Terms and Conditions of GBTEC Group regarding the Use of BIC AI Services ("T's & C's BIC AI Services")

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GBTEC offers Customers the use of AI features integrated into its BIC software ("BIC AI Services"). With such AI features the Customer can generate content and suggestions (e.g. generate BPM models, consolidate catalogue entries, generate descriptions). Additionally, Customer's users can ask questions regarding the Customer's data stored in BIC. To provide AI services in BIC, GBTEC uses services operated by third party service providers (Microsoft Azure). The basis for the integration of such features are GBTEC's contractual agreements with Microsoft Azure. Therefore, GBTEC can only provide the use of AI features based on the terms and conditions that Microsoft Azure imposes on GBTEC, especially Microsoft Azure Legal Terms, Code of Conduct for Azure Open AI Service, Azure Open AI Acceptable Use Policy, Contractual Terms AI ("Contractual Basis"). With the first use of the AI features embedded in BIC software, the Customer automatically agrees to the Contractual Basis. The regulations of such Contractual Basis relevant to the contract between GBTEC and the Customer are set out below.

GBTEC offers its BIC software and corresponding services to Customers at individually designated web addresses (provided after ordering such software and services). The relationship between the parties regarding the subject matter of the provision of BIC AI Services is governed by the following contractual documents in the priority they are listed:

1. T's & C's BIC AI Services (including other terms and conditions as referenced)
2. GBTEC's Offer (QUO [No.])
3. The applicable Service Level Agreement
4. Data Processing Agreement entered into between the parties including the DPA Addendum for BIC AI Services
5. Any non-disclosure agreement entered into between the parties

6. GBTEC General Terms and Conditions (available for download at https://www.gbtec.com/terms-conditions/)

All such contractual elements shall be jointly referred to as "this Agreement".

This Agreement applies to the provision of BIC AI Services as Software-as-a-Service ("SaaS"), including related documentation (collectively, the "Service") and to the use of our website. GBTEC provides the Customer with an access to use the software via a telecommunications connection and with storage space for their application data under the following conditions.

I. BIC AI Service specific regulations

1. Subject matter - what do we do?

1.1 Providing BIC AI Services includes the transmission of Customer's input and data to the third-party services operated by Microsoft for generating responses in the form of prompts and models. By having the AI Services features in BIC activated, Customer acknowledges that they have read and understood the conditions as documented in the Addendum to the Data Processing Agreement with respect to BIC AI Services.

1.2 The subject of the contract is the provision of AI-based BIC software-as-a-service (SaaS) from GBTEC's portfolio. Against the payment of the agreed fee the Customer is granted access to use the software stored and running on the servers of a service provider commissioned by GBTEC, via an internet connection for the term of this contract and for their own internal purposes and to store and process their data. An unlimited right to use the Service beyond the end of the contract is not granted. Maintenance and support services as well as data center services are part of the Service and are included in the agreed fee.

1.3 The specific principal obligations agreed upon in each case, such as the type of BIC AI Service, the number and type of licenses, and the fee, are set out in GBTEC's Offer.

2. Acceptable and responsible use and content requirements

The third-party provider has set certain terms, conditions and policies for the use of its products (i.e. the Acceptable Use Policy for Online Services, the Responsible Use Policy of Microsoft Generative AI Services, and the Azure OpenAI Code of Conduct). GBTEC is obligated to ensure that Customer agrees to the same regulations. GBTEC ensures this by incorporating the regulations that apply to the Customer into this Agreement as further set out in the following paragraphs. Although GBTEC tries to prevent misuse and violation of applicable laws and policies to the best of its ability, the new AI technologies enable a vast number of not entirely foreseeable uses which leaves a wide area of potential misuse and violation without technical restraints.

2.1 Customer may use the BIC AI Services only in accordance with this Agreement. Customer may not reverse engineer, decompile, disassemble, or work around technical limitations in BIC ("Product"), except to the extent applicable law permits it despite these limitations. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Customer may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties except as expressly permitted in this Agreement. Customer may not use any AI to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models.

2.2 Acceptable Use Policy. Neither Customer, nor those that access BIC through Customer, may use BIC:

- in a way prohibited by law, regulation, governmental order or decree;

- to violate the rights of others;

- to try to gain unauthorised access to or disrupt any service, device, data, account or network, including by intentionally evading or disrupting restrictions in Metaprompts;

- to spam or distribute malware;

- to mine cryptocurrency without GBTEC's and Microsoft's prior written approval;

- in a way that could harm BIC or impair anyone else's use of it;

- in any application or situation where failure of BIC AI Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High-Risk Use section below; or

- to assist or encourage anyone to do any of the above.

Without limiting GBTEC's other remedies, violations of the Acceptable Use Policy in this section may result in suspension of the use of BIC AI Services by GBTEC or Microsoft. If the use of BIC AI Services is suspended, GBTEC respectively Microsoft will suspend only to the extent reasonably necessary. Unless GBTEC or Microsoft believes an immediate suspension is required, they will provide reasonable notice before suspending a BIC AI Service for the reasons stated above.

2.3   High-Risk Use. WARNING: Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The BIC AI Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of a BIC AI Service could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High-Risk Use"). Accordingly, Customer must use every application in a way that, in the event of any

interruption, defect, error, or other failure of the BIC AI Service, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High-Risk Use of the BIC AI Services is at its own risk.

2.4   Without limiting its other remedies, GBTEC and Microsoft may limit Customer's access to or use of a BIC AI Service if GBTEC or Microsoft has a reasonable basis to believe that the Input Content or Customer's use of a BIC AI Service or Output Content violates the preceding terms, conditions and policies.

2.5   Capacity Limitations. Excessive use of a BIC AI Service may result in temporary throttling of Customer's access to the BIC AI Service.

2.6   Customer may not use web scraping, web harvesting, or other data extraction methods to extract data from a BIC AI Service or underlying AI services and models.

2.7   Use of Content for Training: Microsoft Generative AI Services do not use Input or Output Content to train, retrain, or improve Azure OpenAI Service foundation models. Customer will not use and will not direct or enable third parties to use, a Microsoft Generative AI Service to generate Output Content for the express purpose of creating synthetic training data to develop or train AI models or systems that have substantially similar functionality to a Microsoft AI service or a BIC AI Service.

2.8   By using a BIC AI Service, Customer agrees its data may be stored and processed outside of its tenant's geographic region, unless GBTEC's Offer states otherwise.

2.9   Output Content. Output Content is any content produced respectively generated by using the BIC AI Services. Output Content is considered data owned by Customer ("Customer Data"). Neither GBTEC nor Microsoft owns Customer's Output Content.

Customer controls access by End Users, and Customer is responsible for their use of the Product in accordance with this Agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

2.10 Content requirements. GBTEC prohibits the use of BIC AI Services for processing content or generating content that can inflict harm on individuals or society. GBTEC's content policies are based on those of Microsoft and are intended to improve the safety of BIC platform. These content requirements apply to the output of all models developed by GBTEC AI Services and include content provided as input to the Service and content generated as output from the Service.

- GBTEC prohibits content that describes, features, or promotes child sexual exploitation or abuse, whether or not prohibited by law. This includes sexual content involving a child or that sexualises a child.

- GBTEC prohibits content that describes or is used for purposes of grooming of children. Grooming is the act of an adult building a relationship with a child for the purposes of exploitation, especially sexual exploitation. This includes communicating with a child for the purpose of sexual exploitation, trafficking, or other forms of exploitation.

- GBTEC prohibits content that describes, features, or promotes non-consensual intimate activity.

- GBTEC prohibits content that describes, features, or promotes, or is used for, purposes of solicitation of commercial sexual activity and sexual services. This includes encouragement and coordination of real sexual activity.

- GBTEC prohibits content describing or used for purposes of human trafficking. This includes the recruitment of individuals, facilitation of transport, and payment for, and the promotion of, exploitation of

people such as forced labor, domestic servitude, sexual slavery, forced marriages, and forced medical procedures.

- GBTEC prohibits content that describes, praises, supports, promotes, glorifies, encourages and/or instructs individual(s) on self-injury or to take their life.

- GBTEC prohibits identification or verification of individual identities using media containing people's faces by any user, including by or for state or local police in the United States.

- GBTEC prohibits the inferencing of a person's emotional state based on facial expressions. This includes inferring internal emotions such as anger, disgust, happiness, sadness, surprise, fear or other terms commonly used to describe the emotional state of a person. GBTEC also prohibits the inference of gender, age, or facial expressions, or inference of the presence of facial hair, hair, or makeup.

- GBTEC prohibits content that describes, features, or promotes graphic violence or gore.

- GBTEC prohibits content that depicts an act of terrorism; praises, or supports a terrorist organisation, terrorist actor, or violent terrorist ideology; encourages terrorist activities; offers aid to terrorist organisations or terrorist causes; or aids in recruitment to a terrorist organisation.

- GBTEC prohibits content advocating or promoting violence toward others through violent threats or incitement.

- GBTEC prohibits content that attacks, denigrates, intimidates, degrades, targets, or excludes individuals or groups on the basis of traits such as actual or perceived race, ethnicity, national origin, gender, gender identity, sexual orientation, religious affiliation, age, disability status, caste, or any other characteristic that is associated with systemic prejudice or marginalisation.

- GBTEC prohibits content that targets individual(s) or group(s) with threats, intimidation, insults, degrading or demeaning language or images, promotion of physical harm, or other abusive behavior such as stalking.

- GBTEC prohibits content that is intentionally deceptive and likely to adversely affect the public interest, including deceptive or untrue content relating to health, safety, election integrity, or civic participation. GBTEC also prohibits inauthentic interactions, such as fake accounts, automated inauthentic activity, impersonation to gain unauthorised information or privileges, and claims to be from any person, company, government body, or entity without explicit permission to make that representation.

- GBTEC prohibits content that supports unlawful active attacks or malware campaigns that cause technical harms, such as delivering malicious executables, organising denial of service attacks, or managing command and control servers.

- GBTEC prohibits the use of BIC AI Services for scenarios in which the system is likely to generate undesired content due to limitations in the models or scenarios in which the system cannot be applied in a way that properly manages potential negative consequences to people and society.

- Without limiting the foregoing restrictions, Microsoft and therefore also GBTEC, reserves the right to revise and expand the above content requirements to address specific harms to people and society. This includes prohibiting content that is sexually graphic, including consensual pornographic content and intimate descriptions of sexual acts.

- We may at times limit our service's ability to respond to particular topics, such as probing for personal information or seeking opinions on sensitive topics or current events.

- GBTEC prohibits the use of BIC AI Services for activities that significantly harm other individuals, organisations, or society, including but not limited to use of the service for purposes in conflict with this Agreement.

- If the Customer suspects that GBTEC AI Services is being used in a manner that is abusive or illegal, infringes on their rights or the rights of other people, or violates these policies, the Customer can report this to their GBTEC contact.

3. Customer Data

Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for GBTEC, Microsoft or other data centre providers to provide the Services to Customer without violating the rights of any third party or otherwise obligating GBTEC, Microsoft or other data centre providers to Customer or to any third party. GBTEC and Microsoft do not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this Agreement or as required by applicable law.

4. Responsibility for accounts

Responsibility for your accounts. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services. Customer must promptly notify GBTEC's Customer support team about any possible misuse of Customer's accounts or authentication credentials, or any security incident related to the Services.

5. **Disclaimer**

   DUE TO THE FACT THAT GBTEC'S BIC AI SERVICES ARE HIGHLY DEPENDENT ON MICROSOFT'S PROVISION OF ITS AZURE OPEN AI SERVICES, GBTEC PROVIDES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT BIC AI SERVICES SHALL PERFORM AS STATED IN THE PRODUCT DOCUMENTATION (as defined in clause II.1.2.) AND SUPPORTED BY THE SLA. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT GERMAN LAW DOES NOT PERMIT THEM.

   Medical Device Disclaimer. Customer acknowledges that the BIC AI Services (1) are not designed, intended or made available as a medical device(s), and (2) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment. Customer is solely responsible for displaying and/or obtaining appropriate consents, warnings, disclaimers, and acknowledgements to end users of Customer's implementation of the BIC AI Services.

6. **Availability**

   The technologies underlying the BIC AI Services are new and rapidly evolving. Since at the time of formation of this Agreement such developments are not foreseeable, GBTEC shall have the right to make commercially reasonable changes to BIC AI Services from time to time and to modify or terminate a BIC AI Service. In the case of termination or when a modification leads to an increase in fees GBTEC will give Customer six weeks' written notice (electronic form sufficient).

II.   General BIC AI Services SaaS regulations

1.   Nature and scope of the Service

1.1 Users must be natural persons who have been granted access either by the Customer itself or by a company affiliated with the Customer in the sense of § 15 et seq. Aktiengesetz (the Stock Corporation Act, "AktG") (and the name of which the Customer has provided to GBTEC in text form) and who can be engaged to comply with the regulations of these terms and conditions, comparable to an employee, due to their contractual agreement with the Customer or the affiliated company. The scope of use is based on the information in the Offer, otherwise in the agreement between Customer and GBTEC for the main BIC Product (e.g. BIC Process Design) and Services ("Main Product Agreement"). The scope is further determined by the number of authorised users agreed between the parties respectively the number of tasks executed in process instances or other limitations set out in the Offer. The definition and terms of licences (named user/ company licence), and users correspond to those in the Main Product Agreement.

1.2 Customer will have access to the product documentation (in English and German) as it is provided in the software ("Product Documentation"). Customer is entitled to save this documentation, to print it out and to copy it in an appropriate number for the purpose of this contract while maintaining existing intellectual property right notices. Any restrictions on the usage rights correspond to those in the agreement for the main BIC Product (e.g. BIC Process Design) and Services.

2.   Technical requirements (system requirements)

2.1 The technical requirements are provided via the GBTEC website or are otherwise made available by GBTEC. It is the responsibility of the Customer to take note of the technical requirements before entering into this

Agreement. By using the BIC AI Service the Customer confirms that they have read and understood the technical requirements.

2.2 GBTEC is not responsible for the quality or performance of the required hardware and/or software on the Customer's end.

3. Usage rights

3.1 The Product is protected by copyright. For the duration of this Agreement GBTEC grants the Customer the non-exclusive, non-sublicensable and non-transferable right to load the user interface of the BIC AI Service provided by GBTEC for display on the screen into the main memory of the end devices used for this purpose according to this Agreement, to execute it and to make the resulting copies of the user interface as well as to use the BIC AI Service in accordance with this Agreement. The Customer shall not be granted any further rights

3.2 The Customer is entitled to use the BIC AI Service themselves or through the users referred to in clause II.1.1 in accordance with the provisions therein. In any case, GBTEC's licensee shall be exclusively the Customer.

3.3 The Customer is not authorised to use the BIC AI Service beyond the use permitted under this Agreement or to have it used by third parties or to make it available to third parties who are not registered as authorised users (clause II.1.1).

3.4 The Customer is not permitted to reproduce or sell the Service or parts thereof.

3.5 If and when GBTEC creates new versions, updates, upgrades or other new deliveries with regard to the BIC AI Service during the term of this Agreement and makes them available to the Customer, voluntarily or due to an additional contractual obligation, the above rights and this Agreement shall also apply to these applications. If the Customer violates the above-mentioned regulations for reasons for which the Customer is responsible,

3.6 GBTEC is entitled to block the Customer's access to the Service or to terminate this Agreement without notice, provided that the Customer continues to commit the act of violation one week after GBTEC's prior written warning.

4. Intellectual property rights

4.1 All copyrights, patent rights, company rights, trademark rights and other industrial and intellectual property rights, as well as all similar rights to protect information relating to GBTEC's BIC AI Service, are and shall at all times remain the exclusive property of GBTEC respectively the third-party provider. No provision in any quotation, offer, order and/or contract (including these T's & C's AI Services) shall be deemed to result in any transfer of such rights in whole or in part to the Customer, nor is any such transfer intended or may be construed as resulting in such.

4.2 The Customer shall not alter, remove or obscure any intellectual property rights marking on the BIC AI Service. The Customer shall not register any GBTEC trademark, trade name, logo or domain name or any similar name which may be confused therewith.

5. Customer data and content / indemnity from third party claims

5.1 In order to be able to correct errors or malfunction of the BIC AI Service reported by the Customer, GBTEC may require the data sets of the Customer, during the use of which the error or the malfunction of the BIC AI Service occurred, in order to reconstruct the error or to carry out test runs with such data records, for example. The Customer therefore consents to the use of their data sets in this context.

5.2 By using the BIC AI Service the Customer confirms that they own the rights to grant such right of use to GBTEC. The Customer retains all rights and ownership of their Content. GBTEC does not claim any ownership rights to such content.

5.3 In the event that a user uses functions of the BIC AI Service to make data from the service available to other users of the same tenant (e.g. via the "share button") or to third parties (e.g. via the e-mail function or connected third-party systems), the Customer is legally responsible for this transfer of data.

5.4 The Customer undertakes not to post any content or data which are unlawful or otherwise illegal in absolute terms or in relation to individual third parties and not to use any programs containing viruses or other malware in connection with the BIC AI Service. The Customer remains the responsible party regarding personal data and must therefore always ensure that the processing of such data via the use of the BIC AI Service is covered by relevant regulation.

5.5 The Customer is solely responsible for all content and processed data used by them as well as for any rights required for this.

5.6 In this context, the Customer agrees to indemnify GBTEC against any and all liability and all proven and reasonable costs, including possible and actual costs of legal proceedings, if a claim is made against GBTEC by third parties, including employees of the Customer personally, as a result of alleged acts or omissions of the Customer. GBTEC will inform the Customer of the claim and, as far as legally possible, give the Customer the opportunity to defend the asserted claim. The Customer will immediately provide GBTEC with all available information about the facts which are the subject of the claim.

5.7 Further claims for damages of GBTEC remain unaffected.

6. The Customer's duties to cooperate

The Customer shall support GBTEC in the performance of the contractual services to a reasonable extent as follows:

6.1 Upon the conclusion of this Agreement the Customer shall – in a timely manner - provide GBTEC with all information required by GBTEC to set up the Customer's access to the software. The Customer commits to keeping the access and usage data provided to the Customer confidential, to protect it from access by unauthorised third parties and to not pass it on to unauthorised third parties, unless this has been expressly agreed upon by the parties. The Customer shall ensure that any user to whom access data is made available shall protect such data in the same manner. The Customer will inform GBTEC immediately in the case they suspect that access data and passwords might have become known to unauthorised persons.

6.2 The Customer is responsible for the proper and regular backup of their data only insofar as it concerns data which is not stored on the server provided by GBTEC but only on the users' workstation systems or via interfaces in third party systems. This also applies to any documents provided by GBTEC during the term of this Agreement. The Customer is free to additionally save all data themselves with the help of the export and import feature.

6.3 It is the Customer's responsibility to ensure that the system requirements on their end, which are necessary for the contractual use of the software and are specified by GBTEC for this purpose, are met.

7. Fees/ default

7.1 As consideration for the access and use of the BIC AI Service GBTEC charges a usage and service fee. The amount of the fee is determined by the selected features of the BIC AI Service, the number and duration of usage rights

(clause II.1.1 must be observed), the selected components/ options/ packages as well as the duration of this Agreement and as set forth in the Offer.

7.2 Other services will be provided by GBTEC at prices to be agreed upon between the parties on a time and material basis.

7.3 Fees are quoted and payable in Euro plus the value added tax at the statutory rate applicable at any given time. The fee shall be invoiced for each contractual year in advance and shall be paid accordingly. The first usage and service fee is due with the conclusion of this Agreement and the provision of the access data to the system **with the installed standard software including BIC AI Services** (performance upon counter-performance) **and independent of any customisation or other services yet to be performed or delivered by GBTEC**. Unless otherwise agreed in writing, all fees are payable **within thirty (30) days** of receipt of the applicable invoice. After the expiry of this or any other agreed payment term Customers are automatically in default of settlement of the invoice. If Customer fails to pay the full amount of the invoice within a further fourteen (14) days of receipt of written notice from GBTEC of such payment failure, GBTEC also shall have the right to suspend or restrict access to the BIC AI Service or terminate this Agreement for cause, and will further have the right to seek damages from Customer (see also clause II.11.4).

7.4 Invoices and notices of failure to make payment are sent by GBTEC in electronic form.

7.5 AFTER THE EXPIRY OF THE MINIMUM TERM AGREED IN THE INDIVIDUAL CONTRACT GBTEC SHALL ADJUST THE FEES PAYABLE UNDER THIS AGREEMENT ON AN EQUITABLE BASIS TO REFLECT THE EVOLUTION OF COSTS RELEVANT TO THE PRICE CALCULATION. A PRICE INCREASE SHALL BE CONSIDERED AND A PRICE REDUCTION SHALL BE MADE IF, FOR EXAMPLE, THE COSTS FOR THE PROCUREMENT OF HARDWARE OR SOFTWARE (E.G.

REQUIRED (SCOPE OF) MICROSOFT PRODUCTS AND SERVICES) AS WELL AS
ENERGY, THE USE OF DATA CENTRE SERVICES, COMMUNICATION NETWORKS
OR THE WAGE COSTS INCREASE OR DECREASE OR OTHER CHANGES IN THE
ECONOMIC OR LEGAL FRAMEWORK CONDITIONS LEAD TO A CHANGED COST
SITUATION. INCREASES IN ONE TYPE OF COST MAY ONLY BE USED TO
INCREASE THE PRICE TO THE EXTENT THAT THEY ARE NOT OFFSET BY ANY
DECREASE IN COSTS IN OTHER AREAS. IN THE EVENT OF COST REDUCTIONS,
PRICES SHALL BE REDUCED BY GBTEC TO THE EXTENT THAT SUCH
REDUCTIONS ARE NOT OFFSET IN WHOLE OR IN PART BY INCREASES IN
OTHER AREAS. GBTEC WILL, IN THE EXERCISE OF ITS EQUITABLE DISCRETION,
SELECT THE APPROPRIATE POINT IN TIME OF ANY PRICE CHANGE SO THAT
COST REDUCTIONS ARE NOT CHARGED AT RATES LESS FAVOURABLE TO THE
CUSTOMER THAN COST INCREASES, SO THAT COST REDUCTIONS WILL BE AT
LEAST AS PRICE EFFECTIVE AS COST INCREASES. GBTEC SHALL NOTIFY THE
CUSTOMER IN WRITING OF ANY CHANGES IN FEES AT LEAST SIX WEEKS
BEFORE THE CHANGES TAKE EFFECT.

8. Rights concerning the provision of the Service and data backup

8.1 For the sole purpose of the performance of this Agreement the Customer
grants GBTEC the right to duplicate the data stored by GBTEC for the
Customer, as far as this is necessary for the provision of the services owed
according to this Agreement. GBTEC is also entitled to keep the data in a
disaster recovery system or separate disaster recovery computer center. In
order to resolve errors, GBTEC is further entitled to make changes to the
structure of the data or the data format.

8.2 GBTEC points out that data generated or altered by the Customer during
processing and especially in offline operation cannot be backed up by GBTEC.
The Customer is responsible for the memory of the browser not to be
deleted during this working phase. Only with the successful completion of

the processing and the successful provision of such data to other users via the software (e.g. check-in of the data), the data processed in this way will be saved again in the Service. **NOTE: Working in the private mode of the browser is possible with some BIC products, but GBTEC strongly advises against this. Closing the window will delete all the session's data. Closing the browser can also clear the browser memory and thus discard the local data, depending on the company's settings.**

9. Confidentiality / data protection and data security

GBTEC and the Customer shall execute a data processing agreement as required by article 28 III GDPR as well as a confidentiality agreement. These shall form part of this Agreement.

10. Liability and compensation

10.1 Liability for defects in quality and defects in title (collectively referred to as "Defects") GBTEC provides BIC AI Services as described in the Product Documentation.

   10.1.1 GBTEC warrants that BIC AI Services will perform substantially as described in the Product Documentation and in accordance with the applicable SLA during Customer's use.

   10.1.2 If it does not perform as described, and Customer notifies GBTEC within the warranty period, GBTEC will, at its option, rectify the Defect, or supply a new Product.

   10.1.3 GBTEC will rectify Defects in accordance with the SLA. GBTEC's maintenance obligation does not include the adaptation of the Service to changed conditions of use and technical and functional development, such as changes in the IT environment, in particular changes in the hardware or the operating system,

adaptation to the functional scope of competing products or establishing compatibility with new data formats.

10.1.4 The Customer shall support GBTEC in the determination and elimination of Defects and shall immediately provide any required information and documentation and all required reasonable assistance (e.g. information on more detailed circumstances of the occurrence of the Defect).

10.1.5 GBTEC's liability for initial defects (§ 536a Bürgerliches Gesetzbuch (the Civil Code, "BGB") is excluded, as far as the regulation provides for strict liability.

10.2 Liability in other respects

10.2.1 GBTEC's liability is unlimited for losses arising from injury to life, physical injury or injury to health which caused by a breach of obligations by GBTEC, a legal representative or agent of GBTEC, and for losses caused by the absence of a quality guaranteed by GBTEC, or in the event of fraudulent conduct by GBTEC. In addition, GBTEC is liable without limitation for losses caused by GBTEC or one of its legal representatives or agents through wilful intent or gross negligence.

10.2.2 In the event of a breach of fundamental contractual duties through only slight negligence of GBTEC, GBTEC shall be liable (except in the case stated in clause II.10.2.1) only up to the amount of foreseeable losses typical to this Agreement. Fundamental contractual duties are such duties that are essential to the fulfilment of the proper execution of this Agreement and on the compliance with which the other party relies or may rely. In all other respects, the liability of GBTEC AG is excluded.

10.2.3 Liability under the Product Liability Law remains unaffected.

10.2.4 GBTEC is only liable for losses arising from the loss of data and expenditure for the restoration of such data if the Customer has ensured by means of appropriate precautionary measures, in particular by preparing daily backup copies of all data, that this data can be reconstructed at reasonable expense from machine-readable data material. In all other respects, except in cases of wilful intent and gross negligence, the liability for data loss is limited to the typical expense of restoring the data which would have been incurred if regular backup copies had been prepared in accordance with the risk.

10.2.5 Irrespective of the legal grounds, claims for compensation by the Customer against GBTEC generally expire within one year, unless statutory law provides for a longer limitation period, which is indispensable (*unabdingbar*). GBTEC shall not be held liable for an infringement of the rights of third parties committed by the Customer, their affiliates, their respective end users, officers, directors, employees, agents, representatives, subcontractors or successors which results from the use of the Service in violation of this Agreement. In such case the Customer shall indemnify GBTEC upon first request against any all claims of third parties.

11. Term and termination / exit management

11.1 This Agreement is constructed as a continuing obligation concluded for an indefinite period with a **minimum term of 36 months**, unless a deviating minimum term has been agreed in the Offer. With the expiry of the minimum term, each party has the right to terminate this Agreement by giving three (3) months' written notice to the end of any minimum term respectively – in the absence of further minimum terms - any   contract year. **(GBTEC explicitly points out that offers/orders placed during the**

term of this Agreement are of a purely declaratory nature and have no influence on the existing contractual relationship between the contracting parties where they merely repeat an already agreed upon scope.) The term begins with the provision of the access data to the provided system **with the installed standard software including the BIC AI Services.**

11.2 Both parties reserve the right to terminate this Agreement for cause if the legal requirements are met. This shall be the case if the continuation of the contractual relationship until its expiry or until termination by giving notice cannot reasonably be expected from the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties. GBTEC's reasons for terminating for cause shall include:

- Microsoft's discontinuation, material modification of or material increase of fees for a product or service that GBTEC requires to provide its BIC AI Service,

- Customer's breach of their contractual obligations, in particular:
    o deliberate provision of false contact data,
    o deliberate provision of a false or invalid e-mail address,
    o the Customer is in default of payment of the invoice for more than 30 days (see also clause II.7.3),
    o the Customer transfers their user account to an unauthorised third party,
    o the Customer allows the use of their user account by unauthorised third parties, in particular by unnamed individuals,

- Customer's non-compliance with legal regulations.

If the Customer is responsible for the reason for termination, they shall pay GBTEC the agreed remuneration less the expenses not incurred by GBTEC until the date on which this Agreement would end at the earliest by giving notice.

11.3 Termination by giving notice as well as for cause must be made in writing or in electronic form (certificate-based signature) to be effective. Failure to comply with such form requirement shall result in an invalid termination.

11.4 Should the Customer fail to pay an invoice in full within 30 days after receipt of the payment reminder (cf. clause II.7.3), GBTEC shall have the right to claim an additional lump sum compensation due immediately in the amount of one fourth of the remaining monthly usage and service fee until the end of the regular contract period. The Customer reserves the right to prove a lower loss suffered by GBTEC.

11.5 Deletion of Customer Data: Unless there is an obligation or right to retain data, GBTEC shall delete all data stored in the Service by the Customer within a maximum period of 60 days after termination or expiry of the contractual relationship and destroy all documents provided by the Customer that are still in GBTEC's possession. Upon the Customer's explicit request, GBTEC will confirm such deletion/ destruction in text form. This includes all data entered and stored in the Service by the Customer and their users or by GBTEC on behalf of the Customer. The Customer acquires all rights to such data, including property rights and copyrights. However, this does not include data stored by the Customer or their users in areas of the Service that the Customer has made accessible to third parties (see clause 6.3). The Customer may export their data via the system functions provided by the Service.

12. Transfer of rights and obligations

Neither this contract nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written (text form) consent of the other party. GBTEC may subcontract the performance of certain contractual obligations to its affiliated companies (as defined by § 15 AktG) as well as to the data processing centre the parties have agreed on.

13. Final provisions

13.1 GBTEC reserves the right to unilaterally amend the content of these T's&C'S AI Services as well as the Product Documentation at any time, provided that (1) such amendment is based on factual reasons and is expected to be reasonably acceptable for the Customer or (2) if such amendment only has an advantageous effect for the Customer. Justified reasons for such amendments may be the following:

- new statutory requirements or those of a legal authority

- requirements of a court decision addressed to GBTEC

- changes in the current availability of technologies used and required

- introduction of additional services or of new software, which require further description

- necessary changes to close existing security gaps

- adjustments that serve the technical progress or are necessary for technical or procedural reasons, unless they have significant effects for the Customer.

13.2 GBTEC will notify the Customer of the amendment by e-mail at least four (4) weeks before the amendment takes effect. The amendment requires the consent of the Customer. The consent shall be deemed to have been granted and the new T's&C'S BIC AI Services respectively the new Product Documentation shall be included in the contract, unless the Customer notifies GBTEC of their objection within four (4) weeks after the receipt of the notification of amendment by e-mail or in writing. If the Customer objects, the previous contractual provisions shall continue to apply. In their notification of amendment GBTEC will set the above deadline for objections and point out the consequences of the lack of such reaction. If the Customer objects, each party has the right to terminate the contract with the period of notice applicable for an ordinary termination by e-mail or in writing.

13.3 The present contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods - CISG is excluded.

13.4 In the event of a dispute arising from this contract, the parties shall, prior to conducting legal proceedings, conduct arbitration in accordance with the arbitration rules of the Hamburg Arbitration Board for IT Disputes in the version valid at the time of the initiation of arbitration proceedings. The arbitration proceedings shall serve to settle the dispute in whole or in part, provisionally or finally. If no agreement is reached before the arbitration board, recourse shall be had to the ordinary courts. In this case Bochum (Germany) is agreed to be the legal venue. GBTEC is also entitled to take legal action at any other place of jurisdiction provided by law.

13.5 These T's&C's BIC AI Services must be signed by the Customer and any amendments, declarations, notification and documentation obligations relevant to this Agreement must be in writing (scanned signature sufficient or a certificate-based electronic signature), unless another form has been agreed or is required by law.

13.6 In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. The parties shall then cooperate to replace the invalid, illegal or unenforceable provision with a provision that corresponds as closely as possible to the invalid one.

13.7 This Agreement contains all understandings between the parties and supersedes all other prior or contemporaneous communications, negotiations, discussions, understandings, arrangements or agreements, whether oral, written, between the parties with respect to the subject matter (the provision of BIC AI Services).

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- **Annex: the applicable service level agreement which is determined by the software line to which the Customer has acquired usage rights by way of the Main Product Agreement (i.e. SLA BPM/ GRC)**

Acknowledged and agreed by the Customer:

Company name: _____

Place/date: _____	Place/date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____