

General Terms and Conditions (GTC) for the Services of Byteplant GmbH Software Solutions & Consulting (Byteplant)

The German version of these General Terms and Conditions shall prevail for the interpretation of these General Terms and Conditions even if translations are provided for information purposes.

1. Scope

- (1) Byteplant develops and operates software solutions, especially for data validation and online validation.
- (2) These GTC apply to entrepreneurs in the exercise of their independent or professional activity and to legal entities under public or private law (hereinafter referred to as "Customer" or "Customers") for all contracts concluded by Byteplant with them and for all services provided by Byteplant within the scope of all our offered services.
- (3) Acceptance of the services by the Customer constitutes acceptance of Byteplant's GTC, waiving any potentially existing own deviating GTC. Deviating GTC of the Customer do not apply unless Byteplant has expressly agreed to them in writing.
- (4) Byteplant reserves the right to change these GTC at any time. Changes will be communicated to Customers four weeks in advance. If the Customer does not object within a period of four weeks, the new terms are deemed accepted. Byteplant reserves the right to terminate the contractual relationship in the event of objection.

2. Registration, Right of Use

- (1) Only properly registered Customers are entitled to use Byteplant's services.
- (2) As part of the registration, the Customer is obliged to truthfully provide the mandatory information marked as such for registration.
- (3) Transfer of access data to third parties is not permitted unless Byteplant has given prior written consent.
- (4) The Customer is granted a non-exclusive right to use the services to the agreed extent. The offered services are intended for normal business use.
- (5) The Customer shall not exceed the agreed scope of use of the services, allow third parties to use them, or make them accessible to third parties. In particular, the Customer is not permitted to reproduce, sell, or temporarily lease the underlying software or parts thereof, or to rent or loan the software or access to the services.
- (6) Byteplant is entitled to take appropriate technical measures to protect against non-contractual use.
- (7) Byteplant may revoke the Customer's access authorization and/or terminate the contract if the Customer significantly exceeds the permitted use, significantly deviates from normal usage, or if there are indications that the Customer is not using the services in accordance with the contract (e.g., Namespace Mining).

3. Trial Period

- (1) Byteplant allows Customers to validate the specified quantity of data records free of charge during a trial phase, by providing the corresponding number of credits to the Customer's account.
- (2) The free trial can only be used once per Customer.

4. Conclusion of Contract, Termination

- (1) The services owed by Byteplant arises from the product descriptions displayed to the Customer as part of contract initiation. Product details listed in individually created documents for the Customer take precedence over the product descriptions on the website in case of doubt.
- (2) To avail the service, Customers can purchase validation credits at any time in their account or subscribe to a monthly subscription.
- (3) Upon subscription to a monthly plan, credits are reloaded into the account monthly against payment of the corresponding fee.
- (4) A monthly subscription can be terminated in the account with two weeks' notice before expiry, alternatively by email to support@byteplant.com.
- (5) The right of each contracting party to terminate the contract for cause remains unaffected.
- (6) The Customer shall timely back up their data records independently before termination of the contractual relationship.

5. Remuneration

- (1) The amount of remuneration is determined by the agreed tariffs and payment modalities. Remunerations are generally net prices plus applicable statutory value-added tax.
- (2) Byteplant is entitled to prohibit the Customer from further using the services for a reasonable period in the event of payment default by the Customer, without constituting a withdrawal from the contract. § 449 (2) of the German Civil Code (BGB) remains unaffected.
- (3) All invoices are transmitted to the Customer digitally and are due for payment without deduction within 14 calendar days after receipt.

6. Software Versions and Updates

- (1) Byteplant may provide updated versions of the services or the underlying software at any time.
- (2) Access to new functionalities of the services may be subject to the conclusion of a separate agreement and payment of additional remuneration.

7. Defects

- (1) The Customer acknowledges that it is impossible to produce complex software products completely free of errors based on the current state of technology. Therefore, Byteplant is not obligated to ensure the absolute absence of errors in the software, but only the absence of errors that significantly restrict its use.
- (2) The Customer shall report any defects promptly and in a comprehensible and detailed manner, providing all information necessary for defect detection and analysis, by email to support@byteplant.com. This shall include - in particular - the work steps that led to the occurrence of the defect, its manifestation, and its effects.
- (3) If the Customer is entitled to withdraw from the contract due to improper performance and/or claim damages instead of performance, or alleges such claims, the Customer shall declare in writing within a reasonable period whether it is exercising these rights or still wishes performance.
- (4) In case of withdrawal, the Customer shall reimburse the value of previously existing usability.

8. Liability

- (1) Byteplant is liable for intent and gross negligence, also by its legal representatives or vicarious agents, under the law for Product Liability as well as for damages caused by them through the violation of life, body, or health.
- (2) Liability for ordinary negligence is excluded, unless it concerns a breach of material contractual obligations. Material obligations are those that enable the proper execution of the contract in the first place or whose violation jeopardizes the achievement of the contractual purpose and on whose compliance the Customer regularly relies. This liability is limited to typical and foreseeable damages. This also applies to lost profits and missed savings. Liability for other indirect consequential damages is excluded.
- (3) For each individual case of damage, liability is limited to the contract value, in the case of ongoing remuneration to the amount of the remuneration per contract year.
- (4) The contracting parties may agree on extended liability (usually against separate remuneration) in writing at the conclusion of the contract.
- (5) Byteplant is only liable for infringements of third-party rights through its services to the extent that the service is used in accordance with the contract and in particular in the contractually agreed, otherwise unchanged intended environment. The Customer is not entitled to acknowledge claims of third parties before Byteplant has been given adequate opportunity to defend the rights of third parties in other ways.

9. Limitation Period

- (1) All claims arising from the contractual relationship must be asserted within 90 days at the latest.
- (2) This limitation period begins from the time at which the entitled party becomes aware of damage or the events giving rise to a claim.

10. Data Protection, Confidentiality

- (1) To the extent that Byteplant acts as a data processor within the meaning of the GDPR for the Customer, the parties shall conclude a corresponding data processing agreement.
- (2) The contracting parties are obligated to maintain confidentiality regarding business secrets as well as any other information designated as confidential (e.g., in documents, records, databases) that becomes known in connection with the performance of the contract, and not to use or disclose such information beyond the purpose of the contract without the written consent of the other contracting party, and to implement appropriate confidentiality measures.
- (3) The contracting parties shall impose these obligations on their employees and any third parties employed.
- (4) The contracting parties are not entitled to obtain the business secrets of the other contracting party by observing, examining, or testing the subject matter of the contract. The same applies to any other information received during the performance of the contract.
- (5) Business secrets must be kept confidential indefinitely. The obligation to maintain confidentiality for other information designated as confidential ends five years after becoming aware of the respective information, or, for ongoing obligations, five years after termination.
- (6) The contracting parties are aware that electronic and unencrypted communication (e.g., by email) is subject to security risks. Therefore, they shall not assert claims

arising from the absence of encryption in such communication unless encryption has been expressly agreed upon beforehand.

- (7) Byteplant is entitled to use the name and logo of Customer as a reference. Customer can revoke this consent at any time. A simple notice, for example by email, is sufficient.

11. Final Provisions

- (1) German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- (2) The place of jurisdiction for all disputes arising from or in connection with this contract is Nuremberg, provided that the Customer is a merchant, a legal entity under public law, or a special fund under public law.
- (3) Should individual provisions of these GTC be or become ineffective, this shall not affect the validity of the remaining provisions. In place of the ineffective provision, a provision shall apply that comes closest to the economic purpose of the ineffective provision.