

1. General

- 1.1 The SaaS contract is concluded when:
- i) Seatti and the Client have signed a SaaS contract;
 - ii) Seatti has accepted the order or the order has confirmed an offer of the Customer ("Order") by a written order confirmation in text form ("Order Confirmation");
 - iii) the Client has accepted an offer from Seatti unconditionally and without modification; or
 - iv) Seatti has commenced execution of the order.
- 1.2 Seatti shall not recognize any conflicting, deviating or supplementary contractual terms and conditions of the Client unless Seatti has expressly acknowledged them in text form in individual cases by authorized managing directors and/or authorized signatories instead of the present contractual terms and conditions.
- 1.3 These Seatti Terms and Conditions shall also apply in the event that Seatti performs its services without reservation despite being aware of conflicting, deviating or supplementary contractual terms and conditions of the Client.
- 1.4 Deviations from these contractual terms and conditions are only effective if the respective clause in the SaaS contract expressly refers to the clause in these contractual terms and conditions from which the deviation is made.
- 1.5 Unless expressly stated otherwise in the respective offer, Seatti's offers are subject to change and non-binding.
- 1.6 Seatti is entitled to use third parties to fulfill its obligations under the SaaS Agreement. Seatti shall carefully select the subcontractors and check that they can comply with the agreements made between the Client and Seatti before commissioning them. Even in the event of subcontracting, Seatti shall remain solely responsible for the fulfillment of its contractual obligations to the Client.
- 1.7 Seatti shall decide at its own discretion whether to deploy and replace its own employees in the course of fulfilling its obligations under the SaaS Agreement. If the services are provided at the Client's premises, Seatti alone shall be authorized to issue instructions to its deployed employees. Seatti's employees shall not be integrated into the Client's operations.
- 1.8 Set-off rights against Seatti are excluded. This shall not apply to claims against Seatti that are undisputed, have been legally established or have been recognized by Seatti.
- 1.9 Rights of retention or other rights to refuse performance may only be asserted against Seatti to the extent that they are based on claims of the Client that are undisputed, legally established or ready for decision.
- 1.10 The assignment and/or transfer of rights and/or obligations under the SaaS Contract by the Client requires the prior written consent of Seatti in text form.
- 1.11 Seatti is entitled to assign payment claims against the Client to third parties even without the Client's consent.
- ## 2 Object
- 2.1 The subject matter of a SaaS contract based on these terms and conditions (hereinafter referred to as "SaaS contract") is the provision of the software described conclusively in the service description and in the user documentation (hereinafter referred to as "contractual software") for use via the Internet. The client thus receives the technical possibility and authorization to access the contract software, which is hosted on a central server, via the Internet and to use the functionalities of the contract software within the scope of this contract.
- 2.2 The transfer point for Seatti's contractual services is the router output of the data center used by Seatti. The connection of the Client to the Internet, the maintenance of the network connection and the procurement and provision of the hardware and software required by the Client are not the subject of this contract.
- 2.3 The contractual software is generally available from Monday to Friday (with the exception of German national public holidays) from 06:00 to 23:00 Central European Time ("operating hours"). The average availability during operating hours is 99% on a monthly average. During the remaining times ("maintenance times"), the contractual software may nevertheless be available, possibly with interruptions and restrictions; however, there is no entitlement to use. If maintenance work becomes necessary during the Operating Hours and the Contract Software is therefore not available, Seatti shall inform the Customer immediately.
- 2.4 Upon request, Seatti shall provide the Client with German-language user documentation in electronic form only. This documentation contains further information and provisions on the use of the contractual software. If Seatti additionally provides foreign-language software applications produced by third parties and no German version of the user documentation is generally available from the third-party manufacturer, Seatti may also provide the user documentation in English.
- 2.5 Seatti shall provide the Client with the storage space described in the service description and shall be responsible for backing up the transmitted data. Seatti shall use virus scanners and firewalls to prevent or stop unauthorized access to the Client's data and the transmission of harmful data, in particular viruses, insofar as this is possible with reasonable economic and technical effort. However, the

client is aware that complete protection against harmful data is not possible. If a threat cannot be eliminated in any other technically and economically reasonable and promising manner, Seatti is entitled to delete the Client's data with harmful content. Seatti shall inform the customer of this.

- 2.6 The client shall be solely responsible for compliance with retention periods under commercial and tax law.
- 2.7 If the Client transmits data - in whatever form - to Seatti, the Client shall make backup copies of this data on its own data carriers. Seatti shall regularly back up its servers and protect them against unauthorized access with reasonable technical and economic effort. In the event that data is nevertheless lost, the Client shall transfer the relevant data to Seatti's server again free of charge.
- 2.8 Unless expressly agreed otherwise in text form, Seatti shall not be obliged to provide any further services; in particular, Seatti shall not be obliged to provide installation, setup, consulting, customization and/or training services or to create and provide individual programming or additional programs.

3 Rights of use

- 3.1 For the term of this Agreement, Seatti grants the Customer the paid, non-exclusive, non-transferable, non-sublicensable right to use the Contract Software on the system in Seatti's data center. The Contract Software shall not be transferred to the Client. If Seatti provides new versions, updates or upgrades of the Contract Software during the term of this Agreement, the aforementioned right of use shall apply to these in the same way. However, Seatti is not obligated to provide new versions, upgrades or updates unless this is absolutely necessary to remedy defects or has been agreed otherwise elsewhere.
- 3.2 Beyond the purposes of the SaaS contract, the client is not entitled to use, reproduce, download or make available to third parties outside the agreed user group the contractual software or data other than its own.

4 Obligations of the client

- 4.1 The Client shall fulfill all obligations necessary for the performance and execution of the SaaS Agreement in a timely, complete and technically correct manner, in particular the Client shall grant Seatti timely access to the Client's systems and data if and to the extent necessary to provide the Services under the SaaS Agreement.
- 4.2 The Client shall be solely responsible for ensuring that the Users have an Internet connection and suitable software and hardware equipment and configuration in accordance with the provisions of the System Requirements, which Seatti shall provide at the Client's request. The operation and maintenance of these technical requirements is the sole responsibility of the Client.
- 4.3 If the Client does not fulfill its obligations to cooperate, does not fulfill them in a timely manner or does not fulfill them properly, and Seatti is therefore prevented from providing the Services, Seatti shall be released from its obligation to perform until the Client properly fulfills its obligations to cooperate. Seatti is entitled to invoice the Client for the additional expenses incurred by the Client in this regard. Seatti expressly reserves the right to assert further claims.
- 4.4 The Client shall protect the user and access authorization assigned to it or the users as well as identification and authentication safeguards against access by unauthorized third parties and shall not pass them on to unauthorized users. As soon as the Client has indications that the usage and access authorizations have been obtained unlawfully by a third party or could be misused, the Client shall be obliged to inform Seatti of this immediately in text form.
- 4.5 The Customer shall not misuse the Contract Software or allow it to be misused in any way, and in particular shall not transmit any content with illegal content. The customer shall also refrain from any attempt to retrieve information or data without authorization, either itself or through unauthorized third parties, or to interfere with programs operated by Seatti or have them interfere with programs operated by Seatti, or to penetrate Seatti's data networks without authorization.

- 4.6 In all other respects, the Client is obliged to provide all relevant cooperation without undue delay and free of charge, in particular if Seatti requests it to do so and the necessary measures do not exceed a reasonable effort.

5 Remuneration

- 5.1 The remuneration for the use of the contractual software and all other services is regulated in the SaaS contract. It consists of an annual lump sum depending on the number of active users. An active user is any user who has logged into the contract software at least once during the term of the contract.
- 5.2 In the event of an increase in the number of active users to a larger package, the annual price will be adjusted as of the following contract month and the price will be adjusted in relation to the remaining term. This adjustment takes place automatically and without a separate agreement. If the client increases the number of users from up to 1,000 to up to 2,000 users in the fifth month after the start of the project, 4/12 of the price of the package for 1,000 users will be added to 8/12 of the price of the package for 2,000 users. The difference to the price already paid will be invoiced immediately.
- 5.3 If Seatti provides additional services not expressly mentioned in this Agreement, Seatti shall be entitled - unless expressly agreed otherwise in text form - to invoice the Client for these services at a daily rate of EUR 1,000.
- 5.4 The current remuneration is due annually in advance on the 1st of each

	year of use.		representatives or executives.
5.5	Other services are due after the service has been provided and the invoice has been received by the Client. Seatti shall send the invoices to the Client by e-mail.	8.2	For damages caused by gross negligence on the part of other vicarious agents, liability shall be limited to such damages as must typically be expected in the context of the provision of the contractually agreed services.
5.6	Seatti shall send invoices to the Client by e-mail. The Client undertakes to provide an e-mail address for the receipt of invoices no later than the start date of the contract specified in the SaaS Contract. The Client also undertakes to inform Seatti of any changes to the recipient e-mail address without being requested to do so.	8.3	Seatti shall only be liable for damages caused by Seatti, its legal representatives, executives or other vicarious agents neither intentionally nor through gross negligence if Seatti culpably breaches an obligation the fulfillment of which is of particular importance for achieving the purpose of the contract (cardinal obligation). In the event of a breach of a cardinal obligation, the limitation of liability pursuant to Section 8.2 of this liability provision shall apply.
5.7	Unless expressly agreed otherwise in writing in text form, payments are due without any deductions within 30 calendar days of the invoice date.	8.4	Liability for data loss caused by Seatti, its legal representatives, executives or other vicarious agents neither intentionally nor through gross negligence shall be limited to the typical recovery costs that would have been incurred even if data had been backed up regularly and in accordance with the risks involved. This shall not apply to data for the backup of which Seatti is solely responsible according to the SaaS contract.
5.8	All prices are quoted net in EURO. If applicable, the Customer is obliged to pay the applicable statutory value added tax. Other taxes and duties, such as withholding tax or import duties, which are levied on Seatti's services or goods, shall be borne by the Customer. If Seatti is held liable for such taxes and duties, the Customer shall indemnify Seatti against such claims.	8.5	Seatti is entitled to set maximum liability limits in the SaaS Contract for damages pursuant to Sections 8.2, 8.3 and 8.4 of these Terms and Conditions.
5.9	If the Client fails to pay by the due date, it shall be in default without further reminder. In such a case, Seatti shall be entitled to charge the Client interest on arrears at a rate of 9 percentage points above the applicable base interest rate of the Deutsche Bundesbank per year.	8.6	Seatti does not assume any guarantee or procurement risk, unless Seatti has expressly assumed a guarantee and/or procurement risk designated as such in writing in an individual case.
5.10	If the delay in payment lasts longer than three months or if the Client is in arrears with at least two consecutive payments, Seatti shall be entitled to terminate the SaaS Contract without notice and/or withdraw from it. Further claims of Seatti shall remain unaffected.	8.7	Any liability of Seatti for damages resulting from injury to life, limb or health, from the assumption of a guarantee or a procurement risk and under the Product Liability Act shall remain unaffected.
6	Adjustment of prices	8.8	To the extent that Seatti's liability is excluded or limited pursuant to the foregoing Sections 8.1 - 8.7, this shall also apply in favor of Seatti's employees in the event of direct claims against Seatti's employees by Customer.
6.1	Unless otherwise expressly agreed in writing in text form in the SaaS Contract, Seatti shall be entitled to increase the prices at the beginning of each contractual year by an additional percentage point above the inflation rate published by the Federal Statistical Office, without the Client's consent being required.	9	Third party property rights
6.2	In addition, unless otherwise expressly agreed in text form in the SaaS Agreement, Seatti shall be entitled to adjust the prices at its reasonable discretion in line with the development of the costs that are relevant for the price calculation. A price increase shall be considered and a price reduction shall be made if, for example, costs for, but not limited to, personnel, license and other external costs increase or decrease. Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any decreases in costs in other areas. In the event of cost reductions, prices must be reduced unless these cost reductions are fully or partially offset by increases in other areas. When exercising reasonable discretion, the respective points in time of a price change must be selected in such a way that cost reductions are not taken into account according to more unfavorable standards for the client than cost increases, i.e. cost reductions have at least the same price effect as cost increases.	9.1	If the contractual use of the Contractual Software is impaired by third-party intellectual property rights, Seatti shall have the right, to the extent reasonable for the Customer, either to modify the Contractual Software in such a way that it falls outside the scope of the intellectual property rights, but nevertheless complies with the contractual provisions, or to obtain the authorization to use the Contractual Software in accordance with the contract without restriction and at no additional cost to the Customer.
6.3	The fee change shall take effect two months after the end of the month in which the client was notified of the change in writing.	9.2	Seatti shall indemnify the Client against all third-party claims arising from or in connection with an infringement of third-party rights and intellectual property rights by or in connection with the contractual use of the Contract Software by the Client.
7	Liability for defects	9.3	The parties shall notify each other immediately in writing in text form if third parties assert claims against them for infringement of rights or property rights.
7.1	The nature of Seatti's performance is exclusively and conclusively determined by the SaaS Contract. The information contained in the SaaS Contract does not constitute a guarantee.	10	Force majeure
7.2	Seatti does not assume any guarantee of quality, durability or any other guarantee, unless Seatti has made a written commitment in text form designated as a guarantee in an individual case.	10.1	If Seatti is temporarily prevented from providing the Services due to force majeure, acts of government - regardless of whether these affect the territory of the Federal Republic of Germany or territories from which, in which and/or through which Seatti's own supply or the provision of the Services to the Customer takes place Seatti shall be entitled to make up the performance at a later date if Seatti is temporarily prevented from providing the service to the Customer due to disasters, epidemics, pandemics, war, riots or strikes in its own plants, delivery facilities, suppliers or in the area of means of transportation and is therefore unable to meet the agreed performance dates.
7.3	The Client shall immediately notify Seatti in text form of any defects in the contractual services, stating how and under what circumstances the error or defect occurred, and shall actively support Seatti in troubleshooting.	10.2	The agreed performance period shall be extended appropriately as a result of the events described in sentence 1. In this respect, the Client shall not be entitled to any claims for non-performance or late performance. Seatti shall inform the Client of the occurrence of such events immediately in text form.
7.4	In the event of a minor reduction in the value and/or suitability of the Service, the Customer shall have no claims for defects. The same shall apply to defects that are attributable to external influences, operating errors or to modifications - including to the process environment -, additions, installations or removals, attempted repairs or other manipulations not carried out by Seatti and not authorized by Seatti.	11	Secrecy
7.5	In the event of a timely and justified notice of defects, Seatti shall remedy the defect. Seatti is entitled to make at least three attempts at subsequent performance.	11.1	The parties undertake to maintain strict confidentiality with regard to all information that they receive from the other party in writing, in text form, verbally or in any other form in connection with the SaaS Contract, in particular, but not limited to, documents, drafts, plans, data, know-how and any other form of business secrets. This applies to all information that has already been and will be disclosed under this contract.
7.6	In all other respects, the Client shall be entitled to the other statutory rights subject to the provisions of Section 7.7 below.	11.2	Confidential information within the meaning of these contractual terms and conditions includes business secrets within the meaning of § 2 No. 1 GeschGehG protected information.
7.7	The general limitations of liability pursuant to Section 8 shall apply to claims for damages.	11.3	The parties shall use this information solely for the purpose of fulfilling their obligations under the SaaS Agreement. The parties are obliged to impose appropriate confidentiality obligations on their employees and other persons involved in the fulfillment of these obligations.
7.8	The Customer is obliged to provide Seatti with the necessary support free of charge within the scope of the defect rectification work.	11.4	The confidentiality obligation shall not apply if the party obliged to maintain confidentiality proves that
7.9	If Seatti provides troubleshooting services without being obligated to do so, Seatti shall be entitled to invoice the expenses incurred in this respect. This applies in particular if a reported material defect cannot be proven or cannot be attributed to Seatti. In particular, Seatti shall also be reimbursed for any additional expenses incurred by Seatti in remedying defects due to the Customer's failure to properly fulfill its obligations to cooperate or improper use of the Software.	11.4.1	it was already aware of certain information before concluding the corresponding contract;
8	Liability	11.4.2	it has received this information from another authorized third party;
8.1	Subject to the provisions in Sections 8.2 - 8.8 below, Seatti shall only be liable, irrespective of the legal grounds, for damages caused by willful misconduct or gross negligence on the part of Seatti, its legal	11.4.3	the information was generally accessible without the party obliged to maintain confidentiality being responsible for this general accessibility;

- 11.4.4 it has developed the information itself independently of the contractual relationship existing between the parties;
- 11.4.5 the disclosing party waives the protection in writing in text form;
- 11.4.6 or it was obliged to disclose it by official order or legal obligation.
- 11.5 If documents are sent electronically, Seatti points out that this form of transmission is not secure and confidentiality cannot be guaranteed.
- 11.6 The receiving party shall protect and safeguard the confidential information with the necessary care, at least with the care with which it protects its own comparable information. Information shall be stored and secured in such a way that misuse and unauthorized access are excluded.
- 11.7 The receiving party shall inform the disclosing party immediately and in writing in text form if it has knowledge or suspicion of an imminent or actual breach of the confidentiality interests of the disclosing party. The confidentiality interests of the disclosing party are protected vis-à-vis anyone.
- 12 Data protection**
- If and to the extent that Seatti processes personal data of the Client and/or third parties on behalf of the Client in the context of the provision of services under the SaaS Contract, the provisions set out in the supplementary provisions on commissioned data processing to these Terms and Conditions shall apply.
- 13 Contract term & termination**
- 13.1 The term of the SaaS contract begins on the date defined in the SaaS contract. The term is unlimited.
- 13.2 Either party may terminate the SaaS contract by giving 6 months' notice to the end of the contract year in text form. Refunds of fees already invoiced or paid are not possible.
- 13.3 The right to terminate for good cause remains unaffected. Good cause for termination exists in particular if:
- 13.3.1 a party breaches material obligations or repeatedly breaches non-material obligations under the contract and does not remedy the breach within a reasonable period of time even after being requested to do so in text form by the other party, or
- 13.3.2 insolvency proceedings have been opened against the assets of the other party or the opening of such proceedings is imminent.
- 14 Miscellaneous**
- 14.1 During the term of the contract, both contracting parties may publicly list the other contracting party as a reference, for example on their website.
- 14.2 Unless expressly stipulated otherwise in these contractual terms and conditions, all declarations and notifications within the scope of the contractual relationship and the business relationship with the client must be made in writing (including by e-mail) or in electronic text form.
- 14.3 Amendments and supplements to these contractual terms and conditions and the SaaS contract must be made in writing in text form. This also applies to any amendment to this written form clause.
- 14.4 German law shall apply exclusively between the parties. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) are excluded.
- 14.5 The exclusive place of jurisdiction for all claims arising from and in connection with the SaaS contract, including its conclusion, and for all types of proceedings is Munich (Munich Regional Court I).
- 14.6 Should a provision of these contractual terms and conditions and/or the SaaS contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. It is the express wish of the parties to maintain the validity of the remaining provisions of the contract in any case and thus to exclude the applicability of Section 139 BGB as a whole. The parties undertake to replace an invalid provision with a provision that is legally permissible and comes closest to the content of the invalid provision and most closely corresponds to the parties' well-understood economic interests in the invalid provision. The same applies to any loopholes.
- 14.7 These Terms and Conditions are provided in both German and English. In the event of any discrepancies or contradictions between the German and English versions, the German version shall prevail. The English translation is provided for convenience only and has no legal effect.