

GENERAL TERMS AND LICENSING CONDITIONS OF SABLONO GMBH

Version: 19.11.2021

1. SUBJECT

1.1 These licensing conditions ("**Conditions**") set out the mutual rights and obligations for the use of the Sablono online software solution ("**Platform**") between the Customer and Sablono (individually referred to as "**Party**" and collectively the "**Parties**"). Separate terms and conditions apply for Additional Services.

1.2 Upon acceptance of an order by Sablono or the activation of a user account for the Platform, a binding contract between the company that you represent ("**Customer**" or "**you**") as the licensee and Sablono GmbH, Kieffholzstraße 4, 12435 Berlin ("**Sablono**"), as the licensor shall be concluded. This contract includes (a) these Conditions, (b) the terms and conditions for the commissioned data processing, (c) the terms of use, (d) Sablono's service level agreements ("**Sablono SLA**") and (e) the terms and conditions agreed in the order. In the event of any contradictions between these documents, the terms agreed in the order shall take precedence.

2. DEFINITIONS

"Services" means all of the functions made available to the Customer via the Platform.

"Documentation" means all information related to the use of the Platform (e.g. user manual).

"Customer Data" means all electronic data and information, which the Customer (a) submits to the Platform, (b) processes or uses on or by means of the Platform or (c) otherwise entrusts to Sablono, including personal data and other confidential information.

"Term" means the arranged duration of use of the Platform.

"Malicious Code" means any programs or data, which could damage computer systems or data, including viruses, worms and Trojans.

"Affiliate" means any legally independent companies that are, in relation to each other, companies in which a majority interest is held and companies that hold a majority interest, controlled and controlling enterprises, group companies, cross-shareholding enterprises, or parties to an inter-company agreement.

"Website" means the website through which the Platform can be accessed, currently app.sablono.com or onsite.sablono.com.

"Additional Services" means any services that go beyond just the provision of the Platform, such as user support, implementation, integration, configuration or consulting services.

3. ORDER AND PROVISION OF THE SERVICES

3.1 The Services shall be ordered upon acceptance of an individual offer by Sablono or the conclusion of a Enterprise Agreement between the Parties. All orders shall be binding for the Customer upon receipt by

Sablono. The order must indicate the desired start date, Term and scope of use (number of activities together with the number of users, etc.). The current version of these terms is found in the Sablono Terms of Service, which is available at [Terms of Service](#). Unless otherwise agreed in writing, the order shall be made subject to the currently valid prices indicated in Sablono's offer. Orders do not depend on the provision of future functions or features. Orders can be reduced or changed during the Term only with the written consent of Sablono.

3.2 The Platform shall be provided to the Customer as available at the respective time. The Platform essentially has the functions and features described in the Sablono Platform Service Description. Deviations or changes, which do not significantly extend the functions of the Platform or do not significantly impair the usability of the Platform, shall be deemed to be in accordance with the contract. If Sablono adds additional service packages to its Platform other than those already named, these shall not automatically become part of the scope of services and must be ordered separately by the Customer.

3.3 Sablono does not guarantee that the Sablono Services are continuously available online and function without errors. In particular, Sablono shall not be responsible for any failures or limitations of usability due to circumstances beyond the control of Sablono. Such circumstances include, for example, cases of force majeure, attacks on the Platform as well as disruptions to telecommunications systems or disruptions in the power supply. The Sablono SLA (available at [Sablono SLA](#)) are an integral part of the contract.

3.4 In order to be able to fully use the functions of the Platform, the Customer should meet the system requirements described on the Platform or in the app marketplaces (e.g. Google Play™, App Store (iOS)). Limitations on the usability due to any failure to meet these requirements shall not constitute a defect of the Platform.

3.5 The order shall only be valid for the Customer designated therein. The use of the Platform by companies affiliated with the Customer shall require the written consent of Sablono. In this case, the Customer shall be responsible for the use of its Affiliates in the same way as for its own use. In particular, the Customer must pay the user fee and ensure compliance with all terms of use by its Affiliates.

4. USE OF THE PLATFORM

4.1 The Customer may use the Platform exclusively via the Website, the provided applications (apps) for mobile end devices and only by means of the user accounts assigned to the Customer. The temporary or permanent surrender of user accounts or the joint use of user accounts is prohibited.

4.2 The Customer shall be solely responsible for all activities carried out via its user accounts. The Customer shall keep its login data secret and protect it against unauthorized disclosure. The Customer shall instruct its users to keep the login data secret and to protect it against unauthorized access. The Customer shall inform Sablono immediately if it

detects or suspects any unauthorized access to its user accounts.

- 4.3 Sablono shall not be obligated to check the accuracy of Customer Data but shall be entitled to monitor the use if there are evidence-based indications that the Customer is acting in violation of the law or the contract. If such indications are confirmed and Sablono determines illegal or unlawful behavior, Sablono will notify the customer of the illegal or unlawful behavior and request the customer to comment, which will be taken into account in the decision on block the Customer's access, unless overriding business interests of Sablono or third parties require an immediate block of the Customer's access. For further information, please refer to Sablono's Terms of Service.

5. LICENSE

- 5.1 Upon conclusion of the contract, the Customer shall acquire the non-exclusive, non-transferable and non-sublicensable right to use the Platform in accordance with these Conditions for its own internal business purposes during the Term. The scope of use (number of users, etc.) shall be determined by the order.
- 5.2 The Customer shall not acquire any rights other than those expressly granted herein. In particular, Sablono shall hold all rights, title and interest in, to and from all improvements to the Platform, such as updates, upgrades or other modifications or enhancements, even if they are based on suggestions of the Customer.
- 5.3 Except in cases governed by mandatory law, the Customer may not (a) modify, copy or create adaptations of the Platform, (b) reproduce or mirror the content belonging to or found on the Platform elsewhere (including by means of so-called "framing"), unless this takes place on the Customer's own internal networks or otherwise for the Customer's own internal business purposes and does not result in exceeding the agreed scope of use, (c) reverse engineer the Platform or (d) access the Platform to create competing products or services or to copy or imitate ideas, functions, features or graphical elements of the Platform.
- 5.4 Each Party may use the name and logo of the other Party in customer or vendor lists (including on their websites) during the Term, provided that prior written consent has been obtained for this purpose and the respective specified standards of the logo and/or trademark usage guidelines are observed. Any other references to the other Party shall also require its prior written consent.

6. USER FEE

- 6.1 The user fee shall be invoiced in advance for the minimum contract period and shall be due for payment without deductions within 14 days of the invoice date. Thereafter, the user fee shall be due in advance for the subsequent term of the contract. Unless otherwise stated in the offer, any discounts shall only be valid for the initial contract period; after expiration of the discounted period, the usual fees shall apply. A full or partial refund of the user fee shall only be made in those cases regulated by law. The Customer shall provide Sablono with complete and accurate contact and billing information and update this information without request in the case of any changes.
- 6.2 The user fees shown are exclusive of value added tax. The calculation of value added tax is governed by

the applicable law; Sablono shall not charge VAT provided that the reverse charge procedure applies. In the event of any change in applicable law which results in Sablono being required to account for VAT in respect of the user fees then, if VAT is applicable, Sablono shall be entitled to invoice Customer for such VAT in addition to the user fees. Should payments to be made to Sablono be subject to a withholding tax or similar taxes, the Customer agrees that such payments shall be increased immediately so that the net amount actually received by Sablono is equal to the amount it would have received had such withholding not been due.

- 6.3 If the Customer does not pay the user fee in accordance with the contract, Sablono may, without prejudice to its other rights and legal remedies, block any user accounts of the Customer until the outstanding payment has been settled in full. If any outstanding payment has not been settled within 30 days from the due date, Sablono may terminate this contract extraordinarily. Any other rights of Sablono shall remain unaffected.

7. DATA PROTECTION

- 7.1. The Parties shall conclude a separate agreement on the processing of personal data, which regulates the data processing carried out in connection with this contract.
- 7.2. Information regarding the processing of personal data is found in Sablono's privacy statement.

8. CONFIDENTIALITY

- 8.1. The Parties mutually undertake to handle any confidential information as described below.
- 8.2. Confidential information is any information of one Party (the "**Discloser**"), which is disclosed to the other Party (the "**Recipient**") and (a) is designated as confidential at the time of disclosure if disclosed orally, (b) is clearly marked as "confidential", "proprietary" or in a similar manner if disclosed in writing or (c) must reasonably be understood to be confidential given its nature or the circumstances of its disclosure. Confidential information includes, but is not limited to, trade secrets, know-how, personal data, prices and contract terms, business and marketing plans, program codes, user names and passwords, product designs and information on business processes. Confidential information excludes any information, which, without breaching any obligation to the Discloser, (a) is or becomes generally accessible at the time of its disclosure, (b) was already in the possession of the Recipient before its disclosure, (c) was developed independently by the Recipient or (d) was legally received, i.e. through no fault or action on the part of the Recipient, from a third party; (e) if the Recipient is legally required (i.e. by law and/or administrative/court order) to disclose confidential information of the Discloser, it shall notify the Discloser in advance (to the extent such notice is legally permitted) and reasonably assist the Discloser in defending against the disclosure obligation or limiting its scope at the Discloser's request and expense.
- 8.3. The Recipient shall not disclose or use confidential information of the Discloser for purposes beyond the scope of the contract without the written consent of the Discloser. This shall not apply for the disclosure of any confidential information by the Recipient to its employees and contractors, which is required to provide the Services, if the Recipient assures that such employees and contractors have agreed to

terms and conditions substantially similar to the terms and conditions of this contract when establishing the employment relationship or prior to receiving the confidential information respectively. The Recipient shall protect any confidential information with the same care it uses for its own confidential or proprietary information but shall at least use reasonable care.

- 8.4. Notwithstanding clause 8.3, Sablono may disclose the existence and relevant details of the customer relationship on a confidential basis to a potential acquirer or legal successor in the course of a restructuring, spin-off or any sale of all or individual assets.
- 8.5. If the Recipient discloses or uses (or threatens to disclose or use) confidential information of the Discloser in breach of the agreed confidentiality obligations, the Discloser may, in addition to any other available remedies, seek injunctive relief to have such actions legally prohibited.
- 8.6. The confidentiality obligations set forth in this clause shall continue to apply for two years after the end of the contract (for whatever reason, e.g. expiration or termination).

9. INDEMNITY

- 9.1. The Customer shall indemnify and hold Sablono harmless against any losses, damages or costs (including reasonable legal fees) and defend Sablono against any claims, which are asserted against Sablono on the basis of any act or omission for which the Customer is responsible, claiming that (a) the Customer is using the Platform in a way other than provided for in this contract or the Documentation, (b) the Customer Data or its contractual processing or use by Sablono violates any rights of a third party or (c) the third party has been injured in any other way.
- 9.2. Any indemnification obligation under clause 9 shall be conditional upon Sablono (a) promptly notifying the Customer in writing of the relevant claim and (b) providing the Customer with all assistance, information and authority necessary for defending against or settling the claim concerned.

10. LIABILITY AND WARRANTY PERIOD

- 10.1. Sablono's liability for damages due to ordinary negligence shall be limited to the amount of the foreseeable damages that are typical for this type of contract if material obligations arising from the contractual relationship have been breached. Otherwise, Sablono's liability for ordinary negligence shall be excluded.
- 10.2. The strict liability of Sablono for defects, which already existed at the time of concluding the contract (pursuant to Section 536a(1) of the German Civil Code (BGB)), shall be excluded, unless hidden defects are concerned.
- 10.3. The limitations of liability pursuant to clauses 10.1 and 10.2 shall not apply in cases of mandatory statutory liability. A limitation of liability shall not apply in cases according to the German Product Liability Act or in cases of culpably caused injuries to life, body or health as well as in cases of gross negligence and intent. Furthermore, a limitation of liability shall not apply if and insofar as Sablono has assumed a guarantee.
- 10.4. Clauses 10.1 to 10.3 shall apply accordingly with respect to Sablono's liability for any futile expenses.

- 10.5. The warranty period for defects shall be 1 year.

11. TERM AND TERMINATION

- 11.1. The contract shall initially be concluded for the original Term specified at the time of the initial order, generally for a period of 12 months.
- 11.2. The contract shall be renewed automatically for a further month in each case with a notice period of one month in the case of Project Agreements and automatically for a further year in each case in the case of Enterprise Agreement if the contract is not terminated by at least one Party no later than three months prior to the end of the original Term or the current renewal period.
- 11.3. Each Party's right to terminate the contract extraordinarily shall remain unaffected. Either Party may extraordinarily terminate the contract for an important reason if a material breach of contract by the other Party has not been remedied within 30 days of written notice.
- 11.4. Notice of termination must be given in writing.
- 11.5. If the Customer justifiably terminates the contract extraordinarily, Sablono shall refund the user fee paid in advance for the remaining duration of the Term on a pro rata basis. Such termination shall not release the Customer from the obligation to pay user fees relating to the period prior to the effectiveness of the termination.
- 11.6. Any termination made by Sablono for an important reason shall not affect any claims for damages of Sablono against the Customer, which Sablono has suffered, for example, in the form of handling costs; the Customer shall compensate Sablono for such damages, unless the Customer can prove that lesser damages have occurred.
- 11.7. The Customer may continue to access its user accounts for 30 days after the termination of the contract in order to download or export its Customer Data. Upon expiration of this period, Sablono may deactivate the Customer's user accounts. Sablono shall delete all Customer Data contained in the user accounts 14 days after the deactivation of the user accounts.

12. REPRESENTATIONS AND WARRANTIES

- 12.1. The Parties hereby mutually represent and warrant that they can legally conclude this contract.
- 12.2. The Customer represents and warrants that (a) the Customer Data does not infringe any copyrights, patents, trade secrets or other third-party or property rights, (b) it shall exercise reasonable care to prevent, to the extent possible, Customer Data from containing Malicious Code, and (c) it shall not use the Platform in a manner that is contrary to this contract or the law.
- 12.3. Sablono represents and warrants that (a) Sablono shall take reasonable technical and other precautions to prevent, to the extent possible, the Platform from containing Malicious Code and (b) Sablono has sufficient rights to grant the Customer the rights of use granted herein.

13. CONTRACT AMENDMENTS

- 13.1. Sablono may amend these Conditions to the extent necessary to reflect changes to the Platform or the Services. Sablono shall notify the Customer of such

amendments in a suitable form (e.g. on the Platform or by email), stating the effective date with reasonable advance notice. If the amendments should concern a noticeable reduction of the functionality of the Platform, Sablono shall grant the Customer in the notification a special right of termination to be exercised within 1 month. If the Customer does not exercise the special right of termination, the amendments shall be deemed agreed.

13.2 Any other amendments or additions to this contract shall be effective only if made in writing and signed by both Parties. The same shall apply for the cancellation of this written form requirement.

14. OTHER PROVISIONS

14.1 The parties are independent contractual entities. This contract shall not establish any partnership, joint venture or franchising, agency, fiduciary or employment relationship between the Parties.

14.2 No failure or delay on the part of a Party to exercise its contractual or legal rights shall constitute a waiver of such rights.

14.3 Either Party may assign this contract in its entirety without the consent of the other Party, provided that such assignment is made in connection with a merger, acquisition, reorganization or sale of all or all material assets of such Party that does not involve a direct competitor of the other Party. Any attempt of either Party to transfer its rights or obligations under this contract in violation of this clause shall be invalid.

14.4 This contract shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising from or in connection with this contract is Berlin.

14.5 This contract, together with all components set forth in clause 1.2, constitutes the entire agreement between the Parties with respect to the subject matter contained herein and replaces all previously or simultaneously made oral or written agreements, proposals or representations.