

General Terms & Conditions

TWAICE Technologies GmbH | Version September 2025

Part A: General Terms and Conditions

1. Application, Subject Matter

- 1.1. These general terms and conditions (hereinafter referred to as "TCs") govern the legal relationship between TWAICE Technologies GmbH, Joseph-Dollinger-Bogen 26, 80807 Munich ("TWAICE") and the customer. These TCs shall apply exclusively; deviating customer terms shall not apply except if TWAICE has expressly confirmed their application in writing.
- 1.2. These TCs shall also govern all future transactions between the parties unless explicitly agreed otherwise.
- 1.3. The services to be provided by TWAICE (the "Services") are set out in the quotation which has been agreed between the Parties (the "Quotation"). The Quotation has precedence over the terms of these TCs. Special terms for specific Services provided by TWAICE may apply in addition (and with precedence) to these TCs if the customer orders such Services and provided that reference is made to such special terms in the Quotation.
- 1.4. The Quotation signed and submitted by the customer to TWAICE shall constitute a binding offer to enter into an agreement with TWAICE on the provision of the Services identified in the Quotation. TWAICE can accept such offer (and thereby establish a binding contract) by countersigning the Quotation or providing the customer with a corresponding order confirmation.
- 1.5. Where TWAICE provides the Customer with access to or shares data generated by connected products or related services, the Annex "Data Access and Sharing Terms (Data Act B2B Compliance)" ("Data Sharing Annex") shall apply in addition to these T&Cs. The Data Sharing Annex forms an integral and binding part of these T&Cs and is incorporated herein by reference, and is available for review at: [Data Sharing Annex](#). By accepting a Quotation or using any TWAICE products or services, the Customer agrees to be bound by the Data Sharing Annex without the need for a separate signature. In the event of a conflict between the Data Sharing Annex and these T&Cs, the provisions of the Data Sharing Annex shall prevail with respect to data access, use, and sharing.

2. Provision of Services and License

- 2.1. TWAICE will provide the Services as specified in the Quotation partly with reference to Product Data Sheets. TWAICE shall be entitled to determine the manner and means of performing and providing the Services at its own reasonable discretion provided that the Services meet the requirements set out in the Quotation and the Product Data Sheet. Unless specifically agreed otherwise in the Quotation, the statutory terms for works contracts shall not apply to the Services and they shall not be subject to an acceptance procedure.
- 2.2. Unless agreed otherwise in the Quotation, TWAICE Services are standard services which TWAICE makes available to numerous customers. TWAICE may from time to time improve, modify, extend and enhance the Services (while retaining their core functions as specified in the Quotation or the Product Data Sheet). In that case, TWAICE will update the Product Data Sheet accordingly and will inform the Customer of such changes by providing appropriate release notes through the TWAICE Analytics Platform.
- 2.3. Where TWAICE as part of its Services makes software, data bases, concepts, documents, presentations, prototypes or other work results developed or provided by TWAICE or its subcontractors ("TWAICE Materials") available to the customer, TWAICE grants the customer (subject to the full payment of the Service Charges) a non-exclusive, non-sublicensable, non-transferable, revocable and limited right to use such TWAICE Material strictly for the purpose of using the relevant TWAICE Service and for the term set out in Section 9.
- 2.4. Any other rights of the customer in TWAICE Materials are excluded. Nothing in these TCs shall limit or exclude TWAICE's right to use the TWAICE Materials or other materials developed, used or provided by TWAICE under these TCs for its own business purposes or for other customers.
- 2.5. In the provision of the Services (and without prejudice to sub-section 2.1 above), TWAICE may use open source software components which may be subject to specific open sources license terms. If legally required, TWAICE makes such license terms available at: <https://twaice.com/open-source-licenses/>.
- 2.6. Dates and time periods set out in the Quotation or communicated otherwise by TWAICE are non-binding estimates unless it is expressly stated in the Quotation (or otherwise in text form) that they are binding.
- 2.7. TWAICE may temporarily suspend the customer's access to the Services if and in so far as TWAICE reasonably considers such suspension to be required to stop or reduce a material risk to the TWAICE platforms or systems (the "TWAICE Systems") or any customer systems or data. TWAICE will inform the customer of such suspension without undue delay and will release it as soon as the risk does no longer apply.

3. Customer Cooperation Obligations

- 3.1. The customer shall reasonably support TWAICE in the provision of the Services as further set out in the Product Data Sheet. In addition, the customer shall provide TWAICE with access to customer's information, data, systems, personnel and premises as reasonably required by TWAICE for the provision of the Services. The customer shall make decisions and issue declarations relating to the Services within a reasonable time period after receipt of a corresponding request by TWAICE.
- 3.2. The customer shall ensure that data and other information it transmits to TWAICE (e.g. by uploading it in the TWAICE Systems) complies with the applicable laws and in particular does not infringe third party intellectual property rights or data privacy rights.
- 3.3. Where to use the Services the customer needs to connect to TWAICE Systems or platforms the customer is responsible for establishing and maintaining the data connection between the interface of the relevant TWAICE Systems to the internet and the customer's Systems.
- 3.4. The customer shall appoint an experienced employee as its project lead who shall coordinate and supervise all customer activities related to the Service.
- 3.5. If the customer fails to perform the activities for which it is responsible, then the obligations of TWAICE which cannot be rendered without such activity or only by incurring disproportionate additional expenses shall be suspended for the duration of such default. Additional expenses caused thereby shall be reimbursed by the customer to TWAICE on a time & material basis applying the rates set out in the Quotation.

4. Service Charges, Terms of Payment

- 4.1. The customer shall pay the fees for the Services as set out in the Quotation ("Service Charges"). All amounts stated in the Quotation are exclusive of applicable VAT which the customer shall pay in addition to the Service Charges.

- 4.2. TWAICE will invoice based on the specifications in the quotation.
- 4.3. Expenses and disbursements shall be invoiced additionally in accordance with the principles set out in the Quotation. Where Service Charges are invoiced on a time & material basis, TWAICE will charge units of 15 minutes; travel time shall be chargeable as working time.
- 4.4. Unless otherwise agreed in the Quotation, invoices are due for payment within 30 days of receipt by the customer.
- 4.5. TWAICE is entitled to adjust its prices by providing the customer with written notice at least six (6) weeks before the adjustment takes effect. A price adjustment is considered reasonable if, for example, it is based on increases in relevant cost factors such as labor costs, material prices, energy costs, or as a result of general inflation (e.g., as indicated by the Consumer Price Index published by the German Federal Statistical Office), or if required due to changes in legal or regulatory requirements. When making such adjustments, TWAICE will take into account both its own cost developments and the legitimate interests of the customer, ensuring that any increase is proportionate and justified.
In the event of a price increase—unless such increase is solely due to a change in value-added tax—or in the case of any other amendment that is to the customer's disadvantage, the customer shall have a special right of termination, effective as of the date the amendment takes effect. TWAICE will inform the customer of this special right of termination in the notice of amendment, as well as the fact that the amendment will become effective if the customer does not exercise the special right of termination within the specified period.

5. Defects

- 5.1. Services provided by TWAICE will essentially comply with the applicable Services description in the Quotation and the Product Data Sheet. Insignificant deviations from such descriptions shall not constitute a defect. TWAICE does not warrant that the Services will in all aspects comply with general market standards; public statements, announcements, or advertisements by TWAICE or that they are fit for the purpose intended by the customer.
- 5.2. Without prejudice to any applicable statutory inspection and notification obligations, the customer shall notify TWAICE (in writing or text form) of any defects it has detected in the Services without undue delay and shall provide a comprehensive description of the defect and the applicable circumstances.
- 5.3. In case of defects in the Services TWAICE will in its sole discretion either remedy/correct the defect (if reasonable) or provide the affected Service (or part of the Service) again without defects and at no charge to the customer. If an attempted remedy has failed for the third time, the customer is entitled to reduce the Service Charge for the affected Service appropriately. The customer's right to claim damages in accordance with statutory law (and subject to the limitations in 6 below) shall remain unaffected. The customer's right to terminate the Services due to a defect shall only apply in the cases further set out in Section 9.2. The options set out in this Section 5 5.3 shall be the customer's exclusive remedies in the event of a defect.
- 5.4. The customer's rights due to defects are excluded if the customer has modified the Services or has not used the Services in accordance with the requirements set out in the Product Data Sheet or otherwise agreed between the Parties, except if the customer proves that the defect was not caused by such modification or non-compliance. TWAICE may charge the customer at the agreed rates for efforts and expenses incurred by TWAICE for the investigation or elimination of defects which were caused by the customer or its delegates.
- 5.5. The limitation period for claims based on defects shall be 12 months from the occurrence of the defect, or (if the Service is subject to an acceptance) from acceptance.
- 5.6. Where in the Product Data Sheet specific Services, modules or functionalities are identified as "Beta" or a "Beta Version", these are not yet fully developed and/or tested. All information on such beta modules or functionalities is non-binding and only reflects the then current development status. TWAICE does not commit that, or in which format, such modules or functionalities will remain or become part of the commercial standard version of the Services. Beta modules or functionalities are made available only for the purpose of providing the customer with an opportunity to test them and provide feedback. They are provided strictly "as is" and with no warranty or liability of TWAICE (except for willful misconduct).

6. Limitation of Liability

- 6.1. TWAICE shall be liable without limitation in accordance with the statutory provisions for damages resulting from injury to life, limb or health as well as for intent, gross negligence, within the scope of a guarantee assumed by TWAICE and - insofar as applicable - in accordance with the Product Liability Act (Produkthaftungsgesetz). Otherwise, TWAICE's liability shall be limited as set out below.
- 6.2. In cases of simple/normal negligence, TWAICE shall only be liable if contractual obligations, essential for achieving the purpose of the contract ("cardinal obligations") are breached and in these cases TWAICE's liability shall be limited to the damages which were reasonably foreseeable and typical for the nature of the business. Any other liability of TWAICE for simple/normal negligence (subject to § 6 6.1) shall be excluded.
- 6.3. TWAICE shall not be liable for compensation (§ 536 BGB) arising from initial defects present at the time the agreement is concluded.
- 6.4. The above limitation of liability also applies to the personal liability of TWAICE'S employees, representatives, and officials.
- 6.5. In cases where due to force majeure it is impossible or unreasonable for TWAICE to provide the Services TWAICE will notify the customer without undue delay and will take all reasonable steps to minimize the impact of the force majeure event. For the duration of the force majeure event and a reasonable start-up period, TWAICE shall be relieved from those obligations under these TCs whose performance is prevented or materially hindered by the force majeure event; applicable milestones and deadlines are adjusted accordingly. A force majeure event is any event beyond TWAICE's reasonable control whose impact TWAICE could not have prevented by applying reasonable diligence, including natural disasters, arson, war, pandemics, strikes, or lawful lockouts.

7. Confidentiality

- 7.1. Each party agrees that all information received from the other party under these TCs which is marked as confidential or from an objective perspective must be considered to be confidential, shall be maintained in confidence and shall not be disclosed to others. The receiving party agrees that without the prior written consent of the other party it will not use such information for any purpose other than the fulfillment of this contract.
- 7.2. Each party shall use no lesser standard of care to protect the confidentiality of information received from the other party than it uses to protect its own confidential information, and shall limit disclosure of such information to those of its group companies, personnel and consultants who have an actual need to know for purposes related to this contract and who have a written obligation to protect the confidentiality of such information.

- 7.3. Upon termination of the contract, each party will return to the other party such party's confidential information and data and will delete all copies of such information/data under its and its subcontractors' control (subject to applicable retention requirements).
- 7.4. TWAICE shall, subject to applicable mandatory data protection requirements, be entitled to retain technical data uploaded to the TWAICE Systems or otherwise provided by the customer or collected by TWAICE in the course of providing the Services. TWAICE may use such data in anonymized/pseudonymized format for its business purposes including to improve its artificial intelligence applications.

8. Data Protection

- 8.1. TWAICE will comply with all applicable data protection requirements. Where TWAICE in providing the Services acts as a data processor pursuant to Art. 28 GDPR TWAICE and customer will enter into a data processing agreement in accordance with the requirements of Art. 28 GDPR. TWAICE will process the personal data as set out in the Data Processing Agreement (DPA) available at: [TWAICE DPA](#).
- 8.2. The DPA will be incorporated into the contract with the customer by reference and constitutes an integral part of the contract.
- 8.3. TWAICE shall, subject to applicable mandatory data protection requirements, be entitled to retain and use all data uploaded by the Customer to the TWAICE Analytics Platform or otherwise provided or collected in the course of the TWAICE Services. Such data will be aggregated and anonymized/pseudonymized so that its original source will not be disclosed to third parties. TWAICE may use such anonymized/pseudonymized data to improve its artificial intelligence functionalities or any other aspects of the TWAICE Services, or for other business purposes.

9. Term and Termination

- 9.1. The contract between TWAICE and the customer enters into force upon TWAICE's acceptance of the Quotation submitted by the customer. Unless agreed otherwise in the Quotation the contract continues to apply for an indefinite period of time. It can be terminated by each party in writing (sec. 126 German Civil Code) with a notice period of six months to the end of a calendar quarter. Any ordinary termination is excluded during any minimum contract term the parties may have agreed in the Quotation.
- 9.2. Each party's statutory right to terminate this contract for good cause with immediate effect shall remain unaffected. A breach of contract shall only entitle a party to terminate the contract for good cause if the other party has breached a material obligation and – provided that the breach is curable – has failed to cure the breach within a reasonable grace period of at least twenty working days from receipt of a corresponding written warning notice served by the terminating party.
- 9.3. Unless otherwise specified in the contract with the customer, upon termination of this contract, TWAICE will retain all data that needs to be secured within the framework of data backup for the customer for a period of thirty calendar days for retrieval. The customer will inform TWAICE in writing three business days prior to retrieval, stating the designated person for retrieval. If the customer does not retrieve the data within the aforementioned period, TWAICE will destroy the data on all storage devices. The data backup obligation of TWAICE ends in any case upon termination of this contract.

10. Final Provisions

- 10.1. Collateral agreements and amendments to these TCs must be made in writing. This also applies to a waiver of this written form requirement. Where these TCs establish a written form requirement, text form shall be sufficient unless expressly provided otherwise (e.g. by reference to section 126 German Civil Code).
- 10.2. The customer may not assign to any third party any of its rights under the agreement in whole or in part without the prior written consent of TWAICE.
- 10.3. TWAICE shall be entitled to involve subcontractors in the provision of the Services.
- 10.4. Unless agreed otherwise in the Quotation, the place of performance for Services shall be the business seat of TWAICE.
- 10.5. Offsetting and retention rights of the customer shall be excluded. This shall not apply if its corresponding counterclaims have been confirmed by a final court order or acknowledged by TWAICE in writing.
- 10.6. TWAICE shall be entitled to update and change these TCs from time to time. In this case, TWAICE will inform the customer of such changes with a notice period of at least six weeks before such changes become effective. If the customer does not object in writing to the changes within four weeks from receipt of the notice, the changes shall be deemed approved. If the customer objects to the changes the changes will not become effective between TWAICE and the customer, but TWAICE shall, within four weeks from receipt of the objection, be entitled to terminate this contract with a notice period of six weeks to the end of a month.
- 10.7. TWAICE and the customer shall comply with all applicable export laws in the performance of the agreement. The customer shall not access or use the Services from Crimea/Sevastopol, Cuba, Iran, North Korea (the Democratic People's Republic of Korea), the so-called Luhansk People's Republic (LNR), the so-called Donetsk People's Republic (DNR), or Syria.
- 10.8. German law shall apply, excluding its conflict of laws rules and the UNCISG. The courts competent for Munich shall have exclusive jurisdiction over all matters relating to these TCs.
- 10.9. If any provision of these TCs should be invalid in whole or in part or if these TCs contain any omission, the effectiveness of the remaining provisions shall not be affected. The invalid or omitted provision shall be replaced with retroactive effect by an effective and enforceable provision which most closely legally and financially approximates to what the parties intended or would have intended if they had taken such invalidity into account when agreeing these TCs.

Part B. Additional Terms and Conditions for Professional Services

TWAICE provides consulting services and support services to assist with the use, configuration, implementation, installation or other services in relation to TWAICE Products and associated technologies ("Professional Services") as specified in the Quotation, the Data Sheet for Professional Services and/or other relevant documents. The following terms and conditions shall apply to these Professional Services in addition to Part A of these T&Cs:

1. Professional Services

- 1.1. TWAICE may provide the following Professional Services:
 - 1.1.1. Time & Materials Services: These are Professional Services rendered by TWAICE based on the actual time expended and materials utilized. Billing for such services shall occur at the agreed hourly or daily rate specified in the Quotation. These services permit flexibility concerning the project's scope and duration.

- 1.1.2. Fixed-Price Services: These are Professional Services provided by TWAICE at a pre-determined fixed price, with the scope, deliverables, and milestones explicitly defined in the Quotation. TWAICE will provide these services within the agreed timeframe and budget.
- 1.1.3. Technical Advice as a Subscription: TWAICE shall provide recurring Professional Services under a subscription model, offering ongoing technical advice and support. The duration, frequency, and scope of these services are detailed in the Quotation, ensuring consistent support throughout the subscription period.
- 1.2. TWAICE shall perform its Professional Services on weekdays from 8 a.m. to 5 p.m., with weekdays defined as Monday to Friday, excluding German nationwide public holidays. If necessary, the Contractor may perform its Professional Services at the Customer's premises; otherwise, TWAICE is free to choose the location for service delivery.
- 1.3. TWAICE shall inform the Customer in writing without delay if it becomes aware of, or should have become aware of, any obstacles or impairments that may affect its performance.
- 1.4. TWAICE is not authorized to legally represent the Customer to third parties unless an explicit written agreement to the contrary is made in each specific case.

2. Acceptance

- 2.1. If the Professional Services corresponding to the Quotation include work services ("Werkleistungen") and no other acceptance procedure is specified, the following acceptance procedure shall apply:
 - 2.1.1. If partial services in the form of work services are agreed upon in the Quotation, TWAICE shall be entitled to present these partial services for acceptance. The acceptance procedures shall then relate solely to the functionality of the new partial services and whether the previously accepted partial services interact correctly with the new partial services.
 - 2.1.2. The Customer shall accept the work service made available for acceptance within fifteen (15) calendar days ("Acceptance Period") through a written declaration in the form of an acceptance protocol. In the case of a material defect, the Customer may refuse acceptance in writing, stating the reasons for the material defect. If the Customer does not refuse a work service in writing specifying the material defect within the Acceptance Period, the work service shall be deemed accepted by the Customer after the expiration of the Acceptance Period.
 - 2.1.3. If a work service conforms to the performance description agreed upon in the Quotation and does not exhibit any material defects, the Customer shall accept the work service. The Customer undertakes not to unnecessarily delay acceptance.
 - 2.1.4. TWAICE shall be granted a reasonable period to remedy any material defects and to re-present the work service for acceptance with a new Acceptance Period. If the Customer does not refuse the re-presented work service in writing specifying the material defect within the new Acceptance Period, the work service shall be deemed accepted by the Customer from the fifth (5th) calendar day of the new Acceptance Period.
 - 2.1.5. The Customer may only use a work service productively if it has been accepted by the Customer (either explicitly or through the expiration of the Acceptance Period). If the Customer uses a work service without acceptance, the work service shall be deemed accepted as of the time of use.
 - 2.1.6. If formal acceptance for a work service is not expressly agreed upon in the corresponding Quotation, this project service shall be deemed accepted upon provision.

3. Personnel

- 3.1. TWAICE shall have the discretion to select personnel for service delivery but will ensure that they are adequately qualified. If TWAICE names specific personnel, this reflects the planning status at the time of communication, and the Customer cannot demand specific personnel.
- 3.2. TWAICE will endeavor to maintain continuity in the personnel assigned to the Customer and will notify the Customer as early as possible of any changes. The newly assigned personnel will possess qualifications at least equivalent to those of the originally assigned personnel.
- 3.3. If the Customer finds TWAICE's personnel unqualified or unacceptable, they must promptly notify TWAICE in writing. TWAICE will take immediate corrective action.
- 3.4. The personnel assigned by TWAICE are not subject to the Customer's direct authority, even when performing services at the Customer's premises. Both parties will take measures to avoid the unintended employment of loaned workers.

4. Subcontractors

- 4.1. TWAICE is entitled to engage subcontractors for the provision of Professional Services, subject to the prior written consent of the Customer, which may only be withheld for valid reasons.
- 4.2. By entering into this contract, the Customer consents to the use of companies affiliated with TWAICE within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter referred to as "affiliated companies") as subcontractors.

5. IP Rights Professional Services

- 5.1. Upon full payment of all amounts due under this Quotation, TWAICE grants the Customer a non-exclusive, non-transferable, worldwide, and perpetual right to use the Professional Services provided by TWAICE solely for the Customer's internal business purposes. This right of use applies exclusively to the Professional Services explicitly developed for and delivered to the Customer under the terms of this Quotation.
- 5.2. Until full payment of all due remuneration, the Customer is granted only a revocable, limited right to use the work results for the duration of the project. TWAICE reserves the right to revoke this limited right of use if the Customer fails to meet its payment obligations.

6. Term and Termination

- 6.1. The contract shall come into effect upon signature by both parties and shall terminate, whichever occurs first, when: a) the agreed services have been fully rendered; or b) the contract is terminated by the Customer with a notice period of three (1) month to the end of a calendar month.
- 6.2. If a minimum term of the contract (the "Commitment Period") has been agreed upon by the parties, the contract may only be terminated upon the expiration of the Commitment Period.
- 6.3. The right of both parties to terminate this contract for cause in accordance with legal provisions remains unaffected.

- 6.4. Effect of Termination. The Customer is obligated to pay all costs, fees, and expenses for services rendered up to the effective date of termination, including: a) all completed, partially completed, or planned services of a phase or billing milestone; b) all reasonable binding costs or expenses; and c) non-refundable travel expenses.
- 6.5. The termination of a specific service in accordance with the provisions of this section does not result in the termination of other services ordered under the same Quotation, nor does the termination of a Quotation or a specific service under this Quotation result in the termination of other Service quotations between the parties.