General Terms and Conditions of Business of Cedalo GmbH

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I. General Conditions

§ 1 Scope

(1) These present Terms and Conditions of Business contain the solely applicable conditions between you as customer / leaser / purchaser / client (hereinafter referred to as "Customer" or "You") and us, Cedalo GmbH, Schnewlinstr. 6, 79098 Freiburg, Germany (hereinafter referred to as “Cedalo”, “We”, or “Us”, for further details see Legal Notice), insofar as they are not amended by written agreements between the parties. Any other terms and conditions shall not apply, even if we have not separately issued our objection to them. Diverging, additional, or conflicting conditions shall therefore only apply if we acknowledged them in writing. This also applies if you submit or accept an Offer with the remark that your own general terms and conditions have priority.

(2) Consumers within the meaning of § 13 BGB are excluded from the use of our services. The Terms and Conditions of Business apply only to entrepreneurs within the meaning of § 14 BGB, legal entities under public law, and special funds under public law within the meaning of § 310 paragraph 1 sentence 1 BGB.

(3) The following General Terms and Conditions of Business listed in this section number I (hereinafter referred to as "General Terms and Conditions") govern the contractual relationship between Us and the Customer, regardless of which services the Customer makes use of. In addition to these General Terms and Conditions, special terms and conditions apply depending on the type of services used which are listed in sections number II to VI of the Terms and Conditions of Business (hereinafter referred to as "Additional Terms and Conditions").

(4) Individual agreements made with you in individual cases (including collateral agreements, addenda, and amendments) shall in any case take precedence over the Terms and Conditions of Business. Subject to proof to the contrary, a written contract or our written confirmation is definitive for the content of such agreements.

(5) References to the application of statutory provisions are only for clarifying purposes. Even without such clarification, therefore, the statutory provisions apply insofar as they are not directly amended or expressly excluded in these Terms and Conditions of Business.

(6) These Terms and Conditions of Business do not apply to software provided by Cedalo free of charge. Separate general terms and conditions shall apply to such software.

(7) Annexes referred to in these Terms and Conditions of Business form an integral part of the contract. The "Offer" is the written or text-form offer or quotation issued by Cedalo and accepted by the Customer. Annex 1 (Cedalo Support Policy) applies in the version specified in the Offer or, if the Offer does not specify a version, in the version valid at the time of conclusion of the contract. In the event of a conflict, the following order of precedence shall apply: (i) individual agreements pursuant to paragraph (4), (ii) the Offer, (iii) the Annexes, (iv) the Additional Terms and Conditions, unless precedence is excluded therein, (v) these General Terms and Conditions. Annexes govern only the subject matter expressly assigned to them and do not modify §§ 5, 9 and 11 of the General Conditions.

(8) Cedalo may amend Annex 1 (Cedalo Support Policy) with effect for the future, provided that the amendment does not materially reduce the support level owed. Cedalo shall notify the Customer in text form at least six (6) weeks before the amendment takes effect. If an amendment materially reduces the support level, the Customer may terminate the Maintenance and Support contract with effect from the date on which the amendment takes effect. § 10 shall not apply to Annex 1.

§ 2 Title and Intellectual Property Rights

(1) Title and the intellectual property rights in the Software remain as a matter of principle in full and at all times with Cedalo. The Customer is only entitled solely to use the Software in accordance with the following provisions of these Terms and Conditions of Business.

(2) Cedalo retains ownership, title, copyrights, and any intellectual or industrial property rights (including the right to register any such rights) in all provided offer and quotation documents as well as in instructions, drawings, illustrations, and other documents and tools. You may not make these items available to third parties as such or in terms of content, disclose them, use them yourself or through third parties, or reproduce them without the explicit authorization of Cedalo. The documents listed above must be immediately returned to Cedalo upon Cedalo's request, and any copies must be destroyed if they are no longer required by you in the orderly business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of usual data backup.

(3) Upon payment of the remuneration due for the respective billing period, or, in the case of a software purchase, upon full payment of the purchase price, the Customer receives a simple, non-exclusive right to use the Software. The right is granted for an unlimited period of time in the case of a software purchase and for the duration of the agreed term in all other cases. The type and scope of use are determined by the Additional Terms and Conditions, the Offer and the price list.

§ 3 Delivery Period and Delays, Partial Performance, Subcontractors

(1) Information on delivery periods is non-binding unless it has been designated expressly as binding by Cedalo in writing.

(2) Delivery and performance due dates shall be extended by the amount of time that You are in default of payment under the contract and by the amount of time in which Cedalo is prevented from performance by circumstances for which Cedalo is not responsible, and by a reasonable start-up period after the end of the impediment. Such circumstances shall also include force majeure and labor disputes. Deadlines shall also be deemed to be extended by the period of time during which you fail to cooperate, in breach of contract, e.g., if you fail to provide information, fail to provide access, or if one of your employees is not available.

(3) If the contracting parties subsequently agree on other or additional services which affect agreed deadlines, these deadlines shall be extended by a reasonable amount of time.

(4) Reminders and setting of deadlines on your part must be in writing to be effective. A grace period must be reasonable. A period of less than two weeks is only reasonable in case of special urgency.

(5) Cedalo may render partial services provided that the rendered partial services are reasonably usable for the Customer.

(6) Cedalo may render the contractual services through third parties as subcontractors. The prerequisite is that the subcontractor has the necessary expertise.

§ 4 Prices and Terms of Payment

(1) Unless agreed otherwise, the prices shown in Cedalo's current list of prices and conditions apply. Additional or special services shall be charged separately. Unless agreed otherwise, all invoices are payable within seven (7) days of the date of invoice.

(2) The prices are in Euro or USD. Cedalo can freely decide to offer and bill also in other currency. In such a case we will denote that in the Offer and other documents accompanying your order. All prices are exclusive of value added tax, sales tax, use tax and similar transaction taxes ("Transaction Taxes"). Transaction Taxes shall be borne by the Customer and shall, unless the reverse charge mechanism applies, be shown separately in the invoice at the statutory rate applicable on the day of invoicing. The Customer shall provide Cedalo with a valid VAT identification number and any further information required to determine the correct tax treatment. Where the reverse charge mechanism applies, the Customer shall self-account for the applicable VAT. If the information provided by the Customer is incorrect or incomplete and Cedalo is charged Transaction Taxes as a result, the Customer shall reimburse Cedalo for such amounts.

(3) All prices are exclusive of any withholding taxes, levies, or similar governmental assessments imposed by any jurisdiction outside the Federal Republic of Germany, including withholding taxes on software licenses or services (collectively, "Withholding Taxes"). If the Customer is required by applicable law to deduct or withhold any Withholding Taxes from payments due to Cedalo, the Customer shall increase the gross amount of the payment so that, after all such deductions or withholdings, Cedalo receives an amount equal to the amount invoiced had no such deduction or withholding been required. The Customer shall apply any reduced rate of Withholding Taxes available under an applicable double taxation treaty, provided that Cedalo has furnished a valid certificate of tax residence. The Customer is responsible for filing and paying any such Withholding Taxes to the appropriate authorities and shall provide Cedalo with official tax certificates or equivalent documentation evidencing such payment without undue delay. This paragraph (3) does not apply to taxes based on Cedalo's net income, profits or capital.

(4) The deduction of a discount requires a separate written agreement.

(5) One-time fees are due upon conclusion of the contract.

(6) Recurring fees for recurring services are invoiced in advance for the agreed billing period of one (1) month ("monthly billing") or one (1) year ("yearly billing"). They are due upon receipt of the invoice.

(7) However, Cedalo is entitled at any time, even in the context of an ongoing business relationship, to provide the services ordered by the Customer in whole or in part only against advance payment. This applies in particular to cases in which, after the conclusion of the contract, we become aware of circumstances that justify well-grounded doubts about the Customer's ability to pay or creditworthiness and as a result of which a risk that our contractual claim for payment may be jeopardized exists.

(8) If the Customer fails to pay any fees due within the payment period specified under § 4 (1) or otherwise specified on the invoice, Cedalo is entitled to demand interest of 9 percentage points above the base interest rate pursuant to § 247 BGB without prejudice to any other remedies to which Cedalo may be entitled.
If Cedalo is able to prove a higher damage, Cedalo shall be entitled to claim such damage. The Customer is, however, entitled to prove that Cedalo has suffered no damage or significantly less damage as a result of the delay in payment. Even in the latter case, however, Cedalo remains entitled to demand from the Customer the statutory interest on arrears applicable at the time.

(9) If, after the conclusion of the contract, it becomes apparent (e.g., by filing for insolvency proceedings) that Cedalo's claim for payment is jeopardized by the Customer's inability to pay, Cedalo shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary, after setting a time limit - to rescind the contract (§ 321 BGB). In the case of § 650 (3) BGB, Cedalo may declare the rescission immediately; the statutory provisions on the dispensability of setting a time limit remain unaffected.

(10) The Customer shall raise objections to the billing for the services provided by Cedalo in writing to the office indicated on the invoice within four weeks after receipt of the invoice. After expiry of the aforementioned period, the invoice shall be deemed approved by the Customer. Cedalo shall draw the

Customer's attention specifically to the significance of his actions when sending the invoice.

(11) Cedalo is entitled to adjust the prices on which its services are based for the following contractual months at its reasonable discretion. Cedalo will inform the Customer about changes in prices in text form at least six weeks before the end of the billing period (§ 315 (3) BGB ("Buergerliches Gesetzbuch")). If the Customer does not agree with the change of prices, he may terminate this contractual relationship extraordinarily at the time when the change of the price list is intended to become effective. The termination must be in text form. If the Customer does not terminate the contractual relationship at the time the price change becomes effective, the price change shall be deemed to be approved by him. When notifying the Customer of the price change, Cedalo shall draw the Customer's attention specifically to the intended significance of his conduct.

§ 5 Limitation of Liability

(1) Any liability of Cedalo for damages or reimbursement of expenses is excluded except for the cases described in the following paragraph (2).

(a) Data communication over the Internet cannot be guaranteed to be error-free, and/or available at all times according to the current state of the art. Insofar as Cedalo provides or performs services via the internet, Cedalo makes every endeavor to maintain the services offered as uniformly consistent as possible. However, Cedalo shall not be liable in particular for the fact that products or services offered over the internet are unavailable from time to time.

(b) In particular, Cedalo accepts no liability for the susceptibility of errors of products or services which functionality depends on the data or services of third parties.

(c) Unless otherwise agreed, Cedalo shall exercise the care customary in the industry. When determining whether Cedalo is at fault, it must be taken into account that software cannot be technically created without errors.

(d) The foregoing limitation of liability applies also in favor of the legal representatives and vicarious agents of Cedalo if claims are asserted directly against them.

(2) The foregoing disclaimer does not apply

- in case of culpable intent or gross negligence,
- in case of injury to life, limb, or health,
- in the case of claims under the provisions of the Product Liability Act ("Produkthaftungsgesetz"), nor
- in the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation). A cardinal obligation is an obligation whose fulfillment is essential for the proper execution of a contract, and on whose fulfillment the contracting parties may regularly rely. In the latter case, Cedalo's liability shall be limited to the amount of the damage which is foreseeable, and typical for the type of business in question.

(3) Cedalo remains open to the plea of contributory negligence. In particular, the Customer is in charge of data security, and of defense against malicious software in each case in accordance with the current state of the art.

(4) Use of AI Systems: Insofar as the Customer uses the software from Cedalo as a component or infrastructure for systems involving artificial intelligence (AI) or machine learning within the meaning of Regulation (EU) 2024/1689 (EU AI Act), the Customer bears sole responsibility for compliance with all applicable regulatory requirements (including, but not limited to, risk management, transparency obligations, and conformity assessments). Cedalo shall under no circumstances be liable for decisions, actions, or damages caused by autonomous processes of AI agents or algorithms integrated by the Customer, including any liability for data leakage or unauthorized processing caused by the connection to third-party AI providers. The Customer shall indemnify and hold Cedalo harmless from any third-party claims in this connection.

(5) The limitation of liability under this § 5 applies to all services under these Terms and Conditions of Business and is not modified by the Additional Terms and Conditions or by an Annex unless expressly stated otherwise therein.

§ 6 Privacy

(1) The protection of personal data of the Customer is an important concern for Cedalo. For the purpose of clarifying and informing the Customer, Cedalo provides a privacy policy that can be retrieved at any time.

(2) To the extent that Cedalo obtains access to personal data of the Customer or its end customers in the course of providing services (in particular support or cloud services), such processing shall be carried out exclusively on the basis of a separately concluded Data Processing Agreement (DPA) pursuant to Art. 28 GDPR. This DPA shall become an integral part of the agreement upon conclusion of the contract.

§ 7 Assignment of Claims

(1) Unless otherwise agreed in the Additional Conditions of these Terms and Conditions of Business, or in the contract with the Customer, the assignment of claims other than monetary claims shall only be permissible with the prior written consent of the other contracting party. Such consent may not be unreasonably withheld. § 354a of the German Commercial Code ("Handelsgesetzbuch (HGB)") remains unaffected.

(2) Cedalo is entitled to transfer the rights and obligations arising from the contract in whole or in part to a third party with a notice period of four weeks. In this case, the Customer is entitled to withdraw from the existing contract.

§ 8 Offset and Right of Retention

(1) The contracting parties may only offset claims that have been legally established or are undisputed.

(2) A right of retention may only be asserted due to counterclaims from the respective contractual relationship.

§ 9 Termination of Contract

(1) Contracts concluded for a specified amount of time shall end upon expiry of the agreed time without the need for termination by notice. No automatic renewal shall take place unless otherwise agreed in the Additional Terms of these Terms and Conditions of Business, or in the contract with the Customer.

(2) Any termination of the further exchange of services (e.g., in case of rescission, reduction, termination for cause, or damages in lieu of performance) must always be threatened by stating the reason and setting a reasonable deadline for remedy (usually at least two weeks) and may only be declared within two (2) weeks after expiry of the deadline. In the cases stipulated by law (cf. §323 (2) of the German Civil Code ("Bürgerliches Gesetzbuch (BGB)"), the setting of a deadline may be omitted. Anyone who is wholly or predominantly responsible for the disruption may not demand reversal.

(3) An extraordinary right of termination of both parties due to an important reason remains unaffected.

(4) Contracts for recurring services, in particular subscription, maintenance and support, and cloud services, are concluded for an indefinite period and may be terminated by either party with three (3) months' notice to the end of a billing period, unless otherwise agreed in the Additional Terms and Conditions or in the Offer.

§ 10 Changes to the Terms and Conditions of Business

You will be notified of any amendments to these Terms and Conditions of Business in writing, by electronic means (e.g. by e-mail). If you do not object to this amendment within four (4) weeks after receipt of the notification, the amendments shall be deemed as accepted by you. You will be informed separately of the right to object and the legal consequences of silence in the event of an amendment to the Terms and Conditions of Business.

§ 11 Other Provisions

(1) The law of the Federal Republic of Germany is applicable to these Terms and Conditions of Business with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) Amendments, or supplements to the agreements made, including these Terms and Conditions of Business, must be made in writing to be effective. This shall also apply to the cancellation of this written form requirement. With the exception of managing directors or authorized signatories, the employees of Cedalo are not entitled to make verbal agreements deviating from this requirement. Transmission by telecommunication, in particular by electronic means (e.g.by e-mail), shall be sufficient to comply with the written form requirement provided that a copy of the signed declaration is transmitted.

(3) Legally relevant declarations and notifications by You with regard to the contract (e.g., setting of deadlines, notification of defects, withdrawal or reduction) may be made in writing or in text form (e.g. by e-mail). To ensure valid delivery and processing, such e-mails must be sent to legal@cedalo.com or to the specific contact address designated in the Offer. The Customer shall bear the burden of proof for the receipt of any notification sent in text form. Notices of defects relating to maintenance and support services shall be submitted through the channel set out in the Support Policy (Annex 1) and are validly received there.

(4) Place of performance is Freiburg im Breisgau, Germany.

(5) If the Customer is a merchant and has his place of business in Germany at the time of the order, the sole court of jurisdiction is the registered office of Cedalo, Freiburg im Breisgau, Germany. The same court of jurisdiction shall apply if the Customer has no general court of jurisdiction within Germany, relocates its domicile or usual place of residence out of Germany after the conclusion of the contract, or whose domicile or usual place of residence is unknown on the date of bringing an action. However, Cedalo shall also be entitled to assert claims in court at the Customer's registered office. Otherwise, the applicable statutory provisions shall apply to local and international jurisdiction.

(6) Should provisions of these General Terms and Conditions wholly, or partially be or become ineffective or contradict the statutory provisions, the validity of the remaining provisions of these General Terms and Conditions shall not be affected hereby. In this case, the contracting parties shall enter into negotiations and replace the invalid provision with a legally valid provision that comes as close as possible to the economic sense and purpose of the invalid provision. The provision above shall apply mutatis mutandis in the event of regulatory gaps.

§ 12 Duties of the Customer, areas of use of the Software, infringing use and indemnification

(1) The Customer undertakes to inspect the Software prior to the conclusion of the contract to ascertain whether its specification matches the Customer's wishes and needs.

(2) The Customer is aware of the material operating characteristics and conditions of the software.

(3) The Customer is advised that, unless otherwise agreed, the Software has not been specifically planned, developed, produced, or adapted by Cedalo for the Customer. The Customer is therefore aware that the Software may not meet the Customer's specific requirements. The Customer shall be solely responsible for the selection of the Software with regard to its intended use as well as for the results to be achieved by using the Software. Cedalo does not warrant the suitability of the Software for any particular purpose.

(4) The Customer shall take adequate precautions for the event that the Software might not work properly in whole or in part (e.g., through regular backups, documentation of the use of the Software, fault diagnosis, regular checking of the results, or emergency planning). It is his responsibility to ensure the functionality of the working environment of the program.

(5) If the customer uses software from Cedalo, it is therefore the sole responsibility of the customer to check the entries made by him. The customer is aware that the software will also produce incorrect results in the event of incorrect entries. The same applies to operating errors by the Customer. The Customer shall in no case be released from his own examination of the entries made and results obtained by using the Software. Cedalo is neither responsible for the Customer's input or any incorrect operation of the Software by the Customer, nor is Cedalo responsible for the results obtained by the use of the Software by the Customer based on his input.

(6) The Customer is responsible for his own supervision, handling, and control of the use of the Software. This responsibility includes that the Customer, if necessary, selects suitable applications for which or with which the Customer wishes to use Cedalo's Software in a supporting manner in a professional manner according to the technical requirements (including system environment) as well as taking into account the results intended by using the Software.

(7) The Customer shall comply with the guidelines issued by Cedalo for the installation and operation of the Software and take care to check in regular intervals on current notes on Cedalo's website.

(8) The Customer is aware that the Software is not suitable and intended for Hazardous Areas of Use. "Hazardous Areas of Use" are such areas of use or use cases in which fault-free operation of the Software is indispensable to avert damage to human life, physical integrity, health and/or other legal interests of considerable importance.

(9) Subject to a deviating agreement with Cedalo, the Customer is prohibited from using the Software for the following Hazardous Areas of Use:

- Use in connection with power plants, in particular in the field of nuclear energy
- Use in connection with traffic safety, in particular air traffic safety
- Use in connection with medical or life support equipment

- Use in connection with weapons systems

(10) The Customer is aware that the Software – as far as the Customer desires - can also be used for use in Critical Processes or for integration into such processes. "Critical Processes" shall be understood to be, for example, those processes of a technical and/or business nature that handle tasks with a high degree of importance for the Customer or third parties and/or with which due to their sensitivity significant risks for the Customer or third parties are associated (for example, with regard to security, value creation, secrecy, sensitivity of data processing, etc., e.g., use of the Software in connection with the transaction of funds or the sale of securities or other goods). If the Customer uses the Software in connection with Critical Processes, Cedalo hereby again expressly draws the Customer's attention to the obligations under the preceding paragraphs, in particular paragraphs 4 to 7. It is the sole responsibility of the Customer to determine and establish, if necessary, an independent procedure for the verification of its inputs and the results obtained using the Software for such purposes of use of the Software. Cedalo shall not be responsible for this. Cedalo again expressly points out to the Customer that incorrect inputs made by the Customer may also produce incorrect results and may lead to considerable damage for such purposes of use.

(11) In the event of a breach of the foregoing duties the Customer shall bear the associated disadvantages and costs.

(12) The Customer undertakes to use the storage space and the Software only in accordance with the applicable law, in particular with the statutes, official regulations, or third-party rights and these Terms and Conditions of Business. The statutory provisions of the home country of the Customer and of Cedalo are definitive. The Customer will not engage in any actions which breach applicable law. The Customer shall not use the Software:

- to send spam or other multiple or unsolicited messages in violation of applicable laws,

- to send or store libelous, obscene, threatening, defamatory, or other unlawful or banned material, including material that is harmful to children or breaches the rights of third parties; or

- to send or store material which contains software viruses, worms, Trojan horses, or other harmful computer codes, files, scripts, agents, or programs.

The Customer accepts sole liability for content resulting out of their use of the Software and indemnifies and holds Cedalo harmless from all claims, actions, consequences of actions, losses, or damages which arise by virtue of the Customer's conduct contrary to the contract.

§ 13 Third Party Rights

(1) Cedalo shall indemnify the Customer at its own expense against all claims of third parties under German law arising from infringements of intellectual property rights for which Cedalo is responsible. The Customer agrees to notify Cedalo without delay and in writing if third parties assert intellectual property rights in the purchased delivery item against it. If the Customer does not notify Cedalo immediately about the asserted claims, this right of indemnification shall expire.

(2) In case of infringement of intellectual property rights Cedalo may - without prejudice to any claims for damages of the Customer - at its own discretion and at its own expense with regard to the affected performance

(a) after prior consultation with the Customer, make changes which, while safeguarding the Customer's interests, ensure that an infringement of intellectual property rights no longer exists or

(b) acquire the necessary rights of use for the Customer.

§ 14 Safeguarding Measures, Right to Audit

(1) The Customer shall take suitable measures to secure the software, and, if applicable, the access data for online access against access by unauthorized third parties. In particular, all copies of the Software as well as the access data shall be kept in a protected location.

(2) The Customer assumes it as an independent obligation to enable Cedalo to verify at the place of use of the Software the compliance of the Customer with the terms of this Agreement, in particular, whether the Customer uses the program qualitatively, and quantitatively within the scope of the licenses acquired by him, and to support Cedalo in this verification to the best of his ability. For this purpose, the Customer shall provide Cedalo with information, grant access to relevant documents and records, and allow Cedalo or an auditing company named by Cedalo and acceptable to the Customer to inspect the hardware and software environment used. The review shall take place upon notice during the Customer's normal business hours. Notice shall be given with at least seven (7) day notice. Cedalo shall endeavor to cause as little disruption as possible to the Customer's business activities.

§ 15 Export and Import Restrictions

The parties are aware that the contractual software may be subject to export and import restrictions. In particular, there may be official authorization requirements or the abroad use of the software or related technologies may be subject to restrictions. The Customer shall comply with the applicable export and import control regulations, in particular, of the Federal Republic of Germany and the European Union as well as all other relevant regulations. Cedalo's performance of the contract is subject to the proviso that no obstacles due to national and international regulations of export and import law as well as no other legal regulations prevent the performance.

II. Additional Conditions for Software Purchase

§ 1 Object of the Contract (Purchase)

(1) The object of the contract in the case of the purchase of Software is

(a) the permanent provision of the Software specified in the offer as a download in the version specified in the Offer or if the version is not specified in the Offer in the version specified in the current price list valid at the time of conclusion of the contract,

(b) the provision of the associated user documentation, and

(c) the granting of the rights of use described in § 2.

(2) The Software is transferred electronically. Insofar as the Software is protected by means of a license key, the Customer shall receive the license key exclusively for the use of the Software as specified in this Agreement, in particular in § 2.

(3) In particular, the following are not objects of the contract:

(a) the creation of the system environment required for the use of the Software. The Customer is solely responsible for setting up a functional hardware and software environment for the Software that is sufficiently dimensioned, also taking into account the additional load caused by the Software that is the subject matter of this agreement;

(b) the source code of the Software;

(c) updates, further developments or any other version of the Software;

(d) services of any other kind (e.g., installation, configuration, software maintenance, training courses, or seminars, support), unless the Customer agrees these separately in writing with Cedalo.

(4) The quality characteristics of the Software are conclusively stated in the Offer as well as in the price list for the respective version of the Software. Such information is to be understood as a description of performance but does not constitute a warranty. Any such expressly designated warranty requires a written declaration by the management of Cedalo to be effective.

§ 2 Rights of Use (Purchase)

(1) § 2 (3) of the General Conditions applies. The right of use is granted for an unlimited period of time; the number of licenses and the type and scope of use are determined by the following paragraphs, the Offer and the price list.

(2) The Software may only be used simultaneously by a maximum number of natural persons corresponding to the licenses purchased by the Customer (“Agreed Use”). The Agreed Use includes the installation of the Software, the loading into the working memory, as well as the intended use by the Customer. The number of licenses and the type and scope of use are otherwise determined in the Offer, and the price list.

(3) Without the prior express written consent of Cedalo, the Customer shall not have the right to lease or otherwise sublicense the Software, to publicly reproduce or make it accessible by wire or wireless means, or to make it available to third parties against payment or free of charge, e.g., by way of application service providing or as "Software as a Service". §2 (4) shall remain unaffected.

(4) The Customer shall be entitled to permanently transfer the acquired copy of the Software to a third party by handing over the documentation. In this case, he must completely stop using the program, remove all installed copies of the program from his computers, and delete all copies located on other data carriers unless he is legally obligated to retain them for a longer period of time, and notify us of the name and address of such third party. Upon Cedalo's request, the Customer shall confirm in writing the complete performance of the aforementioned measures or, if applicable, explain the reasons for a longer retention. Furthermore, the Customer shall expressly agree with the third party on the observance of the scope of the granting of rights according to this § 2. A splitting of purchased license volume packages is not permitted. If the Customer violates this clause, he shall owe us a reasonable contractual penalty to be determined by Cedalo at its reasonable discretion which amount may be reviewed by the competent court in the event of a dispute. Any further claims for damages by Cedalo shall remain unaffected. Any contractual penalty paid shall be set off against any claims for damages. The contractual penalty represents the minimum damage.

(5) The Customer is entitled to create a backup copy if this is necessary to secure future use. The Customer shall visibly affix the note "Backup Copy" as well as a copyright notice of the manufacturer to the created backup copy. The customer shall not be granted any further right to reproduce the software in parts or as a whole, in particular to create derivative works.

(6) If the Customer uses the software to an extent that exceeds the acquired rights of use qualitatively (compared to the type of use permitted) or quantitatively (compared to the number of licenses acquired), the Customer shall immediately purchase the rights of use necessary for the permitted use.

(7) The Customer shall not be entitled to remove or circumvent the existing protective mechanisms of the Software against unauthorized use unless this is necessary to achieve trouble-free use. Copyright notices, serial numbers, and other features serving to identify the software may also not be removed or modified. The same applies to suppression of the screen display of corresponding features.

(8) If Cedalo supplements or replaces the Software by way of subsequent performance, the Customer shall be entitled to the same rights to this subsequently provided Software as to the previously provided Software. If the supplementation or replacement results in the Customer receiving more than one - not necessarily complete - version of the Software, the Customer shall delete the surplus Software and confirm the deletion in writing. Rights of use to the surplus software shall expire with the use of the new software parts after a period of four weeks. The provisions of this paragraph shall also apply to services rendered by Cedalo without any obligation to do so.

(9) The granting of rights shall be subject to the condition precedent of full payment of the purchase price.

§ 3 Warranty (Purchase)

(1) Cedalo warrants the agreed quality as well as that the Customer can use the Software without infringement of third-party rights. The warranty of quality shall not apply to defects based on the fact that the Software is used in a hardware and software environment which does not meet the requirements specified by Cedalo or to changes and modifications which the Customer has made to the Software without being entitled to do so by law, by this contract, or on the basis of a prior written consent by Cedalo.

(2) The Customer shall inspect the Software for obvious defects immediately upon receipt and shall notify Cedalo thereof without undue delay, otherwise any warranty for such defects shall be excluded. The same shall apply if such a defect becomes apparent later. § 377 HGB (“Handelgesetzbuch” /German Commercial Code) shall apply.

(3) In the event of a material defect, Cedalo shall first be entitled to subsequent fulfillment i.e., at its own discretion to remedy the defect ("Rectification") or to deliver a replacement. Within the scope of the replacement delivery the Customer shall, if necessary, take over a new version of the Software unless this leads to unreasonable impairments. In case of defects of title, Cedalo shall, at its own discretion, provide the Customer with a legally unobjectionable possibility to use the Software or modify the Software in such a way that no third-party rights are infringed anymore.

(4) Cedalo already fulfills its obligation to remedy defects by providing updates with an automatic installation routine for download.

(5) As long as the Customer has not fully paid the remuneration due under this contract and as long as he has no legitimate interest in retaining the overdue remuneration, Cedalo shall be entitled to refuse the supplementary performance.

(6) The Customer's right to reduce the purchase price or to withdraw from the contract in the event that the Rectification or replacement delivery fails twice remains unaffected. A right of withdrawal does not exist in the case of insignificant defects. If the Customer claims damages or reimbursement of futile expenses, Cedalo shall be liable in accordance with § 5 of the General Conditions.

(7) With the exception of claims for damages, warranty claims based on material defects are subject to a limitation period of one year. The limitation period begins after the download has been made available. Claims for damages and claims for reimbursement of futile expenses are subject to § 5 of the General Conditions.

(8) The Customer shall support Cedalo in locating and eliminating the defects and grant immediate access to documents detailing the appearance of the defect.

(9) Before asserting claims for supplementary performance, the Customer shall examine with due diligence whether a defect subject to supplementary performance exists. If an alleged defect is not subject to the obligation of subsequent performance (sham defect), the Customer may be charged for the services rendered by Cedalo for verification and error correction at the respective valid rates of remuneration plus the expenses incurred unless the Customer could not have recognized the sham defect even by exercising due diligence.

III. Additional Conditions for Subscription

§ 1 Object of the Contract (Subscription)

(1) The object of the contract is the temporary provision of the software specified in the Offer in the basic version. Regarding the object of the contract, § 1 of the Additional Conditions for Software Purchase applies with the proviso that, in deviation from §1 (1) (a) of the Additional Conditions for Software Purchase, the Software shall be provided temporarily for the duration of the subscription.

(2) In addition to the basic version of the Software, the Customer may at any time rent additional services such as additional data points, machines, users, and/or connectors (hereinafter referred to as modules).

(3) The scope of the subscription agreement, in particular additionally booked modules, and any subscription period agreed upon deviating from these Terms and Conditions of Business shall result from the Offer alternatively from Cedalo's current price list.

§ 2 Rights of Use (Subscription)

§ 2 (3) of the General Conditions applies. The right of use is limited in time to the duration of the subscription. § 2 of the Additional Conditions for Software Purchase applies accordingly, with the exception of § 2 (4) thereof.

§ 3 Warranty and Limitation of Liability (Subscription)

(1) Technical data, specifications, and performance data in public statements, in particular in advertising material, are not an exact description of the appearance and performance of the Software. The functionality of the Software shall initially be based on the description in the user documentation and the supplementary agreements made in this regard. In all other respects, the Software must be suitable for the use presumed under this contract and must otherwise have a quality that is customary for software of the same type.

(2) Cedalo shall provide and maintain the Software in a condition suitable for the contractual use. The obligation to maintain does not include the adaptation of the Software to changed conditions of use and technical and functional developments, such as changes in the IT environment, in particular changes in the hardware or the operating system, adaptation to the functional scope of competing products, or establishing compatibility with new data formats.

(3) § 3 (8) and (9) of the Additional Terms and Conditions for the Purchase of Software shall apply.

(4) Liability without fault in accordance with § 536a of the German Civil Code (“Buergerliches Gesetzbuch” (BGB)) for defects existing at the time of conclusion of the contract is excluded.

§ 4 Duration (Subscription)

(1) Additional modules may be terminated with a notice period of three (3) months to the end of a billing period. A refund of payments made is excluded.

(2) In the event of an extraordinary termination, Cedalo is entitled to block access to the Software with immediate effect.

IV. Additional Conditions for Maintenance and Support

§ 1 Object of the Contract (Maintenance and Support)

(1) The object matter of the contract shall be support services for the elimination of errors in the software specified more detailed in the Offer. §1 (3) (a) and (b) of the Additional Conditions for Software Purchase shall apply accordingly.

(2) During the term of the contract, the Customer shall receive new versions of the Software free of charge. The version types are defined in Section 4 of the Support Policy (Annex 1).

(3) Unless otherwise agreed in writing in particular cases, the Customer shall not be entitled to the following services:

(a) The adaptation of the Software to versions or statuses in use by other users or distributed by Cedalo;

(b) The adaptation of the Software to a changed hardware or software environment including the adaptation to changed operating systems;

(c) The adaptation of the Software to legal or other sovereign requirements;

(d) The identification and elimination of errors caused by faulty AI configurations, prompts, or the integration of autonomous agents by the Customer into the Cedalo infrastructure.

This list is not exhaustive. It cannot be concluded from the lack of naming of services that these services are subject of Cedalo's contractual obligations. The rights of the Customer based on Cedalo's liability for defaults under this contract shall remain unaffected. Further exclusions from the support services are set out in Section 7 of the Support Policy (Annex 1).

(4) The duty to render the support services refers to the current version of Cedalo software products when the service is provided as well as the immediately preceding major version, which can also be a service release. Cedalo’s duty to provide support services for immediately preceding major version continues for a period of no more than 12 months after release of a newer version. After expiration of this 12 month period, Cedalo may refuse to provide support for such older version or, at Cedalo’s sole discretion, provide support for payment of the related additional efforts and expenses.

(5) Support is provided at the support level specified in the Offer (Standard Support or Priority Support). The scope of each support level is set out in the Support Policy (Annex 1).

§ 2 Troubleshooting

(1) The aim of error correction is to establish or maintain the functionality of the Software to the extent agreed in the contract for the provision of the Software. An error shall be deemed to exist if the Software does not exhibit its functionality in the system environment contractually intended for it, when used as intended, and if this has more than a minor effect.

(2) Support requests shall be submitted in accordance with the Support Policy (Annex 1), which governs the submission channel, the required content of a request, the priority levels, the applicable support hours and the response times. Cedalo shall use commercially reasonable efforts to comply with the response times set out therein.

(3) Upon receipt of a proper error report from the Customer, Cedalo undertakes to initiate measures to eliminate the error within the specified response times. Elimination of the error within the response time is not owed. Cedalo renders the services for error elimination in accordance with generally accepted business practice. Cedalo does not guarantee the elimination of the error at all or within a certain time. There is also no obligation under this Section IV to ensure a certain availability of the Software; availability commitments for cloud services are governed exclusively by Section V § 3.

(4) Cedalo may eliminate occurring errors, considering the priority level assigned in accordance with the Support Policy (Annex 1), at its own discretion by the following measures:

(a) provision of software on data carriers or online, which modifies and/or supplements the software specified in the preamble and which is to be installed by the Customer himself. This regularly includes the provision of software components ("patches") but may also include the provision of the complete software which requires a new installation,

(b) troubleshooting via remote access to the Customer's systems in which the Software itself can be modified or its settings can be changed,

(c) proposal to the Customer to bypass the error or to correct the error,

(d) and, if the aforementioned measures are not possible or do not promise success, on-site troubleshooting. On-site troubleshooting has to be ordered separately and will be charged in accordance with §3 (6).

§ 3 Duties of the User

(1) A prerequisite for the provision of the support services, in particular for error handling and elimination by Cedalo, is that the Customer uses the Software at the current status based on the services contractually provided by Cedalo i.e., in particular, installs patches or implements suggestions made by Cedalo for circumventing or eliminating the error.

(2) A further prerequisite for the performance of the Services is that the Customer does not operate the Software in a system environment other than the one relevant at the time of the conclusion of this Agreement without consultation with Cedalo.

(3) The Customer shall support Cedalo in every respect in the performance of the Services under this Agreement. In particular and in the interest of an efficient troubleshooting and error handling, the Customer shall immediately after conclusion of the contract appoint Authorized Contacts in accordance with Section 2 of the Support Policy (Annex 1) and shall name them to Cedalo.

(4) The Authorized Contacts shall bundle and coordinate messages and inquiries from the Customer. Before passing on the messages and inquiries, they will first check based on their own expertise how they can help the users concerned. If they are unable to solve the problems, they will forward the messages and requests to Cedalo through the channel set out in the Support Policy (Annex 1). They are entitled to give orders to Cedalo also for the provision of services not owed under this contract. Other employees of the Customer are not authorized to submit reports and inquiries to Cedalo.

(5) The Authorized Contacts shall also support Cedalo during the troubleshooting work, for example, by transmitting test cases and/or test data, providing error logs, screenshots, etc.

(6) Insofar as Cedalo is obliged to provide services for which performance Cedalo has to have access to the Customer's IT system by way of remote data transmission, the Customer shall provide the corresponding access to the Software via a communication network (e.g., internet). If it is not possible to eliminate the error by remote data transmission because such access was not ensured and, as a consequence, an on-site visit becomes necessary, Cedalo shall charge for such visit in accordance with the remuneration agreed in the Offer plus half the hourly rate for the travel time as well as travel costs and other expenses. Access by remote data transmission shall be made via a connection protected against unauthorized access by third parties.

§ 4 Warranty and Limitation of Liability (Maintenance and Support)

(1) For defects reported by the Customer to Cedalo during the term of this contract the provisions of § 2 of the Additional Conditions for Maintenance and Support shall apply. Furthermore, there shall be no claims for subsequent performance for defects during the term of the contract.

(2) If Cedalo provides the Customer with software within the scope of the error elimination, the Customer shall have the rights according to this § 4 and the supplementary applicable statutory provisions with regard to the software parts which cause a change and addition to the previously used Software.

(3) The above claims shall become statute-barred within 12 months except for cases of intent and fraudulent intent.

(4) Insofar as the Software provided is identical to the Software already in use, § 3 of the Additional Conditions for the Software Purchase shall apply.

(5) Insofar as Cedalo provides the Customer with Software for a limited period of time within the scope of the services to be rendered pursuant to this Section IV, any strict liability for defects already existing at the time of the conclusion of the contract shall be excluded.

§ 5 Duty to examine and give notice of defects

(1) The Customer shall inspect the deliverables including any modified or supplemented documentation immediately after delivery, in particular with regard to completeness and functionality of basic program functions.

(2) Cedalo must be notified immediately in writing of any defects discovered in this process. The notice of defects shall contain a description of the defects as detailed and concrete as possible.

(3) For defects which could not be detected within the scope of the previously described proper inspection, Cedalo must be notified in writing immediately after detection. This notice of defects must also contain as detailed and concrete as possible a description of the defects.

§ 6 Rights of Use (Maintenance and Support)

§ 2 (3) of the General Conditions applies to Software which Cedalo makes available to the Customer under this Section IV.

§ 7 Duration (Maintenance and Support)

In the event that Cedalo permanently discontinues the distribution of a product, Cedalo shall be entitled to partially terminate the contract with respect to this product with a notice period of three (3) months.

V. Additional Conditions for Cloud

§ 1 Object of the Contract (Cloud)

(1) The object of the contract is the temporary provision of the software specified in the Offer for the term of the agreement by way of remote access via the Internet. § 1 (2) and (3) of the Additional Conditions for Subscription apply accordingly.

(2) The router port facing the Internet of the data center used by Cedalo is the point of handover for the contractual services.

(3) The software, the computing power required for the use, and the needed storage space for data (RAM and HD) shall be made available by Cedalo or a sub-contractor engaged by it. The individual performance parameters shall be governed by the respective Offer.

(4) Cedalo will send the customer the login details required for the use of the software and authorization. The customer is not permitted to give the login details to third parties, unless the party is a user who was taken into consideration in the calculation of the fee. The customer shall be responsible for all activities that take place due to unauthorized use of the login details. In the case of such unauthorized use by third parties, Cedalo shall be notified without delay.

(5) The connection of the customer to the Internet is not part of the subject matter of this Agreement. The customer alone shall be responsible for the operability of his Internet connection, including the transmission routes and his own computer.

(6) The customer alone shall be responsible for the permissibility of the collection, processing, and use of the data entered by the customer within the scope of the use of the software.

(7) In particular, the following are not objects of the contract:

(a) the provision, operation and maintenance of the Customer's own IT environment required to access the Software, including end devices, browsers and the Customer's connection to the Internet; § 1 (5) remains unaffected;

(b) the source code of the Software;

(c) services of any other kind (e.g., configuration, integration, training courses, seminars, or support), unless the Customer agrees these separately in writing with Cedalo.

(8) The quality characteristics of the Software are conclusively stated in the Offer as well as in the price list for the respective version of the Software. Such information is to be understood as a description of performance but does not constitute a warranty. Any such expressly designated warranty requires a written declaration by the management of Cedalo to be effective.

§ 2 Obligations of the Customer

(1) The customer shall only use the software and the provided storage and computer space in accordance with these Conditions. The installation of further software is not permitted. The same applies to the storage of data not directly associated with the use of the contractual software.

(2) The customer shall observe the usual and accepted security standards. Among other things, this includes regular backups by the customer.

(3) The customer must protect all login details in order to prevent third-party access. Code words and passwords shall be changed prior to initial use and thereafter at regular intervals. Code words and passwords shall be changed without delay if it is suspected or there are indications that they have become known to third parties.

§ 3 Availability

(1) Unless expressly agreed otherwise between the parties, an availability of 99 percent is ensured on annual average.

(2) Failures and impairments in connection with the availability and/or provision during a normal maintenance window and/or during maintenance and support, installation, or implementation work coordinated with the customer as well as scheduled downtimes that have been coordinated with the customer or decommissioning during these times shall not be construed as non-availability times.

(3) Moreover, times during which the contractual service is not available or is only available to a limited extent due to technical or other circumstances outside the realm of influence of Cedalo (e.g. force majeure, malfunction in telecommunication lines, third-party faults) shall not be construed as non-availability times.

(4) Times of non-availability are also time periods during which Cedalo temporarily restricts the access to the contractual service due to

• an acute threat to the data, hardware, and/or software infrastructure or data, hardware, and/or software infrastructure of the customer due to external threats (e.g. viruses, port hacking, attacks via Trojans) or due to

• a significant threat to the security of the network operation or the network integrity.

(5) In the specified times of non-availability, Cedalo shall take the legitimate interests of the customer into consideration as far as possible. Cedalo shall without delay inform the customer of measures taken, as far as possible. Cedalo shall take all steps that can reasonably be expected in order to restore the availability.

(6) The customer shall without delay report any availability malfunctions to Cedalo. The availability will only be deemed impaired insofar as a malfunction is actually on hand. Impairment of the data transfer that originates from the customer's local IT system or malfunction of the customer's connection to the agreed point of handover (e.g. line failure or malfunction at other providers or telecommunication operators) does not represent a malfunction as defined above.

§ 4 Rights of Use (Cloud)

§ 2 (3) of the General Conditions applies. The right of use is limited in time to the duration of the agreement.

§ 5 Published Contents

(1) The Customer shall mark the contents he uploads to the Internet as his own or third-party contents and present his full name and address. Additional obligations may result from the provisions of the German Digital Services Act (Digitale-Dienste-Gesetz – DDG) and the German Telecommunications-Digital-Services-Data-Protection-Act (Telekommunikation-Digitale-Dienste-Datenschutz-Gesetz – TDDDG). The Customer assumes responsibility for checking and fulfilling these.

(2) The customer undertakes not to publish any contents that violate the rights of third parties or any applicable laws. Storage of extremist or immoral content is not permitted. Cedalo may block the customer's access in case that this rule is breached. The same shall apply in case the customer publishes contents that could offend third parties or insult or denigrate persons or groups of people. This shall apply even if no actual legal claim is on hand. Cedalo is under no obligation to review the contents of the customer.

(3) The customer is prohibited (a) from storing or transmitting contents that breach rights, that constitute slander, or that are otherwise unlawful and/or prohibited within the scope of the rights granted under these Conditions (b) from using provided services or systems for storing or transmitting malicious code or other malware, (c) from impairing or disrupting the integrity or performance of the provided services, (d) from gaining unauthorized access to the systems or networks associated with the provided services, and (e) from transmitting spam mail, mass mail, or other unsolicited mail in breach of applicable laws.

(4) In the event of non-compliance, or if an imminent threat to the integrity of the infrastructure of Cedalo or third parties arises from the contents or through the connection of autonomous systems (e.g., AI agents), Cedalo is entitled to block access with immediate effect.

§ 6 Warranty and Limitation of Liability (Cloud)

(1) § 3 of the Additional Conditions for Subscription shall apply.

§ 7 Duration (Cloud)

(2) § 4 of the Additional Conditions for Subscription shall apply.

VI. Additional Conditions for other Services

§ 1 Object of the Contract (Other Services)

(1) Cedalo offers the Customer further services in relation to the sale and rental of the Software, such as training, workshops, installation support, or development support. The respective object of the contract shall be defined by the Offer.

(2) The provision of services on the premises of the Customer requires a separate agreement and is also only possible if the Customer provides the technical equipment.

(3) Services under this Section VI are rendered on a time and materials basis. Unless expressly agreed otherwise in the Offer, Cedalo owes the careful performance of the agreed services in accordance with professional standards; a specific result is not owed.

§ 2 Prices and Terms of Payment (Other Services)

(1) The prices shall be based on the Offer or alternatively on the respective valid price list.

(2) Cedalo shall be reimbursed for expenses for board, lodging, and travel according to the rates agreed upon with the Customer. Travel on account of the Customer requires mutual agreement.

(3) All services are invoiced on the basis of the work actually done unless otherwise agreed in the Offer, contract, or framework agreement. Work comprises here: productive work, wait time that is not caused by Cedalo, and travel time.

(4) Otherwise, § 4 of the General Conditions shall apply.

§ 3 Dates, Delays in Performance, Force Majeure

(1) Cedalo undertakes to comply with agreed deadlines. If delays arise or can already be foreseen at Cedalo, Cedalo shall inform the Customer without delay about the extent and duration of the resulting or foreseeable delays.

(2) If Cedalo cannot provide the service on the agreed dates due to force majeure, illness, accident, or any other hindrance for which Cedalo is not responsible, Cedalo shall inform the Customer without delay. Cedalo and the Customer will settle the further procedure together. Claims for damages by the Customer are excluded in this case unless Cedalo has not informed the Customer immediately.

§ 4 Revocation

(1) The Customer may cancel the contract free of charge four weeks before the appointment.

(2) If it turns out after the expiry of this period that the Customer cannot keep the agreed appointment - regardless of the reason - the Customer shall endeavor to offer an alternative appointment in consultation with Cedalo.

(3) If the parties cannot agree on an alternative date, in the event of a cancellation

- less than four to two weeks before the agreed appointment 50%

- less than two weeks before the agreed date 75%

of the net fee plus VAT shall be paid by the Customer to Cedalo. With the aforementioned payments all claims of Cedalo are settled.

§ 5 Cancellation

(1) Except for the cancellation in § 4, there is no right to ordinary termination.

(2) The right to extraordinary termination for good cause remains unaffected.

Cedalo Support Policy

This Cedalo Support Policy is Annex 1 to the General Terms and Conditions of Business of Cedalo GmbH and forms an integral part of the contract. It outlines the support services provided. All terms used in this document, but not defined here, shall have the meanings assigned to them in the Agreement.

1. Definitions

Standard Support: Refers to Cedalo's Standard level of support offerings as specified within this policy.

Priority Support: Refers to Cedalo's priority level of support offerings as specified within this policy.

Support Services: The assistance provided to customers as per the terms outlined in this Support Policy and the applicable Quote.

Authorized Contact(s): The individual(s) appointed by the customer to communicate with Cedalo's support team, as defined in Section 2 of this policy.

Incident(s): Issues related to the Software that are covered under this Support Policy, as detailed in this policy.

Response Time: The timeframe within which Cedalo commits to respond to a customer's request for assistance (as outlined in Section 6).

Support Request: A formal request from a customer seeking assistance with an issue, as described in Section 2 & 3.

Resolution Time: The time taken to address and resolve a customer issue. Resolution times are not part of the Support Services owed; Section IV § 2 (3) of the Terms and Conditions of Business applies.

Support Hours: The times during which Cedalo provides support services, defined as either Standard Support Hours or Priority Support Hours.

Standard Support Hours: Monday to Friday, 9:00 AM to 5:00 PM CET/CEST, excluding public holidays at Cedalo's registered office (Freiburg im Breisgau, Baden-Württemberg, Germany).

Priority Support Hours: 24 hours a day, 7 days a week, for Priority 1 incidents only. All other priority levels are handled during Standard Support Hours.

Business Day: Monday through Friday in Germany, excluding public holidays at Cedalo's registered office.

2. Support Coverage

Duration: Cedalo will provide Support Services throughout the term of the maintenance and support contract.

Support Level: The support level applicable to the Customer (Standard Support or Priority Support) is specified in the Offer.

Appointment of Authorized Contact(s): To receive support, the customer must:

- Designate at least one Authorized Contact who has in-depth knowledge of the Software at administrator level.
- Provide Cedalo with the names and contact details of these individuals via email to support@cedalo.com. The Customer shall notify Cedalo without undue delay of any change to the Authorized Contact(s).

Scope of Support Services: The support covers the subscribed product and certified plugins, including:

- Submission of support requests by Authorized Contact(s) via the channel set out in Section 3.
- Up to two Authorized Contact(s) per customer for Standard Support and up to four for Priority Support.
- Standard Support: support portal during Standard Support Hours.
- Priority Support: support portal, plus 24/7 telephone escalation for Priority 1 incidents.
- Unlimited number of issues.
- Response times as set out in Section 6.

3. Submitting Support Requests

3.1 Standard Procedure

Method of Submission: Customers must submit all requests via the support portal to Cedalo. Requests can be submitted online 24/7; however, responses are provided during the applicable Support Hours.

Customer Responsibility: Customers are expected to attempt reasonable fixes before submitting a support request.

Covered Software: Customers must ensure that the software related to the incident is covered under Standard Support or Priority Support services.

Priority Assignment: Customers may suggest a priority level for each request. Cedalo reserves the right to modify this priority if necessary and will inform the customer of such changes. Customers have the right to appeal a reclassification via the support portal, providing evidence that the reclassification is not in accordance with the priority level definitions in Section 5.

Customer Cooperation: Customers must provide necessary diagnostic and technical details to aid in resolving their request. Customers must grant Cedalo access to relevant logs or environments if required to analyze the incident.

Acknowledgment and New Feature Requests: Cedalo may respond to a support request by confirming receipt of the request. The customer acknowledges and agrees that Cedalo might not be able to address or resolve every support request. If Cedalo categorizes a support request as a “New Feature” request, it will document the request for potential consideration in future updates or releases of the software. In such cases, the request will be considered closed. Cedalo is not obligated to respond to or implement feature requests.

Handling Personal Data: Cedalo does not require personal data to resolve support issues, other than the contact details of the Authorized Contact(s). Customers must remove or anonymize personal data before submitting logs, screenshots or other material. Section I § 6 (2) of the Terms and Conditions of Business applies to any personal data nevertheless transmitted.

Information required: When submitting a request, the Customer should provide as much context as possible:

- Short issue summary (what's not working / where they see the problem)
- What have they already tried (any troubleshooting steps already attempted)
- Relevant log files (Mosquitto/Cedalo logs, system logs if relevant)
- Precise timestamp of when the issue occurred
- Configuration info (especially if it was changed recently)
- System environment details (Cloud vs. on-prem, version numbers, etc.)
-

3.2 Emergency Procedure for Priority 1 Incidents (Priority Support Only)

If a Priority 1 Incident is reported outside of Standard Support Hours, the Customer must follow the outlined procedure to receive Support Services during Priority Support Hours:

1. Submit a Support Request through the Support Portal, including all relevant technical and diagnostic details.
2. Once the ticket is created, the Customer's Authorized Contact(s) must call Cedalo at the provided phone number and provide the name, email, and phone number of the responsible Authorized Contact(s).
3. The ticket will then be assigned to a support agent, who will reach out to the Customer as necessary via phone or email.

4. Platform Version Types

Major Version: Significant updates to the Cedalo Platform, indicated by the first number in the versioning (e.g., Cedalo 3.x.x). May introduce new features, alter existing functionality or contain breaking changes.

Feature Version (Minor Version): Smaller enhancements or bug fixes, indicated by the second number (e.g., Cedalo x.2.x).

Long-Term Support (LTS) Version: Versions focused on stability and performance.

Maintenance Version (Patch Version): Updates addressing specific issues, indicated by the third number in the versioning (e.g., Cedalo x.x.1).

Hotfix Version: Temporary fix for a critical issue requested by a customer, released ahead of a full update.

The Customer's entitlement to new versions and the supported version range are governed by Section IV § 1 of the Terms and Conditions of Business.

5. Priority Levels

P1 (High): Refers to an incident that completely prevents the Customer from using the Software or severely impacts a core function of the Software or the Customer's environment, resulting in software downtime. The Customer is unaware of any available workaround.

P2 (Medium): Refers to an incident that affects non-core functions of the Software, meaning it does not result in performance or functionality issues for the entirety of the Customer's environment or Software performance. This is the highest priority for non-production systems.

P3 (Low): Refers to minor errors that do not affect the core functionality of the Software. These errors have a negligible impact on the Customer's ability to use the Software, which remains largely operational. This priority level may include Software issues for which a viable workaround is available.

P4 (Information Request): Minor documentation or enhancement requests with no impact on Software functionality.

6. Response Times

Cedalo will use commercially reasonable efforts to respond to customer support requests within the times specified below. Response times start only once the Customer has submitted a support request in accordance with Section 3.

Priority Level	Standard Support	Priority Support (24/7 for P1)
Priority 1	1 Business Day	Less than 4 Hours
Priority 2	2 Business Days	1 Business Day
Priority 3	5 Business Days	2 Business Days
Priority 4	10 Business Days	5 Business Days

Response Time clocks are paused while Cedalo is waiting for required feedback, documentation, or access from the Customer.

A response time is the period within which Cedalo initiates measures. Resolution within the response time is not owed; Section IV § 2 (3) of the Terms and Conditions of Business applies.

7. Support Service Exclusions

The following are not covered by Cedalo's support services:

- Onboarding and Setup of Cedalo Software.
- Instruction and training of the Software users.
- Support and maintenance of the system environment, including, but not limited to, mobile devices and third-party applications used by the Customer in relation to the Software.
- Support requests submitted while the Customer has not paid all fees due to Cedalo.
- Assistance with data recovery in cases of data loss, except when explicitly covered by the support contract.
- Identification of errors resulting from force majeure, faulty hardware, environmental factors, or issues caused by the Customer, its affiliates, or third parties. This includes but is not limited to, errors due to incorrect or incomplete system or data entries or modifications to the program code made by the Customer's employees, contractors, or affiliates.
- Architectural (IT) guidance or consulting.
- Consulting on how to integrate Cedalo into a specific use case.
- Security audits, penetration tests, or compliance certifications of the Customer's environment.
- Support of third-party tools, systems, or platforms not explicitly certified or supported by Cedalo.
- Resolving issues caused by the Customer's network or internet connectivity, including latency, bandwidth, or configuration problems.
- Providing real-time monitoring or proactive performance tracking of the Customer's environment unless specified in a separate agreement.
- Support requests requiring communication in languages, or services in regions, not officially supported or covered by the agreement. Support is provided in German and English; 24/7 Priority Support is provided in English only.
- Further exclusions from the scope of the maintenance and support services are set out in Section IV § 1 (3) of the Terms and Conditions of Business.