

General Terms and Conditions

schnell.digital GmbH · Theodor-Heuss-Ring 9D · 86405 Meitingen

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Note on this translation: *This document is an English translation of the German General Terms and Conditions („Allgemeine Geschäftsbedingungen“) of schnell.digital GmbH. It is provided for information purposes only. The German version is the sole legally binding version; in the event of any discrepancy or difference in interpretation between the two versions, the German version shall prevail.*

§ 1 Scope of Application

(1) These General Terms and Conditions (GTC) apply to all contracts between schnell.digital GmbH, having its registered office in Meitingen, Germany (hereinafter „schnell.digital“), and its customers concerning consulting, training, implementation, setup, integration, development and support services as well as the provision of software products.

(2) These GTC apply exclusively to entrepreneurs within the meaning of Sec. 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Contracts with consumers within the meaning of Sec. 13 BGB are not concluded.

(3) The provision of products (e.g. software/SaaS products) is subject to supplementary terms in the version valid at the time the contract is concluded. In the event of conflicts, the following order of precedence applies: (1) individual order/order form, (2) framework or quota agreement, (3) Special Terms AI Kit, (4) these GTC, (5) service descriptions and price lists.

(4) Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if schnell.digital expressly consents to their application in text form.

(5) These GTC in their respective current version also apply to future business with the customer without any need for renewed reference thereto.

§ 2 Offers and Conclusion of Contract

(1) Offers made by schnell.digital are subject to change and non-binding. Offers are valid for 14 days from the date of issue unless otherwise stated in the offer.

(2) A contract is concluded upon order confirmation by schnell.digital (text form is sufficient) or upon commencement of the provision of services by schnell.digital; this applies in particular to arrangements concerning urgent services. Acceptance of the offer by the customer shall be deemed to constitute the placing of an order.

(3) Expected delivery and performance dates stated in the offer are non-binding planning information unless they are expressly designated as binding.

§ 3 Provision of Services

(1) The scope of services results from the respective order, the offer and the service descriptions referenced therein.

(2) schnell.digital is entitled to have services performed in whole or in part by appropriately qualified third parties (subcontractors, freelancers) and to select the personnel deployed at its own discretion.

(3) Services provided by schnell.digital are generally rendered remotely. If the provision of services on the customer's premises is required or expressly requested by the customer, this shall be agreed; travel times and costs are governed by § 8 para. 4. In all other respects, schnell.digital shall determine the manner of performance (remote/on site) at its reasonable discretion.

§ 4 Customer's Obligations to Cooperate

(1) The customer shall support schnell.digital in the provision of services appropriately and free of charge within the framework of cooperative collaboration.

(2) At the start of the contract, the customer shall appoint a qualified project manager authorised to make decisions as the contact person. The customer is responsible for defining its requirements in substance, prioritising the tasks

as well as for the technical and business decisions in the project.

(3) The customer shall provide all necessary information, documents, data, access rights and contributions (e.g. IT infrastructure, licences, test data) completely, correctly and in good time in accordance with the agreed schedule.

(4) The customer warrants that it holds all necessary rights to the data and content provided and that their use by schnell.digital does not infringe any third-party rights and does not violate applicable law.

(5) Delays and additional expenses resulting from omitted, delayed or defective cooperation shall be borne by the customer. In such cases, schnell.digital is entitled to adjust deadlines and to invoice any additional expenses incurred at the applicable rates. If the customer repeatedly refuses to cooperate despite a request and a reasonable grace period, schnell.digital may discontinue the services and invoice the services rendered up to that point.

§ 5 Consulting, Implementation and Development Services (Professional Services)

(1) Professional Services include in particular: AI and digitalisation consulting, training courses and workshops, analysis and conceptual services, implementation and setup projects, integration and customisation services as well as software development services. Software development projects regularly include consulting and training components; these form part of the overall project and do not constitute separate contracts.

(2) **Nature of the contract:** Professional Services are services within the meaning of Sec. 611 et seq. BGB. schnell.digital renders them in accordance with the state of the art with the diligence of a proper specialist company through qualified personnel. **What is owed is the diligent activity as such; a specific outcome, a particular economic result or the achievement of specific key performance indicators is not owed**, unless a work performance pursuant to § 6 has been expressly agreed in an individual case.

(3) **Work results:** Work results created in the course of the provision of services (e.g. concepts, documentation, presentations, configurations, setups, source code) document the status of the activity and shall be handed over or made available to the customer. Their handover does not constitute acceptance within the meaning of contract-for-work law and does not give rise to any warranty rights under contract-for-work law.

(4) **Procedure:** Unless otherwise agreed, services are rendered iteratively and in coordination with the customer (e.g. in sprints or work packages). The customer prioritises the requirements; schnell.digital manages the methodological implementation. Changes to the scope of services require coordination in text form; if changes affect effort or deadlines, schnell.digital may demand a reasonable adjustment of the remuneration and the deadlines.

(5) **Service records:** Services rendered shall be documented by means of service records (e.g. monthly, per sprint or per work package). The customer must raise objections to a service record within 14 days of receipt in text form, stating the specific complaint. Upon expiry of this period, the service record shall be deemed approved. schnell.digital shall inform the customer of this consequence in the service record.

(6) **Correction of formal errors:** schnell.digital shall correct formal errors in work results handed over (e.g. calculation, spelling or presentation errors in documents) free of charge within a reasonable period, provided they are notified in text form within 14 days of handover.

(7) **No warranty** is assumed in particular for: the economic success of the consulting; decisions made by the customer on the basis of the services; the lasting suitability of recommended technologies, systems or AI models in the event of changes in the state of the art; circumstances based on incomplete or inaccurate information provided by the customer.

§ 6 Work Performances (only upon express agreement)

(1) A work performance with a guarantee of success exists only if the order is expressly designated as a „work performance“ („Werkleistung“) and a work capable of

acceptance, a fixed price and an acceptance procedure have been agreed. In case of doubt, a service pursuant to § 5 exists.

(2) **Provision for acceptance:** schnell.digital shall give notice of completion in text form. The customer shall inspect the work within an acceptance period of 10 working days from such notice and shall declare acceptance or refuse it, stating the specific defects in text form.

(3) **Deemed acceptance:** The work shall be deemed accepted if (a) the customer does not issue a declaration stating at least one material defect within the acceptance period, (b) the customer uses the work productively or (c) the customer pays the final invoice without reservation. schnell.digital shall inform the customer of the consequences of failing to issue a declaration together with the notice of completion (Sec. 640 para. 2 BGB).

(4) Immaterial defects do not entitle the customer to refuse acceptance; they shall be remedied within the scope of liability for defects.

(5) **Liability for defects:** The limitation period for claims based on defects is 12 months from acceptance. Defects must be reported without undue delay upon discovery in text form and in a comprehensibly documented manner (time, steps performed, data constellation, malfunction, screenshots/logs). schnell.digital shall first provide subsequent performance; if this fails after a reasonable grace period, the customer shall be entitled to the statutory rights. Only deviations from the agreed condition which impair the contractually intended use more than insignificantly shall be deemed defects.

(6) No defect exists in the case of complaints based on change requests, changed requirements, third-party interventions, operating errors or changes to the customer's environment. If a notice of defect proves to be unjustified, schnell.digital may charge for the analysis and processing effort at the applicable rates, provided the customer is responsible for the lack of justification or it was apparent to the customer.

§ 7 Support and Maintenance (Reference)

(1) Support and maintenance services are not the subject of these GTC. They are provided only insofar as (a) they are included in the licence scope of a schnell.digital software product or (b) a separate support or maintenance contract has been concluded.

(2) The type, scope, priorities, response and service times as well as the **remuneration** for support and maintenance services are set out exhaustively in the respective licence or maintenance contract and the product-related Special Terms (e.g. Special Terms AI Kit).

(3) Without an agreement pursuant to paragraph 1, there is no entitlement to support or maintenance services. If schnell.digital nevertheless renders such services at the customer's request, these shall be charged on a time and materials basis pursuant to § 8.

§ 8 Remuneration and Terms of Payment

(1) **Principle:** Consulting, training, implementation, setup and development services are invoiced according to the service package stated in the offer. If no package remuneration has been agreed, invoicing shall be **on a time and materials basis** at the schnell.digital rates valid at the time the contract is concluded. The remuneration for support and maintenance services is governed by the respective licence or maintenance contract (§ 7).

(2) **Licence remuneration:** The remuneration for software products (in particular AI Kit) is governed by the price structure or price list valid at the time the contract is concluded and by the respective order.

(3) **Quotas and framework agreements:** Agreed quotas (e.g. hour or day packages) must be called off in full within the agreed term. The following applies:

- If the customer calls off **80 % to 100 %** of the quota during the term, only the services actually rendered shall be remunerated.
- If the customer calls off **less than 80 %** of the quota (under-utilisation),

schnell.digital is entitled to charge **60 % of the remaining quota not called off. The customer remains entitled to prove that schnell.digital has incurred no disadvantage or a substantially lower disadvantage as a result of the under-utilisation; in this case, the claim shall be reduced accordingly.**

- The customer is entitled to exceed the quota by **up to 10 %** at the quota conditions (additional utilisation). Services beyond this require a new offer or shall be charged on a time and materials basis.

(4) **Travel times and travel expenses:** Travel times are deemed working time and are remunerated at the agreed hourly rates unless otherwise agreed. Unless otherwise stated in the offer, travel costs are charged at **EUR 0.50 per kilometre driven** (outward and return journey). Other travel and accommodation costs are stated in the offer; in the absence of such a statement, they shall be charged according to actual expenditure against proof.

(5) All prices are net prices plus the applicable statutory value added tax.

(6) Invoices are due for payment without deduction within **14 days** of the invoice date. schnell.digital is entitled to issue electronic invoices. Services invoiced on a time and materials basis or under quotas shall be invoiced monthly unless otherwise agreed.

(7) In the event of default of payment, the statutory default interest applies (Sec. 288 para. 2 BGB). schnell.digital is entitled, after giving notice, to withhold further services until outstanding receivables have been settled.

(8) The customer may only offset claims that are undisputed or have been established with final legal effect; rights of retention are available to the customer only on the basis of the same contractual relationship.

§ 9 Rights of Use and Intellectual Property

(1) Unless expressly agreed otherwise, upon full payment of all associated remuneration the customer receives in the work results created for it a **simple (non-exclusive), non-transferable,**

non-sublicensable right of use, unlimited in time, for its own business purposes. Transfer to third parties or sublicensing is permitted only with the prior consent of schnell.digital in text form and on the basis of a separate supplementary agreement; in particular in the case of projects with a product development character, deviating provisions, including financial ones (e.g. revenue-sharing or licence models), may be agreed.

(2) The copyright and all other intellectual property rights in the services and work results remain with schnell.digital. In particular, methods, frameworks, templates, tools, reusable components and other know-how of schnell.digital are not transferred.

(3) Unless otherwise agreed, software is provided exclusively in executable form. An entitlement to the release of source code or project files exists only upon express agreement in text form.

(4) schnell.digital is entitled to use and further develop general findings, experience, methods, concepts and reusable components (e.g. libraries, base components) that do not contain any confidential information of the customer for other projects, customer relationships and its own products. Exclusive transfers require express agreement in text form.

(5) Until full payment has been made, all granted rights of use are subject to retention of title or of rights.

(6) The respective licence terms apply additionally to open source and other third-party components; schnell.digital shall disclose material third-party components upon request.

§ 10 Use of AI, Transparency and Duties of Review

(1) schnell.digital uses artificial intelligence systems in the provision of its services and in its products. Pursuant to Art. 50 of Regulation (EU) 2024/1689 (AI Act), the customer is informed that it may be interacting with AI systems and that content may have been generated with AI support. Insofar as personal data is processed in this context, the AI systems are used within the framework of and in accordance with the data protection provisions pursuant to § 12, in particular the schnell.digital privacy policy and,

where applicable, the data processing agreement.

(2) AI-generated content and results may contain statistical errors, bias or inaccurate information („hallucinations“). The customer is obliged to review AI-supported results on its own responsibility for accuracy, plausibility, suitability and legal admissibility prior to their use and not to use them unreviewed as the sole basis for decisions.

(3) schnell.digital does not provide legal or tax advice within the meaning of the German Legal Services Act (RDG) or the German Tax Consultancy Act (StBerG). Consulting results do not replace the examination of the individual case by members of the legal and tax advisory professions.

§ 11 Confidentiality

(1) The parties shall treat all confidential information of the other party obtained in the course of the collaboration as confidential and shall use it exclusively for the performance of the contract. Confidential information means all information that is marked as confidential or is to be regarded as confidential by its nature, including trade secrets within the meaning of Sec. 2 of the German Trade Secrets Act (GeschGehG).

(2) Disclosure to third parties requires the prior consent of the other party in text form; subcontractors and advisors who are subject to comparable confidentiality obligations are exempt.

(3) The confidentiality obligation applies for the term of the contract and for **three years** thereafter; for trade secrets it applies indefinitely for as long as the secret exists.

§ 12 Data Protection

(1) The parties shall comply with the applicable data protection provisions, in particular the GDPR.

(2) If schnell.digital processes personal data on behalf of the customer, the parties shall conclude a data processing agreement (DPA) pursuant to Art. 28 GDPR before the processing begins. The customer remains the controller for the data it provides.

(3) schnell.digital uses external service providers (including cloud and AI services) for the provision of its services and concludes data processing agreements with them where necessary. The respective sub-processors used are set out in the DPA.

(4) **Clarification regarding the use of AI:** The customer is advised that schnell.digital also uses artificial intelligence systems in the course of data processing, including processing on behalf of the customer (§ 10). The type, scope and purposes of this processing as well as the AI services used are set out in the schnell.digital privacy policy and, in the case of processing on behalf of the customer, in the DPA together with the list of sub-processors. By placing an order, the customer confirms that it has taken note of this.

§ 13 Liability in Principle

(1) schnell.digital is liable without limitation:

- in cases of intent and gross negligence,
- in the event of culpable injury to life, body or health,
- under the mandatory provisions of the German Product Liability Act,
- to the extent of an expressly assumed guarantee,
- in the event of fraudulent concealment of a defect.

(2) In cases of simple negligence, schnell.digital is liable only in the event of a breach of material contractual obligations (cardinal obligations). Cardinal obligations are obligations the fulfilment of which is essential to the proper performance of the contract in the first place and on the observance of which the customer may regularly rely. In such cases, liability is limited to the foreseeable damage typical for the contract at the time the contract was concluded.

(3) In all other respects, liability for simple negligence is excluded. Subject to paragraph 1, schnell.digital is in particular not liable for:

- the customer's economic decisions and entrepreneurial risks,
- decisions made by the customer on the basis of AI-generated results, forecasts, analyses or recommendations,

- the accuracy, completeness or currency of the content of AI-generated material (§ 10 para. 2),
- damage arising from incomplete, incorrect or unlawful data, content or specifications provided by the customer,
- damage arising from the customer's omitted or delayed cooperation, including the omission of the plausibility check pursuant to § 10 para. 2,
- disruptions and changes in the services of third-party systems, external interfaces (APIs) and third-party AI models outside the sphere of influence of schnell.digital,
- damage arising from the use of unsupported software versions contrary to the Special Terms AI Kit,
- market developments and changes in the state of the art after the services have been rendered.

(4) Strict liability for defects already existing at the time the contract was concluded pursuant to Sec. 536a para. 1 alt. 1 BGB in the case of rental or rental-like contracts (in particular SaaS) is excluded.

§ 14 Amount of Liability

(1) Liability for damage caused by simple negligence (§ 13 para. 2) is limited in amount:

- in the case of continuing obligations (e.g. SaaS, subscription, support) to the **annual remuneration** agreed for the service concerned,
- in the case of project and individual orders to the **order value** of the order concerned,
- but in total to a maximum of **EUR 50,000 per instance of damage**.

(2) Subject to § 13 para. 1, liability for indirect damage and consequential damage, in particular loss of profit, failure to achieve savings, production and business interruptions, reputational damage as well as contractual penalties owed to third parties, is excluded.

(3) In the event of loss of data, liability is limited, subject to § 13 para. 1, to the restoration effort that would have been incurred in the case of proper and regular data backup by the customer. This does not apply insofar as data backup is

expressly incumbent on schnell.digital under the contract. The customer is obliged to back up its data regularly and in accordance with the state of the art; upon request, schnell.digital may offer supporting services for data backup and restoration (to be remunerated separately).

(4) Several breaches of duty based on the same cause shall be deemed a single instance of damage.

(5) The above limitations of liability also apply for the benefit of the corporate bodies, employees, freelancers and subcontractors of schnell.digital.

(6) Claims for damages that do not fall under § 13 para. 1 become time-barred within **12 months** of the statutory commencement of the limitation period.

§ 15 Force Majeure

(1) If a contractual obligation cannot be fulfilled due to force majeure, the affected party shall be released from its obligation to perform for the duration of the event plus a reasonable start-up period; deadlines shall be postponed accordingly. If performance becomes permanently impossible or unreasonable, both parties are entitled to withdraw from or terminate the order concerned.

(2) Force majeure includes in particular: natural disasters, war, riot, fire, flood, explosion, pandemics, official measures, industrial action as well as disruptions of the electricity, telecommunications or data transmission infrastructure for which the affected party is not responsible.

§ 16 Term and Termination of Continuing Obligations

(1) The term and termination are set out in the respective order or in the Special Terms AI Kit. In the absence of a provision, continuing obligations may be terminated with one month's notice to the end of the month.

(2) The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular if (a) a party materially breaches essential contractual obligations and fails to remedy this despite a warning with a reasonable deadline or (b) the customer is in

default with the payment of two due invoices for more than 30 days.

(3) Terminations must be made in text form.

§ 17 Reference Naming and Use of Logos

(1) schnell.digital is entitled to name the customer as a reference customer during the term of the contract and to use the company name and company logo free of charge in suitable marketing materials (including website, presentations, offers, social media, trade fairs).

(2) The naming is limited to the use of the name and logo as well as a general description of the use case; confidential project-related or technical details are not published. Confidentiality (§ 11) remains unaffected.

(3) Revocation: The customer may revoke the use at any time in text form with effect for the future. schnell.digital shall remove references in digital media within 14 days; contributions dating from the past, such as photo or video productions, are excluded. Print materials already produced may continue to be used until stocks are exhausted; no reproduction shall take place.

(4) The customer's brand guidelines (style guides) shall be taken into account appropriately.

(5) The use of contact details, contact persons named by name, customer quotations or non-anonymised screenshots shall only take place with the customer's prior consent.

§ 18 Final Provisions

(1) Amendments and supplements to contracts as well as legal declarations (e.g. terminations, notices of defects, objections) require **text form** (Sec. 126b BGB, e.g. email), unless otherwise stipulated in these GTC and unless a stricter form is required by law. This also applies to any amendment of this text form requirement.

(2) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(3) The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is, to the extent permitted by law, **Augsburg**. schnell.digital is also entitled to bring disputes with the business partner before the courts of the business partner's general place of jurisdiction.

(4) Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, the valid provision that comes closest to the economic purpose of the invalid provision shall be deemed agreed.