form at least three (3) months before it takes effect.
b) If the Customer does not object to the price adjustment in text form within four (4) weeks after receipt of the notice, the price adjustment shall be deemed approved.
c) If the Customer objects to the price adjustment within the specified period, the Provider is entitled to terminate the contract concerned on six (6) weeks' notice as of the date on which the price adjustment is intended to take effect.
d) in the notice pursuant to point (a), the Provider shall separately draw the Customer's attention to the period for objection and the legal consequences of failing to comply with it.

14.7. Value added tax shall always be added to the Fees unless the Fees are not subject to value added tax.

14.8. The Provider may charge reasonable additional Fees for additional work caused by the Customer's breach of duty, in particular where the Customer fails to provide cooperation, fails to do so on time or fails to do so as agreed, uses the contractual Services other than as intended or contrary to the contractual agreements, or subsequently changes or expands the requirements for the Services. This shall not apply if the Customer is not responsible for the breach of duty.

14.9. The Customer may set off only claims that are undisputed by the Provider or have been finally adjudicated. Except within the scope of section 354a of the Commercial Code (Handelsgesetzbuch – HGB), the Customer may assign claims under this contract to third parties only with the Provider's prior written consent. The Customer shall have a right of retention or may raise the defence of non-performance only within this contractual relationship.

14.10. If the Customer defaults on payment of the Fees and the Provider sets the Customer a period of at least two weeks for payment that expires without payment, the Provider is entitled to suspend further provision of the Services for the duration of the default. If a debit attempt fails, the Customer shall be informed accordingly
and shall likewise be granted a period of two weeks for payment. Sentence 1 shall apply accordingly. The Provider shall give the Customer advance warning of this measure. The Customer shall remain obliged to pay the agreed Fees during the period in which performance is withheld. The Provider must credit any expenses saved as a result of withholding performance that are demonstrated by the Customer. Provision of the Services shall resume without undue delay after all outstanding amounts have been paid in full.

15. Confidentiality

The parties undertake to keep strictly confidential all confidential information (including trade secrets) of which they become aware in connection with this contract and its performance, and neither to disclose or pass such information on to third parties nor to use it in any other way. Confidential information means information that is marked as confidential or whose confidential nature is apparent from the circumstances, irrespective of whether it has been communicated in written, electronic, tangible or oral form. The confidentiality obligation shall not apply to the extent that the parties are required by law or by a final and binding administrative or court decision to disclose the confidential information. The parties undertake to agree with all authorised users on a provision equivalent in substance to the foregoing paragraph.

16. Data Protection

16.1. Each party shall comply with the applicable data protection provisions governing it.

16.2. Further information and provisions concerning the Provider's handling of personal data are set out in the Privacy Notice, which may be viewed on the website at any time.

16.3. If, in the course of using the Platform, the Customer provides the Provider with personal data relating to third parties, the Customer warrants that it is entitled to do so under the applicable provisions, in particular those governing data protection. The Provider does not review the legal permissibility of the data and content stored and processed for the Customer. The Customer must ensure that personal data may lawfully be transmitted and processed by the Provider. This also applies if and to the extent that Customer-specific data is changed or supplemented.

16.4. To the extent that, in providing the Services, the Provider processes personal data on behalf of the Customer for which the Customer is the controller within the meaning of the General Data Protection Regulation, the Provider and the Customer shall enter into a data processing agreement ("**DPA**") that meets the statutory requirements of Article 28 GDPR before the processing activity begins. The Provider shall make its DPA available to the Customer electronically for execution. In the event of any ambiguity, the DPA shall take precedence over these Terms and Conditions.

17. Third-Party Rights

17.1. The Provider warrants that no third-party rights prevent the Customer from using the Platform as agreed. In the event of third-party rights, the Provider shall remedy the

matter by procuring for the Customer, at the Provider's option, a legally unencumbered right to use the Platform or equivalent services.

17.2. The Customer shall notify the Provider GmbH in writing without undue delay if third parties assert rights (e.g. copyrights or patent rights) in the Platform. The Customer authorises the Provider to conduct the dispute with the third party on its own. For as long as the Provider exercises this authority, the Customer may not acknowledge the third party's claims without the Provider's consent; the Provider shall then defend against the third party's claims at its own expense and indemnify the Customer against all costs associated with defending against such claims, except to the extent that those costs arise from a breach of duty by the Customer (e.g. use of the Platform in breach of the contract). The Customer shall support the Provider in the dispute with the third party. In particular, it shall provide the necessary information and relevant documents in writing and answer the Provider's questions.

17.3. The Provider shall not be liable for any infringement of third-party rights arising from the Customer's use of the Platform other than as agreed or outside its intended field of application.

18. Warranty

18.1. The Provider shall be liable for defects in the Platform that already exist when the Platform is made available only if the Provider is responsible for them.

18.2. The Customer shall have no warranty claims if it has itself caused a disruption in the provision of the Services, in particular:

a) where the Customer makes unauthorised interventions in the Platform using software or other technical equipment that alters, extends or jeopardises the functioning of the Platform,

b) where the Platform is accessed using technical means other than those specified by the Provider or using internet browsers other than those specified in the system requirements,

c) where hardware or a software environment is used that does not meet the system requirements announced by the Provider and agreed with the Customer,

unless the Customer proves that it is not responsible for the disruption.

18.3. If an examination shows that there is no disruption or that the Provider is not responsible for it under the warranty for defects, the Provider may require reimbursement of the expenses incurred in accordance with the Provider's price list applicable at the time of the fault examination, unless the Customer proves that it is not responsible for its mistaken belief that a disruption existed or that the Provider was responsible for the disruption.

18.4. In the event of defects or disruptions, the Customer shall initially remain obliged to pay the agreed Fees. This shall not affect the Customer's right, in the event of defects, to reclaim the Fees in whole or in part in accordance with the principles of unjust enrichment.

19. Liability

19.1. The Provider shall be liable, irrespective of the legal basis, only to the following extent:

a) Liability for wilful misconduct and guarantees is unlimited.

b) In the event of gross negligence, the Provider shall be liable for losses that are typical and foreseeable when the contract is entered into.

c) In the event of a negligent breach of an obligation that is so material that its performance is essential for the proper performance of the contract, on compliance with which the Customer generally relies and may rely, and the breach of which jeopardises achievement of the purpose of the contract (cardinal obligation), the Provider shall be liable for losses that are typical and foreseeable when the contract is entered into.

d) Liability is excluded in all other cases of negligent breach of duty.

e) In the event of injury to life, limb or health and for claims under the Act on Liability for Defective Products (Produkthaftungsgesetz – ProdHaftG), the statutory provisions shall apply without limitation.

19.2. The Provider reserves the defence of contributory negligence. In particular, the Customer has a duty to protect against malware in accordance with the state of the art at the relevant time.

20. Changes to the Services and Amendments to the Terms and Conditions

20.1. The Provider is entitled to further develop, adapt or modify the Platform and its functions provided that

a) the change serves technological development, the improvement of IT or information security, the correction of errors, the maintenance of compatibility or interoperability, adaptation to changed technical standards or legal requirements, or the further development of the Platform; or

b) the functions material to the agreed contractual purpose and the overall character of the contractually agreed Service are retained; and

c) the change is reasonable for the Customer, taking into account the interests of both parties.

In particular, the Provider is entitled to change individual functions or replace them with functionally comparable functions, provided this does not materially impair use of the Platform in accordance with the contract.

20.2. If the Provider intends to make a change that permanently removes a function material to the agreed contractual purpose or changes the Customer's use of the Platform in accordance with the contract in a materially adverse manner, the Provider shall inform the Customer of this in text form at least six weeks before the intended effective date. If such a change has more than an immaterial adverse effect on the Customer, the Customer may terminate the contract concerned for cause as of the date on which the change takes effect. Together with the change notice, the Provider shall draw the Customer's attention to this right of termination. The right of termination shall not apply if the Provider makes a functionally equivalent alternative available to the Customer at no additional cost and use of that alternative is reasonable for the Customer.

20.3. Changes, extensions or improvements to the Platform that do not restrict the agreed ways in which the Customer may use it shall not be deemed changes to the contractually agreed Service. Measures necessary to avert specific threats to the security or integrity of the Platform, the Provider's systems or the data processed through the Platform shall likewise remain unaffected; where necessary, the Provider may take such measures without complying with the foregoing notice periods.

20.4. The Provider is entitled to amend these Terms and Conditions with effect for the future if there is an objective reason for doing so and the amendment is reasonable for the Customer, taking into account the interests of both parties.

An objective reason exists, in particular, if the amendment is necessary

a) to take account of changes in the law or in case law or administrative practice relevant to the Provider's Services;

b) to implement mandatory technical, security-related or regulatory requirements;

c) to remedy gaps or ambiguities in these Terms and Conditions that have arisen in the practical performance of the contract; or

d) to reflect changes in the Provider's technical or organisational processes, provided this does not materially alter the contractual relationship between performance and consideration to the Customer's detriment.

An amendment under this paragraph may not alter the material content of the contractually agreed performance and consideration to the Customer's detriment. In particular, no additional payment obligations may be imposed on the Customer and no agreed prices may be increased on the basis of this paragraph.

The Provider shall inform the Customer of amendments in text form at least six weeks before their intended effective date, specifying the content of the amendments and the

date on which they take effect. To the extent that an amendment goes beyond the cases specified above or materially changes the contractual relationship between performance and consideration to the Customer's detriment, it shall require the Customer's consent.

20.5. The Provider is entitled at any time to change the Services made available free of charge on the Platform, to make new Services available free of charge or for a fee, and to discontinue the provision of free Services. In doing so, the Provider shall have due regard to the Customer's legitimate interests. If free Services are changed to paid Services, the amendment procedure in Section 20.2 shall apply accordingly.

20.6. Each amendment notice shall separately draw the Customer's attention to the consequences of the amendment and to its right to object and/or terminate.

21. Governing Law, Jurisdiction and Transfer of Contract

21.1. The laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21.2. The exclusive place of jurisdiction for all disputes arising out of or in connection with the parties' contractual agreements shall be Stuttgart if the parties are merchants, legal persons under public law or special funds under public law. The Provider is also entitled to bring an action at the Customer's registered office and in any other permissible jurisdiction.

21.3. The Provider may transfer the rights and obligations under the contract, as well as the contract itself, to a third party without the Customer's consent. The Provider shall give written notice of such transfer four (4) weeks in advance. If the Customer does not agree to a transfer, it may terminate this contract without notice. In the notice, the Provider shall draw the Customer's attention to the period and the legal consequences of failing to comply with it. In the event of termination, the Provider shall refund to the Customer, pro rata, any Fees already paid in advance.

21.4. Any transfer by the Customer of rights and obligations under this contract requires the Provider's prior written consent.