

GENERAL TERMS AND CONDITIONS ("GTC")

By creating an account for awork (the *registration*) via the awork GmbH website at awork.com (the *provider*), you (the *client*) accept the following General Terms and Conditions (GTC).

1. INTRODUCTION

1.1 GENERAL INFORMATION

All contracts for deliveries and services of the Provider are based on these GTC. By registering, the customer agrees to the GTC. We shall only accept counter-confirmations from the customer with reference to its GTC insofar as they do not contradict our GTC. Supplementary or deviating agreements require the express written consent of the Provider. A customer is any natural or legal person who has registered.

1.2 CHANGES

The Provider reserves the right to amend these GTC at any time and without stating reasons in a manner that is reasonable for the customer. Changes will be communicated to the customer by e-mail no later than 2 months before the amended GTC come into force.

If the customer does not object to the amended GTC within two weeks of receipt of the e-mail from the provider regarding the amendment to the GTC in accordance with sentence 2 of this section 1.2, the customer's silence shall be deemed to be consent to the amended GTC, which shall henceforth become part of the contract in the amended form. If the customer objects to the changes to the GTC and can prove that the changes are unreasonable, the customer shall have a special right of cancellation.

2. CONCLUSION OF CONTRACT

2.1 SUBJECT MATTER OF THE CONTRACT

The object of the contract is the provision of the Provider's software in the Software-as-a-Service (SaaS) model for use via the Internet and the storage and processing of the Customer's data (*data hosting*). In addition, the customer may commission consulting, training and development services from employees of the provider or third parties within the scope of the contract. The implementation of the consulting, training and development services is determined by individual agreement between the customer and the provider.

2.2 CONCLUSION OF CONTRACT

The contract between the customer and the provider is concluded by registering via the provider's website. The service is provided subject to availability if this depends on third parties and these cause the unavailability. After a delay in performance of more than 4 weeks, the customer has the right to set a deadline of at least 14 days for the provision of the service. After expiry of this period, he may withdraw from the contract by written declaration if the service has not been provided by then. In this case, any advance payments already made shall be refunded, whereby the customer must allow any services received to be offset against these. In the absence of gross negligence or wilful intent, compensation for delayed performance is excluded.

2.3 COMMERCIAL USE

The software is intended for commercial customers (*B2B*). By activating the subscription, the customer confirms that they are using the software for commercial purposes.

2.4 REGISTRATION

After registering via the provider's website, the customer receives a personal account. These access data may not be passed on. The customer is responsible for their secure storage. Registration under a false name and fictitious e-mail accounts is not permitted. In the case of obviously fictitious information, the Provider reserves the right to delete the account. The Customer shall compensate the Provider for all damages for which the Customer is responsible due to a breach of this Section 2.4.

2.5 OBLIGATIONS OF THE CUSTOMER

The customer undertakes not to misuse the software. Misuse shall be deemed to exist in particular if the Customer (a) introduces data into the system that contains a computer virus and (b) uses the software in a way that negatively affects the availability of the software for other users. The Customer undertakes to indemnify the Provider for any damages, including third-party claims and consequential costs of any kind, if the Customer breaches the GTC.

The customer undertakes to take suitable precautions to prevent unauthorised access to the software by third parties. This includes keeping the password secret and not making it accessible to third parties. The customer must also inform his employees (hereinafter referred to as *users*) of this. The customer is responsible for entering and maintaining the data and information required to use the SaaS service.

2.6 SOFTWARE TRANSFER

a) The Provider shall make the current version of the software available to the Customer for use via the Internet for the duration of the subscription. All rights of use not expressly granted shall remain with the Provider or, if different, with the respective author.

For the purpose of operating the software, the provider stores the software on a server that is accessible to the customer via the Internet.

The provider provides the customer with updates free of charge during the term of the contract. There are no additional costs for support and upgrades. The following services are not regular support services and are therefore subject to a charge:

- Database changes
- Data recovery on customer request
- Data imports that are not explicitly offered free of charge

The support channels offered depend on the tariff (*plan*) booked.

b) The Provider continuously monitors the functionality of the software and eliminates all software errors that restrict the use of the software or make it impossible, in accordance with the technical possibilities.

- c) The Provider is authorised to add and remove new functions from the software. If the removal of functions disproportionately restricts use for the customer, the customer shall have an immediate special right of cancellation.

2.7 REMUNERATION

The fee for the use of the software (*subscription*) is determined by the scope of the contractual object defined under 2.1. If the customer chooses a fee-based subscription, he undertakes to pay the Provider the agreed monthly fee for the provision of software and data hosting plus the applicable VAT. If the customer is at least 30 days in arrears with a payment, the Provider is authorised to refuse to provide the service until the outstanding fee has been paid. This is done, for example, by suspending access to the software. If the customer is at least 60 days in arrears with a payment, the Provider is authorised to terminate the entire contractual relationship for cause. For the avoidance of doubt, all claims for late payments by the customer shall remain unaffected by such extraordinary cancellation.

The Provider is authorised to increase the fees appropriately and must inform the customer of this by email no later than 2 months in advance of the end of the current payment cycle. Irrespective of special agreements, the customer has the right to terminate his contract at the end of the current payment cycle if the price increase is more than 5%.

2.8 UP-/DOWNGRADE

Switching to a more expensive subscription (*upgrade*) or adding users is possible at any time without notice in the respective subscription. Switching to a cheaper subscription (*downgrade*) or cancelling users is possible at the end of the current billing period. Functions that are linked to a specific subscription are activated or deactivated when the upgrade/downgrade takes effect.

2.9 AWORK CONNECT

The client is authorised to invite only external persons (e.g. clients, service providers or partners) to use certain shared content via the awork Connect function. The function may not be used to temporarily and provide internal users of the client with usage licences free of charge or otherwise enable internal work processes without a corresponding licence. The provider reserves the right to monitor the use of awork Connect and to take appropriate measures in the event of violations.

2.10 CANCELLATION

- a) The contract is concluded for an indefinite period. Cancellation is possible at the end of the current billing period, in the case of a free subscription immediately, without notice in the respective account. After cancellation, the Provider has the right to delete the account including all data after the cancellation takes effect. At the customer's request and as far as technically possible, the Provider shall make the customer's data available to the customer in a machine-readable format after cancellation. Such provision of data is not covered by the fee in accordance with Section 2.7 of these GTC. The Provider and the Customer shall agree on an expense-based fee for the provision of data.
- b) The parties are at liberty to cancel the contract immediately for good cause. The Provider shall be deemed to have good cause in particular if the customer
- the opening of insolvency proceedings over his assets is applied for or the opening of insolvency proceedings is rejected for lack of assets,
 - is 60 days in arrears with payment obligations arising from this contractual relationship and he has been unsuccessfully reminded with a reasonable grace period and under threat of cancellation of the contract,
 - culpably violates legal provisions when using the software or interferes with copyrights, industrial property rights or naming rights of third parties,
 - uses the software for the purpose of promoting criminal, unlawful and ethically dubious activities.
- c) The Provider has the right to cancel free accounts at any time with a notice period of 30 days.

3. DATA PROTECTION & DATA SECURITY

3.1 PERSONAL DATA OF THE USERS

Privacy is a top priority for the provider. Personal data of customers and users are treated with particular care. Users agree to their personal data being stored and processed. The user's personal data will not be made accessible to third parties without the user's explicit consent, unless disclosure is necessary for one of the following reasons:

- for the legal protection of users
- to fulfil judicial or official requirements
- for the defence and protection of the rights of the provider or
- for the technical operation of the software

Users are made aware of product news within the software and by e-mail.

The contracting parties undertake to comply with the provisions of the Federal Data Protection Act. The Provider collects personal data from persons associated with the Customer for the purpose of concluding the contract, processing the business relationship and using the software. This data is used by the Provider exclusively within the scope of what is permitted under the Federal Data Protection Act. Under no circumstances will it be passed on to third parties for advertising purposes. The Provider is authorised to collect, process, use and store the personal data required for the handling of the business relationship in accordance with the Federal Data Protection Act and the Telemedia Act.

Insofar as applicable data protection laws are not violated, the provider is permitted to carry out aggregated analyses of the stored data and to use this data to improve the product.

3.2 SECRECY

The Provider undertakes to maintain confidentiality about all business or trade secrets of the Customer of which it becomes aware in the course of the preparation, execution and fulfilment of the contract and not to pass them on or exploit them in any other way.

The Provider is authorised to name the Customer using the company and logo as a reference and to use general information about the agreed contract in a suitable manner for marketing and sales purposes - unless the Customer objects to this in writing.

3.3 DATA ENCRYPTION

To ensure user protection, all communication with the provider's software is encrypted using the HTTPS protocol.

3.4 DATA SECURITY AND DATA PROVISION

The provider is obliged to take suitable precautions against data loss and to prevent unauthorised access to the user's data by third parties.

In order to back up all user data generated during use, the provider creates a data backup at least twice a day. This backup is stored on other servers that have multiple redundant backups. The customer has no right to restore their data if the customer suffers a data loss through their own fault.

Individual reconstruction of data is possible on request and will be charged at cost.

In any case, the user remains the sole authorised owner of the data and can therefore demand the return of individual or all data from the provider at any time, in particular after termination of the contract, without the provider having a right of retention. The data shall be returned by sending it in digital form. The invoicing of this data provision and release shall be based on time and effort. The customer is not entitled to receive the software suitable for using the data.

3.5 SUBCONTRACTOR

The Provider uses the web services of the providers Segment.com, Twilio Ireland Limited (*Segment*) and Intercom Inc (*Intercom*), with which the Provider can offer users the best possible and personalised support. These services register usage data (contact details, last login date, browser, operating system, etc.). The customer agrees to the use of the web services Intercom, Segment and Mixpanel and the associated necessary data processing.

4. DEFECTS & WARRANTY

4.1 DEFECTS

The Provider shall essentially provide the service as specified on the Provider's website for normal use under normal circumstances.

If the services to be provided by the Provider under this contract are defective, the Provider shall, within a reasonable period of time and after receipt of a notice of defects, either rectify the services or provide them again at its discretion. The Customer is obliged to report defects to the Provider immediately via the usual support channel. If the customer has not booked support, he can send the defects to the contact address in the provider's legal notice. If the Provider fails to rectify or replace the defect within a reasonable period of time, the Customer shall be entitled, at its discretion, to reduce the service price appropriately or to terminate the contract.

4.2 AVAILABILITY

If the system availability of essential functions of the software falls below 99.5% within the last 30 days, the customer may reduce his remuneration in accordance with the shortfall. This data is either made publicly available by the provider or provided on request if the data is not publicly available.

4.3 GUARANTEE

The Provider gives no assurance, guarantee or warranty that

- a) The use of the products meets the customer's requirements or expectations
- b) Any defects or errors relating to the products or functionality of the software provided to the customer as part of the product will be rectified if they do not affect the core functionality

Unless expressly agreed otherwise, advice or information received by the Customer from the Provider shall not give rise to any warranty claims against the Provider.

The Provider does not guarantee that the software is suitable or available for use at other locations outside the contract territory.

The exclusions in accordance with section 4.3 of these GTC do not affect the customer's statutory rights, to which the customer is entitled in any case and which cannot be contractually waived.

5. LIABILITY

5.1 UNAUTHORISED ACQUISITION OF KNOWLEDGE

The Provider shall not be liable for (a) damages incurred by the customer from the use of the software and (b) damages due to unauthorised access to personal user data by third parties (e.g. due to unauthorised access to the database by hackers). The Provider can also not be held liable for the misuse by third parties of data and information that the users themselves have made accessible to third parties.

5.2 SAVED CONTENTS

The customer bears sole responsibility for stored content and files that are subject to licence (e.g. fonts and images).

5.3 THIRD PARTY CLAIMS

The customer undertakes to indemnify the provider against all third-party claims based on the data stored by the customer and to reimburse the provider for the costs incurred by the provider due to possible infringements of rights.

5.4 SUSPICION OF ILLEGALITY

The Provider is authorised to block the account immediately if there is reasonable suspicion that the stored data was obtained illegally and/or infringes the rights of third parties. A reasonable suspicion of illegality and/or an infringement of rights exists in particular if courts, authorities and/or other third parties inform the Provider of this. The Provider must inform the customer of the blocking and the reason for it without delay. The block must be lifted as soon as the suspicion is invalidated.

6. NOTIFICATIONS

All notifications must be sent in writing to the addresses provided. Sending them by e-mail fulfils the written form requirement. The contracting parties are obliged to notify the other contracting party of any changes of address without delay, failing which notifications sent to the last address notified in writing shall be deemed to have been received with legal effect.

7. FINAL PROVISIONS

7.1 OFFSETTING

The customer may only offset or assert a right of retention with claims other than its contractual counterclaims arising from the legal transaction in question if this claim is undisputed by the provider or has been recognised by declaratory judgement.

7.2 APPLICABLE LAW

The law of the Federal Republic of Germany shall apply exclusively. The contractual language is German.

7.3 PLACE OF JURISDICTION

The exclusive place of jurisdiction for all disputes between the parties arising from or in connection with the business relationship shall be the competent court in Hamburg.

7.4 SEVERABILITY CLAUSE

Should individual provisions or parts of the contract prove to be invalid, this shall not affect the validity of the rest of the agreement. In such a case, the contracting parties shall adapt the contract in such a way that the purpose intended by the invalid or ineffective part is achieved as far as possible.