

General Terms and Conditions of Delivery and Payment we empower you GMBH for use in Business Transactions Last Updated: June 2023

1. Validity & Contract Execution

- a. we-empower-you GmbH (hereinafter: #wey) sells standard software products and provides services in relation to these standard software products.
- b. These provisions apply to the provision and maintenance of standard software products of #wey in business transactions with entrepreneurs, legal entities under public law and special funds under public law.
- c. A contract for the provision of software services shall be concluded by the conclusion of an order / order confirmation between #wey and the customer with reference to these provisions. The conclusion of an order / order confirmation must be in writing (order form / order confirmation). In the event of contradictions between these provisions and an order / order confirmation, the provisions of the order/order confirmation shall take precedence over these provisions.
- d. Verbal agreements, including subsequent amendments and additions to these provisions and the order/order confirmation, shall require the express written confirmation of #wey to be effective.
- e. Any other general terms and conditions of the customer shall not apply unless #wey has expressly agreed to them in writing.

2. Subject Matter of the Provisions and Services of #wey

- a. The subject of these provisions is the provision of the software application (hereinafter: “Software”) specified in the order/order confirmation for the number of authorized users agreed in the order during the term specified in the order (“Term”).
- b. The functional scope of the software as well as the conditions of use and specifications for the permitted use of the software are set out in the software function description available at we-empower-you.de.
- c. #wey may update and further develop the Software at any time and adapt it due to a change in the legal situation, technical developments, or to improve IT security. In doing so, #wey shall take appropriate account of the legitimate interests of the Customer. In the event of a significant impairment of the Customer’s legitimate interests, the Customer shall have a special right of termination regarding the affected services.
- d. #wey shall ensure the functionality of the software during the term, maintain the software in a condition suitable for contractual use and deal with software malfunctions.
- e. #wey is not responsible for customizing the software to the individual needs or IT environment of the client.

- f. The Customer **does not** have to maintain its own Salesforce environment to use the software. However, a Salesforce environment is required to use the software. #wey provides the customer with the Salesforce environment as part of the software by way of OEM reselling. Further provisions regarding the Salesforce environment may result from the order/order confirmation. With regard to the Salesforce environment, the general and product-related terms of use available at (<https://www.salesforce.com/company/legal/sfdc-website-terms-of-service/>) shall apply in addition to and take precedence over these provisions, with the proviso that Salesforce, Inc, Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California 94105 (hereinafter: “Salesforce”) is a third party beneficiary within the meaning of the Salesforce terms of use included and can enforce these directly against the customer.

3. Software Provision

- a. #wey shall provide the Customer with the software (SaaS) for online use. The source code of the software shall not be handed over to the Customer.
- b. #wey shall provide the customer with a service overview
- c. The Customer shall protect and store the access data provided to it against access by third parties in accordance with the state-of-the-art methods. The Customer shall ensure that the software is only used to the extent agreed upon. Unauthorized access must be reported to #wey immediately.

4. Customer’s Obligations to Cooperate

- a. The Customer shall always cooperate fully with #wey if this is necessary or helpful for the provision of the contractual services, be prepared to answer questions and provide the necessary information. For this purpose, the Customer shall in particular:
 - i. train its employees in the use of the One-Suite Solutions
 - ii. before reporting a problem, perform all service steps planned by #wey and communicated to the customer (e.g. measures to identify, name, and contain problems)
 - iii. assist #wey in the performance of the Contract Services, including the timely provision of information, skilled personnel, communications, and connectivity; and
 - iv. ensure access to all necessary documents and systems during the term of the Contract.
 - v. The customer shall comply with all restrictions of this framework agreement and its individual agreements and shall in particular:
 - vi. Not give unauthorized third parties access to the One-Suite or allow retrieval of information stored therein, nor interfere with #wey’s programs, nor penetrate #wey’s data network or encourage such interference;
 - vii. Keep the usage and access authorizations assigned to him and/or the user secret, protect them from access by unauthorized third parties and not pass them on to unauthorized users;
 - viii. Obligate all authorized users to comply with the provisions agreed herein;

- ix. To scan data and information for viruses and to use state-of-the-art software before transmitting it to #wey;
 - x. Not to misuse the One-Suite or parts thereof for the unsolicited sending of messages and information to third parties for advertising purposes; and
 - xi. Immediately report any defects in the contractual services provided by #wey. If the Customer fails to timely report a defect for a reason for which it is responsible, this shall be deemed contributory negligence and/or contributory causation of the defect. If the customer breaches this duty of notification, the warranty claims shall be limited in this respect, unless a timely notification would not have accelerated the rectification of the defect or avoided the damage;
 - xii. Ensure compliance with all relevant data protection and security regulations by protecting personal data and confidential information processed while using the One-Suite accordingly and handling it only in accordance with the legal requirements and guidelines of #wey.
- b. If the customer is in default with the fulfillment of the actions for which it is responsible, #wey's obligation to perform shall be suspended for the duration of the default, which cannot be provided without this action or can only be provided with disproportionate additional effort. Any additional expenses incurred as a result shall be reimbursed to #wey' statutory right of termination.
 - c. Further obligations of the Customer to cooperate are, if necessary, regulated in the respective orders/SaaS project contracts.

5. Availability of the Software

- a. Access to and use of the Solution is subject to the availability and proper functioning of the Salesforce environment.
- b. #wey shall use commercially reasonable efforts to make the Solution available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which #wey will provide advance electronic notice as specified in the Documentation); and (b) unavailability due to circumstances beyond #wey's reasonable control, such as acts of God, pandemic situations, government actions, floods, fires, earthquakes, riots, terrorist attacks, strikes, internet service provider outages or delays, third-party applications, or cyber-attacks such as denial of service attacks.
- c. The average availability owed is 98% on an annual average.

6. Data Processing via the Software

- a. The customer undertakes not to process any data via or with the software whose processing, provision, publication, or use violates applicable law, official orders, third-party rights, or agreements with third parties. The customer shall check the data for viruses or other harmful components before using them in the software components and use state-of-the-art measures (e.g. virus protection programs) for this purpose. If the Customer processes personal data via or with the Software, the Customer shall be responsible for the data protection conformity of this processing and for obtaining any necessary consent.
- b. #wey shall not be subject to any safekeeping or custody obligations regarding the Customer's data, as these are stored in the Salesforce environment outside #wey's

control (see White Paper Salesforce, available on the #wey website). The Customer is free to make an additional backup of the data – for example by OWNBACKUP.

- c. If the software accesses data via the Customer's Salesforce environment, #wey shall take appropriate precautions to prevent data loss and unauthorized access by third parties when processing the data in the software.

7. Rights of Use

- a. The customer shall receive simple, i.e. non-sublicensable and non-transferable rights to use the software for the number of authorized users, limited to the term of the software in accordance with these provisions.
- b. The customer may only use the software within the scope of its own business activities by its own personnel. The customer is not permitted to use the software for any other purpose. In particular, the customer is prohibited from:
 - i. Publishing the software or passing it on to third parties,
 - ii. Decompiling the software or reconstructing or modifying the source code, underlying ideas, user interface techniques or algorithms of the software by any means whatsoever, and
 - iii. Removing copyright notices or other property markings. §§ 69a ff of the German Copyright Act (UrhG) remain unaffected by this.
- c. The customer is obligated to maintain the integrity of the solution and to ensure that its use is in accordance with the agreed conditions and the statutory provisions. Any use of the Solution beyond the extent specified in these provisions, in particular any form of reproduction, distribution, or modification, is strictly prohibited unless expressly permitted or authorized by mandatory statutory provisions.

8. Maintenance & Support

- a. #wey shall set up a support service for inquiries from the Customer regarding the functions of the Software. Inquiries can be made via the e-mail address we-empower-you.de. Requests will be processed in the order in which they are received.
- b. #wey shall regularly make new versions of the software available for download during maintenance and further development.
- c. #Wey shall inform the customer by e-mail when a new version of the software is available for download. The customer shall acquire rights of use to new versions of the software to the extent described in § 7 of these provisions.
- d. The customer shall automatically receive all further developments and maintenance of the software.
- e. Maintenance and further development of the software shall only ever be carried out in the current version of the software. Support services and troubleshooting shall also only be provided by #wey in relation to the current version of the Software. #wey assumes no warranty regarding the suitability of previous versions of the software for contractual use – particularly their operational reliability. The customer shall provide instructions for reproducing the malfunctions when reporting them.

9. Malfunctions

- a. The customer must report malfunctions of the Solution immediately via the support service provided by #wey. During the specified support times, #wey shall respond to

- the reported malfunctions within the following response times. The prerequisite is that the reported malfunctions can be reproduced by #wey and that the Customer provides instructions for reproducing the malfunctions when reporting them.
- b. The standard support times are workdays (Baden-Württemberg) from 9:00 - 16:00.
 - i. In the event of level 1 faults (system failure or restriction of the use of essential functions), #wey shall respond within 8 hours and endeavor to rectify the fault.
 - ii. In the event of level 2 malfunctions (individual functions do not respond while the overall system continues to function), #wey shall respond within 24 hours and endeavor to rectify the malfunction.
 - iii. In the event of level 3 malfunctions (functions do not respond for which a workaround solution – including analog solutions – exists), #wey shall respond within 72 hours and endeavor to rectify the malfunction.
 - iv. In the event of level 4 faults (minor faults), #wey shall respond as part of the regular maintenance of the software and endeavor to rectify the fault.
 - c. In the event of malfunctions that occur outside support hours or are reported by the Customer, the response time shall be calculated from the start of the next support time.
 - d. Troubleshooting may also temporarily consist of #wey providing the Customer with measures for the environment or temporary bridging of the effects of the malfunction (“workaround”).
 - e. If a troubleshooting finally fails and the contractual use of the software is significantly impaired, the customer shall be entitled to a special right of termination regarding the affected services. Fault rectification shall be deemed final Software immediately via the support service provided by #wey. #wey shall respond to the reported malfunctions during the specified support times within the following response times. The prerequisite for this is that the reported malfunctions by #wey have failed if #wey fails to eliminate the malfunction despite three attempts.
 - f. #wey shall be entitled to invoice expenses in connection with a malfunction reported by the Customer in accordance with the remuneration rates specified in the Order Form, provided that #wey can demonstrate that the reported malfunction is due to a circumstance for which the Customer is solely responsible or that there is no malfunction of the Software.
 - g. The customer shall support #wey in the elimination of malfunctions. In particular, the customer shall describe the malfunctions as precisely as possible when reporting the malfunction and shall provide #wey with the information, documents, and data required to rectify the malfunction.
 - h. The customer shall be obliged to regularly and properly back up its data processed in connection with the software so that its business operations are not impaired as far as possible even in the event of software malfunctions or data loss.

10. Additional Support Services

- a. At the request of the customer, #wey shall provide additional support services for the customer (e.g. consulting, answering user questions) after separate commissioning. Additional support services shall be provided by #wey as services within the meaning of § 611 BGB without assumption of a warranty obligation.

- b. Assignments under a contract for work and services within the meaning of § 631 BGB must be separately identified as such in the assignment. In this case, the order must also contain precise details of the scope of services owed and the acceptance criteria.
- c. If #wey is of the opinion that the additional support services requested by the Client require the conclusion of a separate project contract, #wey shall inform the customer accordingly.

11. Subcontractors / Partners

- a. #wey shall be entitled to use subcontractors for the provision of services.
- b. A current list of partners will be provided to the customer upon a written request.

12. Remuneration & Terms of Payment

- a. For the Software provision described in these paragraphs, its maintenance & support, and the processing of faults, the Customer shall pay #wey the remuneration specified in the order per authorized user per month. The terms of payment are set out in the order.
- b. The Customer may increase but not decrease the number of authorized users with a lead time of 14 days at the conditions specified in the order. The remuneration owed in accordance with paragraph 1 shall increase accordingly.
- c. Additional support services provided by #wey shall be remunerated by the Customer based on the time and effort actually expended in accordance with the remuneration rates specified in the order. A person day / daily rate shall be calculated at 8 hours. Additional or reduced services shall be charged pro rata. #wey shall be entitled to invoice services invoiced on a time and material basis monthly in arrears. Payment for these services shall be due 14 days after receipt of a verifiable invoice. If payment is not made on time, the Client shall be in default without a reminder.
- d. Travel times shall be remunerated in accordance with the daily rates specified in the order.
- e. Travel expenses (incl. hotel costs) for necessary trips shall be remunerated as follows:
 - i. Car per Kilometer: EUR 0.60
 - ii. Train: at cost, corresponding to a journey in 2nd class without Bahncard
 - iii. Flight (economy class): at cost
 - iv. Rental car (middle class): at cost
 - v. Taxi / parking fees: at cost
- f. Agreed prices are net prices plus the value added tax applicable at the time the service is provided.

13. Warranty

- a. #wey warrants that the software complies with the contractual specifications during the term of the contract and does not have any defects that nullify or significantly reduce its suitability for the use stipulated in the contract.
- b. The warranty shall be provided at #wey's discretion either by free rectification of defects or by delivery of a program version free of defects.
- c. The customer shall notify #wey of any defects without delay and provide #wey with reasonable support in remedying the defects.

- d. The warranty for only insignificant reductions in suitability is excluded. Strict liability in accordance with § 536a para. 1 BGB for defects that already existed at the time the contract was concluded is excluded.

14. Third-Party Property Rights

- a. #wey warrants that the software does not infringe any third-party rights. #wey shall indemnify the customer against all claims of third parties due to infringements of industrial property rights for which #wey is responsible in connection with the contractual use of the software and shall reimburse the customer the costs of reasonable legal action in this case.
- b. The customer shall inform #wey immediately of any claims asserted against him by third parties due to the contractual use of the software and shall grant #wey all necessary powers of attorney and authorizations to defend the claims. The customer shall not make any legally relevant declarations (e.g. acknowledgement, settlement) in relation to the claim without the prior written consent of #wey.

15. Liability

- a. The liability of #wey for damages caused by slight negligence is excluded, unless it concerns damages resulting from injury to life, body or health, or damages resulting from the breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely.
- b. #wey's liability for loss of data shall be limited to the damage that would have occurred even if the Customer had properly and regularly produced the data in a manner commensurate with the risk.
- c. In the event of a breach of contractual and non-contractual obligations, #wey shall be liable in accordance with the relevant statutory provisions, unless otherwise stipulated in these Terms and Conditions (including the following provisions).
- d. #wey's liability for indirect damages, in particular consequential damages, and loss of profit, is excluded, unless they are based on intent or gross negligence. Any further liability of #wey is excluded, in particular liability for damages caused by improper use of the software provided in ONE-Suite by the Customer.
- e. Regardless of the legal grounds, #wey shall be liable without limitation in cases of intent and gross negligence.
- f. Additionally, #wey shall be liable for simple negligence as follows:
 - vi. For damages resulting from injury to life, body, or health without limitation;
 - vii. For damages arising from the breach of a material contractual obligation limited to compensation for the foreseeable, typically occurring damage; material contractual obligations are those whose fulfillment characterizes the essence of the contract and on which the customer may rely;
 - viii. In all other cases, not for indirect damages – not for loss of profit or other financial losses of the customer.
- g. Claims for damages against #wey shall expire within the statutory limitation period, unless #wey acts intentionally or fraudulently. #wey undertakes to take out business liability insurance with a maximum sum insured of €5,000,000, including insurance for

- a failure of the services provided by #wey, including processing damage, and to provide evidence of this to the Customer upon request.
- h. Insofar as #wey's contractual liability is excluded or limited, this shall also apply to the personal liability of employees, representatives, and vicarious agents.
 - i. The above limitations of liability shall not apply if #wey has assumed a guarantee for the quality of the software provided in ONE-Suite or if the damage is based on a grossly negligent or intentional breach of duty by #wey. The same shall apply to claims of the customer under the Product Liability Act.

16. Data Protection, Confidentiality, Naming of References

- a. #wey and the customer (hereinafter collectively: "Parties" or individually "Party") shall treat confidential information, in particular the Software as well as documents, samples, business intentions, personal data, problems, data, and/or problem solutions and other specific know-how (hereinafter collectively referred to as "Information"), of which they gain knowledge from the other Party within the scope of the business relationship, confidentially during the term and after the end of the term, and in particular shall not pass it on to third parties or use it for their own business purposes without authorization. The confidentiality obligation ends after a period of 3 years after the end of the term.
- b. This confidentiality obligation shall not apply to information which:
 - ix. Was already known to the other party outside the contractual relationship;
 - x. Was lawfully acquired from third parties;
 - xi. Is or becomes generally known or state of the art;
 - xii. Is released by the ceding contractual partner.
- c. If a party is obliged to disclose the information received from the other party due to a legal obligation or a lawful official or court order, it shall immediately inform the disclosing party thereof in writing and, upon request, support the disclosing party in protecting the information from disclosure or having it protected by court order to the best of its ability.
- d. The parties shall inform each other immediately if they, their bodies, employees, or consultants become aware that information has been disclosed in breach of this clause.
- e. At the end of the term, the parties shall return all confidential documents and information without being asked or destroy them at the request of the issuing party and provide proof thereof.
- f. The parties shall comply with the data protection provisions applicable to them if they are granted access to the other party's operations or hardware and software. They shall ensure that their vicarious agents also comply with these provisions; in particular, they shall oblige them to maintain data secrecy before commencing their activities.
- g. #wey may process anonymized Customer data. The purpose of anonymized data processing is to enable #wey to pursue statistical analysis, research purposes, or other legitimate interests without disclosing or using the Customer's personal information. For the purposes of this clause, the term "anonymized data" means information that has been modified in such a way that it does not allow any conclusions to be drawn about identifiable natural persons. Anonymization is carried out in such a way that it is impossible for the controller to restore the original data or to identify the client based on the processed data. The Customer hereby expressly agrees that #wey may process anonymized data of the Customer as described in this clause. The Client confirms that

- the processing of such anonymized data will not affect its rights or freedoms and that no personal data of the Client will be disclosed or used.
- h. The Customer consents to being named as a reference in the context of #wey's reference marketing. It shall not revoke its consent without good cause.

17. Term & Termination

- a. Unless otherwise agreed in the order, the term is 2 years and begins with the full availability of the software, upon completion of the ramp-up phase. The term shall be extended thereafter by 1 year in each case if the order form is not terminated with a notice period of six (6) months to the end of the respective term.
- b. After expiry of the term, the customer is no longer entitled to use the software. The Customer shall be obliged to delete the Software at the end of the term, to document the deletion and to provide #wey with evidence of the deletion upon request.
- c. These provisions shall remain in force after the end of the term for as long as and to the extent that the Customer continues to receive services from #wey in connection with the Software.
- d. #wey shall be entitled to extraordinarily terminate existing orders if the Customer violates its obligations under these provisions despite a reminder from #wey – in particular, if the Customer exceeds the granted rights of use, processes prohibited content via or with the Software or jeopardizes the security or operation of the Software (e.g. through malware).
- e. In the event of a material breach of these provisions by the Customer, #wey shall be entitled to restrict or block the Customer's access to the Software without warning until the Customer's breach has been remedied. A material breach within the meaning of this paragraph shall be deemed to be if the customer exceeds the rights of use granted, processes prohibited content via or with the Software or jeopardizes the security or operation of the Software (e.g. through malware).

18. Final Provisions

- a. Terminations must be made in writing.
- b. #wey's services are generally provided via remote access (remote). The provision of services on site the customer's premises requires a separate written agreement.
- c. The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- d. Should individual provisions of these paragraphs or of the order be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the parties shall agree an effective provision in place of the ineffective provision which comes as close as possible to the ineffective provision both economically and legally. The same shall apply in the event of an unintended loophole.
- e. The exclusive place of jurisdiction shall be the registered office of #wey; if #wey brings an action, the general place of jurisdiction of the customer shall also apply.
- f. The English language translation of these Terms & Conditions is provided as courtesy copy, however, should any discrepancies between this English translation and the German AGB's, the meaning of the German language AGB's prevails.

Valid as of June 2023.