

Annex 4
General Terms and Conditions of octonomy AI GmbH

Table of contents

1. Scope, Contracting Parties and Definitions	2
2. Subject Matter and Conclusion of the License Agreement	3
3. Scope of Services	3
4. Rights and Obligations of the Parties	4
5. Rights of Use and Copyrights	6
6. Term and Termination	6
7. Remuneration, Terms of Payment	7
8. Warranty	8
9. Liability, Limitation of Liability	8
10. Confidentiality	9
11. Data Protection	9
12. General	9

1. Scope, Contracting Parties and Definitions

- 1.1. octonomy AI GmbH, Kirchweg 40, 50858 Cologne, Germany (hereinafter referred to as "**octonomy**"), offers companies, public authorities, and other organizations (hereinafter referred to as "**Customers**" or "**the Customer**") offers the AI Platform Services to the extent as agreed in the Offer and specified in the Statement of Work.
- 1.2. These General Terms and Conditions including the Annexes apply to all contracts for the use of AI Platform Services between octonomy and the Customer.
- 1.3. The validity of general contractual or business conditions of the Customer is expressly excluded. This also applies if octonomy has not expressly objected to the Customer's terms and conditions. Separate, bilateral agreements remain unaffected.
- 1.4. These General Terms and Conditions apply only to Entrepreneurs, legal entities under public law, and special funds under public law.
- 1.5. § 312i para 1, nos. 1, 2 and 3 and para 1 sent. 2 German Civil Code (BGB) do not apply to contracts concluded between the Parties in electronic commerce.
- 1.6. The following definitions apply to these General Terms and Conditions:

"Confidential Information"	means all information and documents, irrespective of the way in which they are embodied or reproduced, including contractual documents, provided to one Party by the other Party, which are not publicly available or the contents of which indicate that they are obviously intended to be kept confidential. Confidential information includes technical, business, and other information, such as information relating to technologies, research and development, products, services, prices of products and services, customers, employees, subcontractors, marketing plans, and financial matters.
"Contract Term"	means the term of the contracted AI Platform Services that shall commence on the Start Date of the License Agreement stated in the Offer.
"Customer Content"	is the Customer's own content, such as prompts, tools, databases and the like, that the Customer uploads to the Platform.
"Customer Support"	means the support provided by octonomy pursuant to Annex 1.
"Delivery Point of Service"	means the access point of octonomy's data center.
"Entrepreneurs"	are all natural or legal persons as well as partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity.
"Force Majeure"	means events that could not be averted by octonomy or Customer exercising due diligence, such as natural disasters of any kind, fire, traffic accidents, war, sabotage, strikes, and/or power outages.
"GTC"	means these General Terms and Conditions.
"Party/ Parties"	means octonomy and/or the Customer.
"Platform"	means the AI Platform Services offered via the Internet.

“Renewal Term”	means the term automatically renewed after the previous Contract Term.
“Service Components”	are the different service components offered by octonomy and specifically defined in the respective Offer to the Customer.
“Start Date”	means the date set forth in the Offer.
“User/ Users”	means Users of the AI Platform Services authorized by the Customer.
The “License Agreement”	for the AI Platform Services shall consist of the Offer, the Price Sheet, the Statement of Work, and these GTC including all references. In the event of a conflict, the following order shall apply: <ol style="list-style-type: none"> 1. Offer 2. Annex 3 to the Offer: Price Sheet 3. Annex 1 to the Offer: Statement of Work 4. Annex 2 to the Offer: Data Processing Agreement 5. Annex 4 to the Offer: GTC 6. Annex R to the Offer: Technical Requirements and Information 7. Annex C to the Offer: Supported Connectors

2. Subject Matter and Conclusion of the License Agreement

- 2.1. octonomy Platform Services consists of Service Components, some of which are supplemented by additional services and software tools. These include (i) the creation of AI employees capable of performing various tasks as defined by the Customer, (ii) professional services and (iii) consulting services. Some of the Service Components are delivered as web-based software-as-a-service via the octonomy Platform.
- 2.2. octonomy offers the Service Components according to the **Price Sheet** attached to the Offer (**Annex 3**) and the **Statement of Work (Annex 1)**. octonomy provides the Service Components to the Customer to the extent as agreed in the Offer and, if applicable, with other agreed additional services.

3. Scope of Services

- 3.1. During the term of the License Agreement, the Customer receives access to all functions of the ordered Service Components according to the Statement of Work (**Annex 1**) and the Price Sheet (**Annex 3**) and to the extent as agreed in the Offer. Further services by octonomy are not part of the License Agreement.
- 3.2. octonomy provides the Platform, including the services to be provided thereon, on servers for use at the Delivery Point of Service. In order to use the Platform, the Customer must have its own access to the Internet and use that access to access the Platform at the Delivery Point of Service.
- 3.3. The Customer recognizes that compliance with the technical requirements as stated in the **“Technical Requirements and Information”** is necessary for access to the Platform. Fulfillment of technical requirements is the sole responsibility of the Customer. The technical requirements can be found in the Technical Requirements and Information (**Annex R**).

4. Rights and Obligations of the Parties

- 4.1. The Customer shall create the necessary conditions for use by the Customer as described in the Technical Requirements and Information in Annex R, in particular the system requirements and infrastructure, as well as for the telecommunication connection between the Parties up to the respective Delivery Point of the Service pursuant to Sec. 3.2 and Sec. 3.3.
- 4.2. Unless otherwise agreed to in the Offer, the Customer may only use the tools and connectors provided by octonomy that can be found in the Supported Connectors (**Annex C**).
- 4.3. If the Parties have agreed to use one or more Service Components at a flat rate, this includes a limit of Service Components. The Customer shall refrain from exceeding the limit of the flat rate package ("**Overuse**"). In the event of such Overuse, the Parties will negotiate a new flat rate model. If the Parties do not reach an agreement, octonomy reserves the right to either (i) block any usage in excess of the agreed limit or (ii) to block the use of the AI Platform Services altogether until the Parties reach an agreement.
- 4.4. The Customer is responsible for compliance with the statutory provisions in connection with the use of AI Platform Services. If the Customer becomes aware that the rights of third parties are apparently being violated by AI Platform Services (in particular personal rights, rights to a name, trademark rights, copyrights), the Customer shall inform octonomy immediately in text form. The Parties will then agree on how to proceed.
- 4.5. Unless otherwise agreed to in the Offer or with the prior written consent of octonomy, the Customer shall refrain from any use, modification or other conduct that could lead to a violation of AI-specific regulations to the detriment of octonomy. This includes, inter alia, the Customer's use of the AI Platform Services within the area of prohibited AI practices or within the areas listed in Annex III of Regulation (EU) 2024/1689 (AI-Act) as well as modifications which influence or may influence the degree of risk of the AI Platform Services under this regulation.
- 4.6. The Customer shall designate a contact person responsible for the implementation and use of the AI Platform Services who can answer all questions and make or coordinate all related decisions. The Customer shall inform octonomy of this contact person immediately after conclusion of the License Agreement.
- 4.7. User's access is only permitted to persons for whom the Customer has been granted a license to use the AI Platform Services.
- 4.8. The Customer is responsible for the supervision of its personnel, in particular the Users. The Customer is obliged to oblige them to comply with the provisions of the License Agreement applicable to them. The AI Platform Service may only be used for the Customer's own operational purposes and within the agreed scope of use.
- 4.9. As far as necessary to provide customer support, the Customer Support shall have access to and control over the Customer's environment. Besides Customer Support, solely the Customer shall be in control of access to their environment. The Customer shall ensure that only authorized Users have access to the environment and access to any information required to access the Customer's environment, pursuant to Sec. **Fehler! Verweisquelle konnte nicht gefunden werden..**
- 4.10. The Customer and its Users are obliged to keep access data secret and not to disclose them to unauthorized third parties (or other users). The Customer will inform octonomy immediately if there is any suspicion that unauthorized access data has been made accessible or otherwise become known.

- 4.11. In the event that octonomy has reasonable grounds to suspect that access data has become known to unauthorized third parties, octonomy is entitled, but not obliged, for security reasons to independently block the Customer's or User's access via the SSO with the previous access data and/or the User can only log in with new access data. These new credentials may in turn be included in the SSO. octonomy will immediately inform the Customer and/or the User.
- 4.12. The Customer is entitled and responsible for uploading of its own Customer Content to the Platform within the scope of the technical possibilities and the offered storage capacity of the Platform. The Customer is responsible for ensuring that Customer Content is in accordance with the applicable legal provisions and does not infringe the rights of third parties. After expiration of the License Agreement, octonomy will delete the Customer Content from the Platform. The Customer is responsible for saving the relevant Customer Content itself before the end of the License Agreement.
- 4.13. The Customer shall ensure that the Users do not:
- publish or make available any insulting, violence-glorifying, discriminatory, inhumane, defamatory, racist, untrue or similar content not protected by the right to freedom of expression on the Platform;
 - publish or make available any pornographic content on the Platform;
 - publish or make available any content on the Platform that violates laws for the protection of minors or criminal laws;
 - take any action that could block, overload or impair the proper functioning or appearance of the Platform or the Service Components (e.g., denial-of-service attacks);
 - publish or make available on the Platform any commercial communication (such as spam) that has not been pre-approved by octonomy;
 - use automated mechanisms (such as bots, robots, spiders, or scrapers) to collect content or information from other Users or otherwise access the Platform or the Service Components, unless octonomy's express prior permission has been obtained;
 - operate illegal structural sales, such as snowball systems, on the Platform or in the Service Components;
 - upload viruses or other malicious code;
 - access any environments, accounts and accesses that are not expressly assigned to the Customer;
 - use legally protected content without authorization;
 - collect, use or process data of other Users without authorization.
- 4.14. octonomy is entitled to irretrievably delete any content that violates Sec. 4.13. In this respect, the Customer and the User have no claim to restoration of content that has already been deleted.
- 4.15. If the Customer or one of its Users violates Sec. 4.13 or any statutory legal provisions, octonomy is entitled to
- modify or delete content;
 - restrict the Customer's or the User's access for a limited period of time;
 - restrict the Customer's or the User's access permanently in consideration of the respective interests, severity of the infringement and other relevant circumstances;
 - prohibit the Customer or the User from registering again under the same or a different name after the deletion of access.

octonomy may impose these sanctions without prior notice and without consultation with the Customer, even against the express will of the Customer or the User. octonomy will notify the Customer and the User of the relevant sanctions by e-mail.

- 4.16. octonomy reserves the right to extend, supplement or change any of the services offered at any time, provided that this results in an improvement of the AI Platform Services for the Customer or does not result in a (significant) deterioration of the AI Platform Services
- 4.17. The following elements of the AI Platform Services are based on a self-service approach and thus within the primary control of the Customer:
 - 4.17.1. **Connectors:** Integration of third-party platforms / software tools is the sole responsibility of the Customer.
 - 4.17.2. **Tasks:** Definition of tasks is the sole responsibility of the Customer, even if support of octonomy has been agreed in the Offer as part of the professional services. Tasks are essentially prompts assigned to and executed by the respective agent.
 - 4.17.3. **Agent:** The configuration of agents is the sole responsibility of the Customer. This includes, in particular, the selection of tasks that should be assigned to the agent.
 - 4.17.4. In this respect, octonomy reserves the right to extend, supplement or modify these elements in accordance with Sec. 4.16.

5. Rights of Use and Copyrights

- 5.1. octonomy grants the Customer the locally unrestricted, temporary, revocable, non-exclusive, non-sublicensable, and non-transferable right to use the Platform and the Service Components and additional services made available through it for its own operational purposes and as specified in the License Agreement and to the agreed extent and for the Contract Term of the License Agreement.
- 5.2. The Customer is not entitled to (i) rent, lease, lend, reproduce, resell, or otherwise distribute or pass on the Platform or access to the Platform, including via the Internet or a downstream public or private data network; (ii) use the Platform to develop other services; (iii) activate or use components of the Platform for which the Customer has not been granted any rights of use; (iv) transfer the rights to use the Platform to any third party or grant any third party access to the Platform; (v) modify, translate, reproduce, decompile, or interfere with the functionality of the program code of the Platform, except to the extent permitted by mandatory copyright laws; and (vi) remove, obscure, or alter any legal notices, including but not limited to octonomy's intellectual property rights.
- 5.3. If the Customer provides or makes available any Customer Content on the Platform, whether through upload, integration, configuration, or other means, all rights to the Customer Content remain with the Customer. The Customer grants octonomy the unrestricted, temporary, revocable, non-exclusive, non-sublicensable, and non-transferable right to use the Customer Content on the Platform for the provision of the AI Platform Service within the scope of the License Agreement for the Contract Term of the License Agreement.
- 5.4. octonomy reserves the right to use, for its own purposes, the aforementioned Customer Content (with the exception of any trademarks or signs belonging to third parties) and in particular, the knowledge derived from them.

6. Term and Termination

- 6.1. The License Agreement is concluded for the Contract Term as set forth in the Offer. The Contract Term of the contracted AI Platform Service shall commence on the Start Date of the License Agreement stated in the Offer.
- 6.2. Irrespective of the Start Date, octonomy is entitled, but not obliged, to provide the AI Platform Service before payment is due in accordance with Sec. 7.

- 6.3. The License Agreement shall be automatically renewed by one (1) additional year, if the License Agreement is not terminated by either Party with a period of three (3) months before the end of the respective Contract Term.
 - 6.4. Both Parties shall have the right to terminate the License Agreement for cause without notice. Cause for octonomy includes in particular
 - 6.4.1. a serious breach by the respective Customer of the provisions of this License Agreement, or
 - 6.4.2. the failure of the Customer to make due payments despite a reminder and a grace period.
- Any termination without notice requires that the other Party is given a written warning and is requested to eliminate the alleged reason for the termination without notice within a reasonable period.
- 6.5. Any notice of termination must be at least in writing.
 - 6.6. After the end of the Contract Term, the AI Platform Service will no longer be provided and the Customer's access rights to the Platform will be blocked.

7. Remuneration, Terms of Payment

- 7.1. For the provision of the AI Platform Service, the Customer shall pay the remuneration as agreed in the License Agreement and specified in the Price Sheet. Unless otherwise agreed to in the Price Sheet, the remuneration is independent of use and shall also be due if the Customer does not (fully) use the AI Platform Service,
- 7.2. Unless otherwise agreed in the Price Sheet, the remuneration for the entire Contract Term is payable in advance within 14 calendar days after receipt of the invoice and without deduction. Invoicing by octonomy takes place immediately after conclusion of the License Agreement and the beginning of each Renewal Term.
- 7.3. If and as long as the Customer fails to make the payments on time in accordance with Sec. 7.2, octonomy shall be entitled to block further use of the AI Platform Service.
- 7.4. All amounts are subject to the value added tax (VAT) at the applicable rate.
- 7.5. Remuneration adjustment
 - 7.5.1. octonomy is entitled to increase the remuneration by 5% in each contract year. The increase will be indicated on the respective invoice.
 - 7.5.2. The Parties agree that octonomy may adjust the remuneration at its reasonable discretion in the event of (i) the existence of a clause that has been wrongly considered to be permissible or (ii) the existence or subsequent occurrence of obstacles to the (further) application of Sec. 7.5.1, in particular in the event of a change in the market circumstances relevant for the price calculation (inter alia in the event of an increase of development costs, in particular due to increasing raw material prices, increasing personnel costs or other price-increasing cost increases). When adjusting the remuneration, octonomy shall in particular take into account the market conditions, the economic situation, the prices of competing suppliers, the inflation as it results from the indices comparable with the contractual products. The price adjustment will take effect at the beginning of each Renewal Term.

8. Warranty

- 8.1. In the event of defects, the following provisions shall apply with regard to the use of the Platform, the Service Components and additional services provided via the Platform. This does not apply to professional and consulting services.
- 8.2. The Customer is not entitled to claim damages for a defect in the AI Platform Service, in accordance with 8.1, existing at the time of the conclusion of the License Agreement or occurring later due to a circumstance for which octonomy is not responsible.
- 8.3. A defect exists if the suitability of the subject of the agreement pursuant to Sec. 8.1 is nullified or not insignificantly reduced. In the event of nullification, the Customer is exempt from remuneration pursuant to Sec. 7 until the defect has been remedied. In the event of partial unsuitability, the remuneration shall be reduced to an appropriate level for the period until the defect is remedied.
- 8.4. The Customer shall immediately notify octonomy in text form of any defects that have occurred.
- 8.5. The Customer shall support octonomy free of charge to the extent possible and reasonable and provide octonomy with all necessary documents, data, etc., available to the Customer and required by octonomy to analyze and remedy the defects.

9. Liability, Limitation of Liability

- 9.1. octonomy is liable without limitation for damages resulting from injury to life, limb, or health caused by a breach of duty by octonomy, a legal representative, or vicarious agent of octonomy, as well as for damages caused by the absence of a quality guaranteed by octonomy or in case of fraudulent conduct by octonomy. octonomy is further liable without limitation for damages caused by octonomy or a legal representative or vicarious agent of octonomy intentionally or by gross negligence.
- 9.2. octonomy is not liable in case of simple negligence of their organs, legal representatives, employees, or other vicarious agents, as far as it does not concern a breach of essential contractual obligations. Essential contractual obligations are the obligations to provide the AI Platform Service in a timely manner, their freedom from defects that impair their functionality or usability more than insignificantly, as well as any consulting, protection, and custody obligations that are intended to enable the Customer to use the AI Platform Service in accordance with the License Agreement or are intended to protect the life and limb of the Customer's personnel or to protect the Customer's property from significant damage. In case of a slightly negligent violation of essential contractual obligations, octonomy's liability is limited to the amount of the foreseeable damage typical for this kind of contract, except for the cases of Sec. 9.1.
- 9.3. octonomy is not liable for the loss of data insofar as a damage results from the Customer's failure to carry out data backups within his technical capabilities to ensure recovery of lost data with reasonable effort.
- 9.4. The Customer shall indemnify octonomy against all damages and sanctions, including all reasonable costs and expenses, arising out of or in connection with any claim by a third party, including regulatory authorities, that the use of any Service Component by the Customer infringes intellectual property rights, such as any patent, copyright, trade secret, trade dress, or other proprietary right of such third party, or any other statutory law, as but not only the Regulation (EU) 2024/1689 (AI-Act). This shall only apply if the causal conduct is within Customer's sphere of responsibility or control.
- 9.5. Pursuant to Sec. **Fehler! Verweisquelle konnte nicht gefunden werden.**, the Customer is fully liable for all sanctions and damages resulting from the use, modification or any other conduct without

the prior written consent of octonomy that could lead to a violation of AI-specific regulations. In particular, octonomy shall not be liable for any damages and sanctions resulting from violations of Regulation (EU) 2024/1689 if the causal conduct lies within the Customer's sphere of responsibility or control. This includes, but is not limited to, the Customer's use of the AI Platform Service within the scope of prohibited areas listed in Annex III of Regulation (EU) 2024/1689 (AI-Act) as well as changes that affect or may affect the level of risk of the AI Platform Service under this regulation

- 9.6. The liability according to the German Act on Liability for Defective Products remains unaffected.
- 9.7. Apart from that, any liability of octonomy is excluded. In particular, octonomy is not liable in case of Force Majeure.
- 9.8. The limitation period for the Customer's claims for damages against octonomy shall be one (1) year, except in the cases referred to in Sec. 9.1 and 9.6.

10. Confidentiality

- 10.1. The Parties shall treat all Confidential Information disclosed by one Party to the other Party under the License Agreement or received from the other Party as confidential and shall use it solely for the purpose of providing the respective services.
- 10.2. The Parties will protect Confidential Information from unauthorized access and treat it with the same care they apply to their own equally Confidential Information, but at least with the care of a prudent business person.
- 10.3. The above confidentiality obligations do not apply to information that
 - a) was known to the receiving Party before they received them from the other Party under the License Agreement, or
 - b) the receiving Party has developed independently without recourse to Confidential Information of the other Party, or
 - c) the receiving Party has obtained from a third party who is not bound by any restrictions on the use and disclosure of that information, or
 - d) is or becomes generally known through no fault or action of the receiving Party, or
 - e) which a Party has exempted from confidentiality by written declaration to the receiving Party.
- 10.4. The obligations under Sec.10.1 shall apply for five (5) years beyond the end of the respective License Agreement.

11. Data Protection

The Parties shall process personal data only in accordance with the applicable data protection regulations. Details of the processing of personal data processed by octonomy as a data controller can be found in octonomy's Privacy Policy, which is non-contractual and may be amended from time to time, available at: <https://support.octonomy.ai/privacy-policy>.

Insofar as octonomy processes personal data on behalf of the Customer, the Parties conclude a Data Processing Agreement (**Annex 2**).

12. General

- 12.1. The place of performance for all obligations arising from the License Agreement, including the Customer's payment obligations, is the registered office of octonomy.

- 12.2. The exclusive place of jurisdiction for all disputes arising from or in connection with the License Agreement is the registered office of octonomy. However, octonomy is also entitled to sue the Customer at the Customer's place of business.
- 12.3. The contractual relationship shall be governed solely by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 4/11/1980 (UN Sales Convention).
- 12.4. octonomy is entitled to name the Customer as a reference Customer. The Customer grants octonomy the right to use the Customer's logo and name in electronic, printed, or other form for internal or external marketing activities, e.g., on the Internet, in brochures, offers, presentations or press releases, free of charge, unlimited in terms of space and content and limited in time to the duration of the Customer relationship.
- 12.5. octonomy reserves the right to modify the AI Platform Service offered as well as these GTC to the extent that the respective modification is necessary to reflect changes which could not have been foreseen at the time of the conclusion of the respective License Agreement and the non-observance of which would affect the contractual balance between octonomy and the Customer, in particular to the extent that octonomy (i) is obliged to bring the AI Platform Service into compliance with the law applicable thereto, in particular if the applicable legal situation changes, (ii) thereby complies with a court judgment or a decision of a public authority directed against octonomy, and/or (iii) has to adjust the AI Platform Service due to compelling security-related aspects. At no time will the change in services limit octonomy's performance of their primary contractual obligations.
- 12.6. In cases other than the Sec. 12.5 octonomy shall notify the Customer in advance of the changes to the GTC. If the Customer does not object to their application within four (4) weeks after notification, the amendments shall be deemed accepted with effect for the future. If the Customer objects to the changes, the contractual relationship will continue in its previous form. octonomy will point out the effect of silence in the notification.
- 12.7. Subject to Sec. 12.5 and 12.6, any amendments and supplements to the License Agreement, including these GTC, shall be made in writing (a simple electronic signature, e.g., using a signature tool, is sufficient for this purpose). The same shall apply to any waiver of this written form requirement.
- 12.8. Should individual provisions of the License Agreement be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the License Agreement. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same shall apply if the Parties subsequently determine that the License Agreement is incomplete.