

## General Terms and Conditions - arbooONE

### § 1 | Scope of application

(1) These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all contracts between arboo GmbH, Stumpfriesenweg 8, 82008 Unterhaching (hereinafter referred to as: "Provider"), and its customers (hereinafter referred to as: "User" or "Customer"), which have as their subject the temporary provision of the software solution "arbooONE" (hereinafter referred to as: "arbooONE", "Software" or "Application") on infrastructure not operated by the Provider as well as further services, in particular consulting services in this regard, even if this is not agreed again separately.

(2) Unless expressly agreed otherwise, these GTC shall apply exclusively in the version valid at the time of conclusion of the contract.

The customer expressly agrees to the application of these GTC upon conclusion of the contract, at the latest upon completion of the setup of the software, and waives the assertion of its own deviating terms and conditions or terms and conditions of purchase and payment. Other terms and conditions shall not apply even if the Provider does not expressly object to them in individual cases. Deviating terms and conditions of the Customer shall only apply if they have been agreed separately, expressly and in writing. If the customer does not agree to this, he must immediately notify the provider of this in writing.

(3) Customers within the meaning of these GTC are **exclusively entrepreneurs within the meaning of § 14 BGB**, i.e. any natural person or legal entity or partnership with legal capacity that acts in the exercise of its commercial or

independent professional activity when concluding the contract. Provision of the application to consumers is excluded.

(4) Individual agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTC. For the content of such agreements, subject to proof to the contrary, a contract in text form or the confirmation by the provider in text form shall be authoritative.

### § 2 | Conclusion of contract

(1) There is no claim to the conclusion of a contract. All offers are directed exclusively to persons of unlimited legal capacity who are acting in the exercise of their commercial or independent professional activity. At the request of the Provider, the Customer shall send the Provider a copy of its identity card or provide its VAT identification number and document its registration in the register.

(2) The respective contract shall be concluded by the Customer's declaration of acceptance, but no later than the start of the setup of the application for the Customer.

(3) Insofar as the Customer's personal or company details change, the Customer itself shall be responsible for updating them. All changes must be communicated to the Provider in writing.

### § 3 | Subject of performance

(1) The subject matter of performance upon conclusion of SaaS contracts is the provision of the software application "arbooONE" on infrastructure provided by the customer for this purpose for the time-limited use of its functionalities including the granting of rights of use to the application by the provider vis-à-

vis the customer against payment of the agreed fee. If, in addition, the provision of consulting services is agreed, the provisions of § 12 of these GTC shall apply additionally.

(2) The application enables the management and booking of resources within companies using Microsoft Teams. arbooONE is offered in for different company sizes as well as different support and consulting services.

(3) The Software is hosted in Microsoft Azure in the West Europe region. Customer is responsible for the provisioning and proper functioning of the entitlements and deployment of the Teams App in Company's App Catalog. Microsoft 365 and Microsoft Azure are products of Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399, USA and are not part of the Provider's scope of services.

(4) The Provider shall support the Customer in installing and setting up the Software to the extent selected by the Customer. In doing so, the Customer shall comply with the duties to cooperate set forth in §§ 11 and 12. Otherwise, the Provider shall only owe consulting services if this is expressly and separately agreed. Any consulting services to be provided shall be remunerated separately by the Customer at the hourly rates specified in § 13, unless otherwise agreed.

(5) Insofar as the paid use of the application is preceded by a free demonstration, the user may not assert any claims arising therefrom beyond the statutory liability claims.

(6) The Provider shall be entitled to use subcontractors. The Customer may object to the use of individual subcontractors if it has a legitimate interest in doing so.

#### § 4 | Provision of the application

(1) The Provider shall provide the Customer with the application in the version current at

the time of conclusion of the contract. The scope of services of the application or additional services results from the current service description of the application at the time of the order, in particular the selected variant as well as the selected support level. The respective service description is part of the GTC. If the Provider is commissioned to do so, it shall advise the Customer on the installation of the software.

(2) The Provider shall be liable for ensuring that the provided application

- is suitable for the purposes resulting from the respective current service description,
- is free of defects during the entire term of the contract,
- in particular, is free of viruses and similar malicious software that could impair the suitability of the application for the contractual use

whereby the supplier owes the care customary in the industry. In determining whether the Contractor is at fault, it must be taken into account that software cannot technically be created completely free of errors.

(3) The security measures to be observed by the Customer are set forth in § 11 of these GTC.

(4) Adaptations or modifications of the Software as well as the creation of interfaces to third party programs by the Provider shall only be owed to the extent that they are necessary for the maintenance or repair of the Software that is the subject matter of the contract or to ensure the use in accordance with the contract. In all other respects, the Provider shall only be obligated to make adjustments or changes if this is expressly agreed within the scope of a service agreement or otherwise; corresponding services shall be remunerated separately by the Customer in

accordance with the rates specified in § 13, if applicable.

(5) Insofar as the Provider produces the application itself, it shall ensure that it always corresponds to the proven state of the art. Insofar as the Provider obtains parts of the application (e.g. plug-ins, etc.) from third parties, it shall keep the latest version of the respective part of the application that is generally available on the market at the time of conclusion of the contract ready for use by the Customer no later than three months after the general market release by the manufacturer.

If the provision of new versions is agreed, and if the provision of a new version or any other change results in the functionalities of the application, workflows of the customer supported by the application and/or restrictions in the usability of previously generated data being impaired, the Provider shall notify the customer of this in writing no later than six weeks before such change takes effect. If the customer does not object to the change in writing within a period of two weeks from receipt of the change notification, the change shall become part of the contract. The Provider shall draw the Customer's attention to the aforementioned deadline and the legal consequences of its expiry in the event of failure to exercise the option to object whenever changes are announced.

(6) The Customer shall keep a common web browser in the current version, but at least the previous version of the current version, ready for accessing the Application. For changes to the technical system of the Provider, the objection solution of para. 5 subpara. 2 shall apply accordingly. The Provider shall not be responsible for the quality of the required hardware and software on the Customer's side or for the telecommunication connection

between the Customer and the infrastructure provided by the Customer.

## § 5 | Availability of the application

The Provider draws the Customer's attention to the fact that restrictions or impairments of the services provided may arise that are beyond the Provider's control. This includes, in particular, actions of third parties not acting on behalf of the Provider, technical conditions of the Internet that cannot be influenced by the Provider, and force majeure. The hardware and software and technical infrastructure used by the customer can also have an influence on the services of the provider. Insofar as such circumstances have an influence on the availability or functionality of the service provided by the Provider, this shall have no effect on the contractual conformity of the services provided.

The Customer is obliged to notify the Provider of functional failures, malfunctions or impairments of the Software immediately and as precisely as possible in accordance with the agreements in the order sheet

## § 6 | Installation assistance, other services of the provider

(1) Insofar as the Customer commissions the Provider with support services for the implementation of the installation, the partners shall agree with each other on the effort required for this, any further accompanying consulting services and the time schedule. The provisions of § 12 of these GTC shall apply additionally to consulting and support services.

(2) An electronic user manual for the application and any extensions shall be available to the Customer during the term of the contract.

If an update of the application is agreed and takes place, the user manual will be adapted accordingly.

(3) If the Provider provides third-party software as an application and no documentation in German/English is generally available from this third party, the Provider shall be entitled to provide only the documentation accessible to it.

The Customer shall be entitled to save, print and reproduce the documentation provided in reasonable numbers for the purposes of this contract, while maintaining existing property right notices. In all other respects, the restrictions on use of the documentation set out in § 7 - 10 of these GTC for the application shall apply mutatis mutandis.

(4) The Provider shall provide customer support. The communication channels can be found on the Provider's website (<https://arboo.io/de/support>). Depending on the selected contract variant, individual support channels may not be available or may only be available to a limited extent. The Provider shall take care to respond within a reasonable period of time and to attempt to solve technical problems related to the use of the Software during normal business hours (9:00 a.m. to 5:00 p.m.) by means of telephone or screen sharing. Without limiting the generality of the foregoing, any requests by Customer for additional functionality not covered by the fixes, upgrades and/or enhancements generally provided by Provider to Customers from time to time shall be excluded from Provider's maintenance and support services.

(5) Further services of the Provider may be agreed at any time. In particular, support and consulting services (such as SLAs) may be agreed subsequently. Unless otherwise agreed, such further services shall be provided

against reimbursement of the proven expenses at the hourly rates specified in § 13.

## § 7 | Rights of Use to and Use of the Application, Rights of the Provider in the Event of Exceeding the Rights of Use

(1) The Provider grants the Customer simple, non-transferable rights to all contractual objects to use the provided program in the object code as well as the other components of the software for the assumed contractual purpose in accordance with the following provisions of this § 7 as well as the following §§ 8, 9 and 10 for a limited period of time for the respective term of the contract.

(2) The Customer is entitled to use the Program within the network, on the server agreed upon at the conclusion of the contract and provided by the Customer. The use of the program on further servers is not permitted unless the Provider expressly agrees to this. The Provider may make its consent dependent on the payment of an additional reasonable remuneration.

(3) If the use of the program on the server is temporarily not possible or only possible to a limited extent for the Customer, in particular due to malfunctions or due to repair or maintenance work, the Customer shall be entitled to use the program on another infrastructure for a transitional period. In the event of a permanent change of infrastructure, the use of the program on the newly established infrastructure shall be permitted; the program shall be completely deleted from the previously used infrastructures.

## § 8 | Duplication of the Software

(1) The customer is entitled to copy the program and the documentation if and to the extent that this is necessary for the intended

use. This includes in particular temporary acts of duplication in the working memory of the respective user.

(2) The Customer's right to reproduce the Program Code under the conditions of Section 69d (1) UrhG shall remain unaffected.

(3) Other reproductions are not permitted.

### § 9 | Modifications of the program; decompilation

(1) The Customer may not make any modifications to the program unless these are necessary for the intended use. Reworking is permissible if it is necessary for the elimination of a defect and the Provider is in default with the correction of the defect, the Provider refuses the elimination of the defect without justification or is unable to eliminate the defect immediately for other reasons attributable to its area of responsibility. Reworking is also permissible if it is necessary to remedy compatibility problems in the interaction of the program with other programs required by the customer, and the provider is not willing or able to remedy these for an appropriate remuneration customary in the market.

(2) The Customer may not commission third parties who are competitors of the Provider with measures pursuant to paragraph 1, unless the Customer proves that the risk of disclosure of important trade and business secrets of the Provider (in particular of functions and design of the Program) is excluded.

(3) Decompilation of the program is only permitted if the prerequisites and conditions specified in Section 69e (1) UrhG are met. The information thus obtained may not be used or disclosed contrary to the provisions of Section 69e (2) UrhG.

(4) Markings of the Software, in particular copyright notices, trademarks, serial numbers

or similar may not be removed, changed or made unrecognizable.

### § 10 | Transfer of the software to third parties

(1) The Customer is not entitled to transfer the Software to third parties, in particular to sell or sublet it, without the Provider's permission.

(2) Dependent use by the Customer's employees or other third parties subject to the Customer's right to issue instructions within the scope of the intended use is permitted.

### § 11 | Customer's Obligations of Notification and Care, Obligation of Safe Use

(1) The Customer is obligated to report errors in the Software to the Provider without delay. In doing so, it shall take into account the Provider's instructions for analyzing the problem within the scope of what is reasonable for it and shall forward to the Provider all information available to it that is necessary for the elimination of the error.

(2) The Customer shall notify the Provider of a change of the server on which the Program is used.

(3) The Customer shall notify the Provider of any changes in the size of the enterprise, if such changes result in higher license fees according to the Provider's price list.

(4) The Customer shall take suitable precautions to protect the Software from unauthorized access by third parties. If the software or parts thereof are provided to the Customer by the Provider on data carriers, the Customer shall keep these data carriers and, if applicable, any copies made by it in accordance with the contract, as well as the documentation, in a secure place. The

Customer shall inform its employees and other persons authorized to use the software on a dependent basis that it is not permitted to make copies beyond the contractual scope or to exceed the scope of use.

(5) Obligations of the customer for safe use

(a) The Customer shall take the necessary precautions to prevent the use of the Application by unauthorized persons; in particular, the Customer shall ensure that the passwords used contain at least 8 characters.

(b) Before sending data and information to the Provider, the Customer shall check them for viruses and use state-of-the-art virus protection programs;

(c) The Customer shall keep the application up to date at all times and shall immediately install any updates, upgrades or other innovations made available.

(6) In the event of breaches of duty by the Customer, the Provider may claim damages in accordance with § 16, unless the Customer is not responsible for the breach of duty

(7) If and to the extent that a database, databases, a database work or database works are created on the Provider's server during the term of this Agreement, in particular by compiling application data, as a result of activities of the Customer permitted under this Agreement, the Customer shall be entitled to all rights thereto. The Customer shall remain the owner of the databases or database works even after the end of the contract.

## § 12 | Consulting services

(1) Insofar as the Provider is commissioned with the provision of consulting services, in particular installation assistance, IT consulting and consulting, the provision of services shall take place on a service contract basis within

the meaning of §§ 611 et seq. BGB. The Provider shall not owe any success beyond the provision of the services.

(2) Within the scope of the provision of consulting services, close cooperation between the contracting parties is required. The contracting parties shall therefore inform each other of all circumstances from their sphere which may have an effect on the provision of services by the Contractor. The Customer shall name a contact person to the Provider at the latest after conclusion of the contract who is authorized to make binding declarations and to receive declarations from the other contracting party.

(3) The Provider shall provide consulting services during its business hours from Monday to Friday between 9:00 am and 6:00 pm. If the Customer requests the provision of services outside the aforementioned times, the Provider shall comply with this request within the scope of its operational possibilities. If services are provided outside the aforementioned time windows, remuneration surcharges shall apply.

(4) The Provider shall provide the Services using the generally recognized rules of technology and the care customary in the industry when providing the Services.

(5) The persons employed by the Provider, if applicable, shall not enter into an employment relationship with the Customer and shall not be subject to the Customer's authority to issue instructions. The persons employed by the Provider, if applicable, shall be subject exclusively to the Provider's right of direction and disciplinary authority even if they provide services on the premises of the Customer. The persons deployed for the provision of services shall not be integrated into the Customer's organization.

(6) To the extent required by the respective purpose of the contract, the Provider shall provide the consulting services on the Customer's business premises by prior arrangement. In this case, the Customer shall be obligated to provide the Provider with sufficient rooms and workstations as required. In addition, the Customer shall proactively provide the Provider with all documents and information available at the Customer's premises and required for the performance of the services in a timely and complete manner and shall ensure that a sufficient number of suitable contact persons with the required expertise are available at the Customer's premises. Unless otherwise agreed, the Contractor shall not be obligated to review the documents and information provided to it by the Customer with regard to completeness and correctness.

### § 13 | Remuneration

(1) For the provision of the services of the granting of use of the Software, a license fee shall accrue based on the Customer's company size. The number of identities available in the tenant (Azure AD) of the Customer with potential access to arboo or to results generated with arboo shall be deemed to be the company size. If consulting services are ordered, a consulting fee will be charged.

(2) The agreed flat rate shall accrue for each billing period from the conclusion of the contract and shall be due in advance on the first working day of the billing period. If the customer has justifiably terminated the contract for cause, the lump sum shall be repaid pro rata temporis.

(3) The amount of remuneration for consulting services and for services going beyond the provision of the Software as well as for other additional services requested by the Customer

and for which no express price agreement has been made in text form shall be based on the remuneration table below:

Service	Remuneration
Hourly rate support  Contact person for user support as well as analysis and support in the elimination of reported errors for which the provider is not responsible	110,00 €/h
Hourly rate other consulting  Contact person for all conceptual, functional and other technical issues: Requirements analysis, functional and technical design, and consulting, change management and adoption, implementation, programming of customer-specific requirements.	150,00 €/h
Hourly rate support outside business hours	+50%
Hourly rate other consulting outside business hours	+50%
Saturday Factor	+50% of the remuneration
Sunday and holiday factor	+100% of the

	remuneration
Travel costs are charged at 50% of the basic hourly rate	
Public holidays within the meaning of the GTC are the public holidays in Bavaria.	

If the Provider makes an individual offer to the Customer, this shall take precedence over the price list. If a regular lump sum is agreed, this shall accrue for each billing period from the start of the consulting services and shall be due in advance on the first working day of the billing period in each case. If the customer has justifiably terminated the contract extraordinarily, the lump sum shall be repaid pro rata temporis.

(4) The Provider shall be entitled to increase the license and consulting fees for the first time after the expiration of 12 months after the commencement of the contract with a written notice of two months to the beginning of the following month, if and to the extent that its costs incurred for the proper performance of the contract have increased.

The customer has the right to terminate the contractual relationship in writing within a period of 6 weeks after receipt of the announcement. The provider shall inform the customer of this right of termination together with each announcement.

(5) Remuneration shall be owed plus VAT at the statutory rate applicable from time to time.

#### § 14 | Data security, data protection

(1) The contractual partners shall comply with the applicable data protection provisions, in particular those valid in Germany (in particular the Basic Data Protection Regulation and the Federal Data Protection Act), and shall oblige their employees deployed in connection with the contract and its performance to maintain

data secrecy, insofar as they are not already under a general obligation to do so.

(2) If the Customer collects, processes or uses personal data, it warrants that it is entitled to do so in accordance with the applicable provisions, in particular the provisions of data protection law, and shall indemnify the Provider from third-party claims in the event of a breach.

(3) The Provider shall collect and use Customer-related data only to the extent required for the performance of this Agreement. The customer agrees to the collection and use of such data to this extent.

(4) The obligations pursuant to Paragraphs 1 to 3 shall continue to exist as long as Application Data is within the Provider's sphere of influence, even beyond the end of the Agreement.

(5) If it becomes necessary in the course of the respective contractual relationship, Customer and Provider shall conclude a contract for commissioned processing in accordance with Art. 28 DSGVO.

#### § 15 | Secrecy

(1) The Provider undertakes both itself and its employees and other vicarious agents to treat confidentially all information obtained within the scope of the respective contractual relationship and designated as confidential or to be regarded as confidential under the circumstances.

(2) The confidentiality obligation shall continue to apply after termination of the respective contract.

(3) The obligation to maintain confidentiality shall not apply to such information that is

- were demonstrably known to or made available to the recipient of the

information prior to its disclosure by the other contracting party;

- are demonstrably disclosed to the recipient of the information in a lawful manner by third parties who are not subject to a duty of confidentiality after they have been informed by the other party;
- were in the public domain as a result of publications or for any other reason, or became so after being brought to the attention of the scientific community.

(4) Notwithstanding the aforementioned provisions, the Provider shall be entitled to fulfill its statutory obligations to provide information also with regard to the information provided to it.

(5) If the Customer gives its prior consent in text form for this purpose, the Provider shall be entitled to name the Customer as a reference customer vis-à-vis third parties and to include the Customer's name and logo on its own Internet pages for the purpose of providing references. The authorization exists beyond the termination of the contractual relationship until revoked by the customer.

#### § 16 | Liability

(1) In the event of intent or gross negligence, the Provider shall be liable without limitation for all damages caused by it and its legal representatives or vicarious agents.

(2) In the event of slight negligence, the Provider shall be liable without limitation in the event of injury to life, limb or health.

(3) In all other respects, the Provider shall only be liable if it has breached a material contractual obligation. Material contractual obligations are those obligations which are of particular importance for the achievement of

the purpose of the contract, as well as all those obligations which, in the event of a culpable breach, may lead to the achievement of the purpose of the contract being jeopardized. In these cases, liability shall be limited to compensation for the foreseeable, typically occurring damage. The strict liability of the provider for damages (§ 536a BGB) for defects existing at the time of the conclusion of the contract is excluded; paragraphs 1 and 2 remain unaffected.

(4) If the data backup is not included in the contractual service catalog of the Provider, the Customer shall be responsible for a regular backup of its data. In the event of a loss of data for which the Provider is responsible, the Provider shall therefore be liable exclusively for the costs of restoring the Service on the basis of and with the status of the Customer's backup copy.

(5) Liability under the Product Liability Act and other mandatory statutory provisions shall remain unaffected.

#### § 17 | Term, Termination

(1) The contractual relationship begins with the conclusion of the contract and is concluded for an indefinite period.

(2) The contractual relationship may be terminated by either party in writing with six months' notice to the end of a calendar half-year, but for the first time at the end of the calendar year following the calendar year in which the contract was concluded.

(3) Extraordinary termination due to or in connection with a breach of duty shall only be possible after a prior written warning with a reasonable deadline of not less than 14 working days.

If the contracting party entitled to terminate the contract has knowledge of the

circumstances justifying the extraordinary termination for more than 7 working days, it may no longer base the termination on these circumstances.

(4) Notwithstanding the provision in Paragraph 3, the Provider may terminate the Agreement without notice if the Customer is in default of payment of the prices or a not insignificant portion of the prices for two consecutive months or, in a period extending over more than two months, in default of payment of the fee in an amount equal to the fee for two months. In this case, the Provider may additionally demand liquidated damages due immediately in one sum in the amount of one quarter of the monthly license fee remaining until the expiration of the regular contract term. The customer reserves the right to prove a lesser damage.

(5) If the contractual relationship is terminated extraordinarily by the Provider due to a culpable breach of duty by the Customer, the Customer undertakes to compensate the Provider for the damage resulting from the extraordinary termination. The lump sum according to para. 4 shall be credited in the calculation of the damages.

(6) Notices of termination pursuant to paragraph 3 must be in text form.

(7) Upon termination of the contractual relationship, the Customer shall return the program to the Provider on the original data carriers if the Customer has received the program on a data carrier. Any copies of the program provided by the Provider shall be deleted completely and permanently.

(8) Upon termination of the contractual relationship, the Customer shall immediately and permanently delete all resources and bookings generated with the Software.

(9) Instead of the return, the Provider may

also demand the deletion of the program provided and the destruction of the manuals and documentation provided.

(10) Any use of the software after termination of the contractual relationship is not permitted.

## § 18 | Force majeure

None of the contracting parties shall be obliged to fulfill the contractual obligations in case of and for the duration of force majeure. In particular, the following circumstances shall be considered as force majeure in this sense:

- fire/explosion for which the contractor is not responsible,
- Pandemics,
- Flooding,
- War, mutiny, blockade, embargo,
- industrial dispute lasting more than 6 weeks and not culpably caused by the contractual partner,
- technical problems of the Internet that cannot be influenced by a contractual partner.

Each contracting party shall immediately notify the other in writing of the occurrence of a case of force majeure.

## § 19 | Final Provisions

(1) All contractual relationships with the Provider shall be governed by German substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) The possible invalidity of individual provisions of these GTC shall not affect the validity of the remaining content of the contract.

(3) If, in the practical application of the respective contract or these GTC, gaps arise

which the contracting parties have not provided for, or if the invalidity of a provision is established in a legally binding manner or by both contracting parties in agreement, they undertake to fill or replace this gap or invalid provision in an objective and appropriate manner oriented to the economic purpose of the contract.

(4) The exclusive place of jurisdiction for all contracts with the provider is the district court responsible for Unterhaching, unless a norm mandatorily orders a different place of jurisdiction.

--- Status: January 2023 ---