sunhat

Terms and Conditions

the

Sunhat GmbH

Escher Str. 25A,

D-50733 Cologne

– hereinafter "**Provider**“ –

These terms and conditions (**"Agreement**“) serve as the basis for the customer’s (“**Customer**”) individual orders placed with the provider (hereinafter "**Order**") regarding the use of more specifically described software and the provision of Professional Services.

In the event of any conflict between this Agreement and any Order Form executed under this Agreement, the applicable Order Form shall prevail. In any event, the terms of this Agreement shall be deemed accepted upon the execution of any Order Form that references the terms of this Agreement.

The terms of this contract also apply to all future transactions with the customer arising from ongoing business relationships.

Any provisions of the customer that conflict with or deviate from these terms and conditions shall only apply if and to the extent that the provider has expressly agreed to them in writing.

1. Contractual Purpose

1.1 Scope of this Agreement

Under this Agreement, the Customer may request software licenses of varying scope and various types of Professional Services through separate order forms. This Agreement governs the use of the Software and Services (as defined below) agreed upon in the Order Form during the term of the Agreement, for which the Customer pays the agreed fees.

1.2. Software and Professional Services

The provider provides software that helps companies efficiently manage and provide sustainability data. The software enables the automation of reporting and responses to ESG (Environmental, Social, and Governance) inquiries, such as sustainability questionnaires, reports, and ratings (the "**Software”**). The essential functions can be found in the current product documentation. At the customer's request, the provider offers additional services such as implementation, consulting and/or customization services in connection with the provision of the software ("**Professional Services**”). The specific functions of the software and the scope of the Professional Services are set out in the respective order form or in a separate service description (**„SOW**”) in detail.

1.3. Order

Each order shall be incorporated into this Agreement upon mutual signature and shall form part of the Agreement.

2. Access and right to use the software

2.1. Right of use

During each term of the Agreement, the Provider grants the Customer a simple, internal, non-exclusive, non-transferable and non-sublicensable right to use the Software solely in accordance with all applicable documentation and this Agreement, including all restrictions and limitations set forth in the applicable Order Form.

The right to use the software is limited to a license per user account, unless otherwise agreed between the parties. A "**User account**" is an online account that provides access to the software solution.

The total number of individual users granted access to the Software at any time during the Term ("**User**") may not exceed the number of users specified in the order form ("**License scope**"). If a user is replaced by another user permanently or for an indefinite or significant period of at least three months (e.g. in the event of termination, transfer, parental leave, illness) without there being any temporal overlap in access to the software, they shall be considered only one user.

The customer may place an additional order to expand the license scope for additional users using the same method as the original order. Unless otherwise agreed in writing, the customer is obligated to pay the same fee per user for the increased number of users as stated in the last order. The customer will adhere to the license scope and notify the provider immediately if the license scope is exceeded. If the customer exceeds the license scope without placing an additional order, the aforementioned fee plus a 35% surcharge will still be due. Unless otherwise proven, the additional fee will be calculated from the start date of the last order, with any retroactively accrued fees due without deduction within fourteen (14) days of invoicing.

The Customer is entitled to grant the right to use the Software to its directors and employees, as well as to the Customer's service providers who do not compete with the Provider and are bound to at least the same level of confidentiality as provided for in this Agreement.

To the extent agreed in any specific order the Customer may also permit its affiliates (within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG)) a third-party contractor, agent, or consultant retained by the Customer or its affiliates to provide services for its internal business benefit to access and use the Service, but only on its behalf and for its direct benefit and only on the express condition that any such use constitutes their binding agreement to be subject to the terms of this Agreement, especially confidentiality, governing law, and venue provisions. The Customer shall remain fully liable for all acts and omissions of its affiliates and any such third parties, and any breach of this Agreement by them will be deemed a breach by Customer. Furthermore, all rights and licenses granted by the Customer to the Provider under this Agreement shall fully apply to the access, use, and data generated by such affiliates and third parties.

2.2. Restrictions

The customer's right to use the software under this contract does not grant any exploitation rights, in particular but not limited to the right of reproduction (Section 16 of the German Act on Copyright and Related Rights “UrhG”), the right of distribution (Section 17 UrhG), the right of exhibition (Section 18 UrhG), the right of public communication (Section 19 UrhG), the right of making available to the public (Section 19a UrhG), the right of broadcasting (Section 20 of the Copyright Act) or the right of adaptations and modifications (Section 23UrhG).

Regardless of technical restrictions (e.g., a limited number of access points), the customer may only use the software to the extent contractually agreed and legally allowed. The customer is prohibited from uploading any content for which they do not hold the rights necessary for the purposes of the agreement or which could otherwise violate copyrights of these parties.

Without the prior consent of the Provider, the Customer is not entitled to (i) use the Software for the purpose of providing services to third parties, (ii) make the Software available to persons other than its own employees or freelancers, (iii) make the Software accessible to third parties, (iv) modify the Software, create derivative works, decompile, reverse engineer, attempt to access the source code,

engage in targeted prompt engineering on, or copy the Software or its components; (v) circumvent or disable security or other technical features or measures of the Software, or use the Software in a manner that the Provider reasonably considers a threat to the security of the computer systems controlled by the Provider; or (vi) use the Software to conduct fraudulent, malicious, or illegal activities. The Customer shall not be granted any further rights, in particular to the Software provided or the infrastructure provided in the respective data center. Any further use requires the written consent of the Provider.

3. Further obligations

3.1. Provision and availability of the software

The Provider is responsible for providing the Software in accordance with and subject to the terms of this Agreement, the Order Forms, and the Documentation. The Provider is not responsible for errors and limitations resulting from transmission of the Software beyond the Provider's control (e.g., disruptions at Internet providers) but is only responsible up to the interface of its own data centers to the Internet. The availability of the Software is governed by Appendix 1.

3.2. Technical setup

Unless otherwise agreed in the Order Form, the Customer is responsible for the initial technical setup and validation of the Software as well as for any adjustments and/or additions to data points, sources or targets.

3.3. Support and Maintenance

Subject to the Customer's payment of all applicable fees, the Provider will provide support, maintenance, and uptime for each Service in accordance with the terms and conditions described in Appendix 1. The Customer shall send all support requests by email to: support@sunhat.app.

4. Professional Services

4.1. Scope of services

Services within the meaning of Professional Services are subject to a separate service description (“**SOW**") and are provided with due care and skill, in accordance with good industry practices, applicable laws, and using appropriately trained staff. Professional services are provided during normal business hours on banking days, excluding national holidays in Germany. In case of doubt, the service is provided remotely.

4.2. Dependencies

The provision of Professional Services is contingent upon the Customer (i) fulfilling the dependencies set out in the SOW, (ii) making decisions and providing information necessary for the Provider to provide the Professional Services, and (iii) providing the Provider with access to its facilities, equipment and data as reasonably necessary to provide the Professional Services.

If the parties have agreed on a specific date for the provision of a service, the client may only change or cancel this date with two weeks' notice. In the case of changes or cancellations at shorter notice, the provider reserves the right to invoice the scheduled service time or, in the case of quotas, to offset it.

4.3. Quotas and packages

Professional services (e.g., in the form of consulting hours/days) purchased as credits or packages can only be used during the determined period. Transferring and thus accumulating unused quotas is not permitted. The agreed fee is due for the ability to access the professional services in the agreed volume. If the customer does not use the quota or does not use it in full within the specified period and the remaining days expire, this will have no impact on the fee to be paid by the customer.

In the event of a request to use a quota, the Provider shall decide at its sole discretion whether this request is covered by the agreed order. The Provider shall inform the Customer without delay in case of a rejection.

5. Data license and protection

5.1 Ownership of customer data

The Provider acknowledges that the Customer owns all rights, title and interest, including all intellectual property rights, in the customer data.

5.2. Processing of customer data

In connection with the use of the Software, the Customer will transfer customer data to the Provider. The Customer grants the Provider, the Provider's affiliates, and all subcontractors approved in accordance with Section 14.1 below a worldwide, limited to the term of this agreement, non-exclusive license to use, host, transmit, monitor, manage, replicate, access, collect, store, cache, analyze, aggregate, and/or anonymize the customer data, and to transfer the customer data to the Provider's subcontractors, in each case as necessary to perform the Services in accordance with the Documentation and to provide the Services to the Customer.

The Provider hereby informs the Customer that the Software offered contains AI components. The AI components provide the users of the Software with suggestions for answering questionnaires or creating reports in the form of free text, selection boxes, or document references, based on the data provided by the users. The right described in this clause includes the processing of Customer Data by the Service's AI components. The use of Customer Data for other purposes, in particular for the improvement or training of the Provider's AI models, is excluded.

5.3. Data processing agreement

The Provider will process all Customer Data for the purposes specified in this Agreement and in accordance with the Data Processing Agreement (Appendix 3) within the meaning of Article 28 (3) GDPR, which forms an integral part of this Agreement. Unless such an agreement has been concluded separately, the terms of the Data Processing Agreement applicable at the time of conclusion of the Agreement, attached as Appendix 3, shall be deemed to have been agreed upon.

5.4. Service data

Notwithstanding anything to the contrary in this Agreement, the Customer grants the Provider a non-exclusive, worldwide, perpetual, and irrevocable right to collect and use all data generated during the monitoring, operation, and use of the Service by the Customer that does not constitute Customer Data, for its internal business purposes (“Service Data”).

Service Data includes in particular:

- **Performance Metrics:** Response times, latency, uptime, processing duration.
- **Usage Statistics:** Frequency of use of features, number of active users, API calls, session durations, modules used.
- **Technical System and Error Logs:** Anonymized or pseudonymized log data required to diagnose problems.

The use of Service Data by the Provider is limited to the following purposes:

- **Service Optimization and Security:** Improving service quality, error analysis, performance optimization, and ensuring system integrity.
- **Business and Product Development:** Identifying usage trends and popular features for the strategic development of existing and new products and services, including AI components.

- **Reporting:** Creating anonymized, aggregated statistics and reports for internal analysis.

5.5. Indemnification

Customer shall indemnify, defend, and hold harmless Provider from and against any and all third-party claims, damages, liabilities, and expenses (including reasonable legal fees) arising out of or in connection with a breach by Customer of its obligations with respect to Customer Data. Customer's indemnification obligation includes the duty to reimburse Provider for any such expenses that Provider has already paid or incurred.

6. Intellectual Property

6.1. Customer's property

The Customer is and remains the exclusive owner of all rights, title, and interest (including, but not limited to, proprietary rights) in the Customer Data and grants to the Provider all rights set forth in Section 5. All intellectual property rights based on knowledge and innovations developed by the Customer in the course of using the Software belong to the Customer.

6.2. Feedback

To the extent that the Customer provides feedback on the Software, the products, business or development plans or technology roadmaps of the Provider, including but not limited to ideas, comments or suggestions for the possible creation, modification, correction, improvement or extension of the Software or other products and any documentation and information shared with the Provider (collectively "**Feedback**"), the Customer grants the Provider, to the extent legally possible, a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback for any legitimate business purpose without restriction. Furthermore, the Provider is under no obligation to use the Feedback.

6.3. Ownership of the provider

The Customer acknowledges and agrees that the Provider owns all intellectual property rights in the Software, Documentation and intellectual property based on knowledge and innovations developed by the Provider in the course of providing the Services (“**Provider IP**“).

6.4. Restrictions

Except for the limited rights and licenses expressly granted in this Agreement, nothing in this Agreement grants Customer, its affiliates, or any third party, by implication, estoppel, or otherwise, any intellectual property rights or other rights or licenses, titles, or interests in or to the Provider IP. Provider reserves all rights not expressly granted to Customer in this Agreement.

7. Updates

7.1. Changes and Updates

The provider may add new functions to the software at any time (“**Update**"). In addition, the Provider may modify the Software, including, but not limited to, removing or modifying existing features of the Software, provided that such a change is reasonable for the customer. Changes are considered reasonable in particular if they only affect insignificant components of the software (e.g., changes to the design or layout that do not or only slightly affect the functionality of the software) or if they do not affect the services to be provided under this contract. Notwithstanding the foregoing, the provider will at all times maintain the main features of the software according to each order form and fulfill essential obligations under this contract and the applicable order form.

If a change in service significantly adversely affects the customer's legitimate interests, the customer may terminate the contract within one month of becoming aware of the change (special right of termination). If the customer does not exercise their special right of termination within this period, the contract will continue with the changed range of services.

7.2. No obligation to provide updates

Updates provided by the Provider from time to time are at the sole discretion of the Provider and do not constitute an obligation on the part of the Provider to provide further updates in the future.

8. Fees and Payment

8.1 Fees

The fees to be paid by the Customer for the Software and Services are set out in the Order Form or in a supplementary agreement between the parties from time to time (as applicable) ("**Fee**").

From the second year of the contract, the Fee is subject to an annual price adjustment based on the Harmonised Index of Consumer Prices (HICP) of the Statistical Office of the European Union ("**Index**") If, at the start of a new contract year, the Index has increased or decreased by at least 0.5% compared to the last price adjustment (or, if such has not yet been made, the level at the time of conclusion of the contract), the Fee owed for the new contract year shall be increased or decreased compared to the Fee for the previous contract year by the full percentage by which the index has increased or decreased compared to the level of the last price adjustment (or, if such has not yet been made, the level at the time of conclusion of the contract), plus a surcharge of 10% points which is incurred for the increasing range of functions of the software. The price adjustment shall be made by declaration to the other party, whereby the provider can combine it with the invoice.

8.2. Sales tax

All amounts due to the Provider under or in connection with this Agreement are exclusive of any applicable VAT, which will be calculated additionally in accordance with the regulations applicable at the time the respective taxable service is provided and which must be paid in full by the Customer at the time the respective invoice is due.

8.3 Due date of payment

Unless otherwise agreed, the fee is due annually in advance, at the beginning of each contract year. All invoices are due fourteen (14) days after the invoice date without deduction.

8.4. Default interest

Any fees not paid when due will be subject to statutory interest from the due date until payment, whether before or after judgment. The Provider may temporarily deny access to the Software until overdue payments are received (without prejudice to any other rights the Provider may have).

8.5 Withholding of payments

The Customer may withhold payment of certain Fees (or portions thereof) that it reasonably disputes in good faith within thirty (30) days of the invoice date if the Provider has not acted in accordance with this Agreement and/or the applicable Order Form. The Customer may not withhold payment for any undisputed portion of the Fees. The Customer must assert such a dispute within the payment period for that invoice; otherwise, the invoice will be deemed undisputed, and no amounts may be withheld.

9. Contract term and termination

9.1 Start and term

The Agreement shall enter into force upon signature of the Order Form ("**Start Date**"). Unless otherwise agreed upon in the Order Form, the regular term of the Agreement shall be twenty-four (24) months ("**Agreement Term**").

The Agreement shall automatically renew for successive terms of twelve (12) months each, subject to the same terms and conditions in effect on the renewal date, except for any discounts granted in the original

Order Form, unless previously terminated by either party in accordance with the provisions of Section 9.2.

9.2 Ordinary termination

The contract may be terminated by either party with ninety (90) days' notice to the end of the original or the respectively extended contract term.

If an additional Order is placed or if the Customer orders further services from the Provider that result in an addition to the existing Agreement, ordinary termination of the entire Agreement is permitted at the earliest twelve (12) months after the last additional Order takes effect, unless it has been expressly agreed in writing that the additional order should not have any effect on the existing Agreement Term.

9.3 Termination for good cause

Either party may terminate the AGreement for good cause with 30 days' written notice if there is a material breach of contractual obligations and this breach is not remedied within 30 days of receipt of the written warning. The provider may terminate the Agreement for good cause, in particular, if the customer is more than six (6) weeks late in paying an invoiced amount under this Agreement or the Orders associated with this Agreement. The statutory rights of termination of each party for good cause remain unaffected by this provision.

9.4 Refund in case of termination by the customer for good cause

If the Customer terminates this Agreement for good cause, the Provider will reimburse the Customer pro rata all prepaid Fees for the remaining term of the Agreement from the effective date of such termination. Further claims remain unaffected.

9.5 Data transfer and deletion after termination

Within thirty (30) days of submitting a data portability request ("**Data transfer request**"), the Provider will provide the Customer with an extract of all Customer Data stored on the Software Solution at the time of termination in machine-readable format. A data transfer request must be submitted within seven (7) days of the effective date of termination. In the absence of a data transfer request, the Provider will delete the Customer Data from its Software Solution.

Anonymized data previously created from customer data may continue to be stored and used by the provider. Technical copies created as part of an IT archiving system may be retained by the provider.

10. Confidentiality

10.1 Confidential Information

During the Term, each Party may provide or make available to the other Party information about its business, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, to the extent that such information is marked, labeled, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure: (a) is publicly known; (b) is known to the receiving Party at the time of disclosure; (c) was rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) was independently developed by the receiving Party.

10.2. Protection of confidential information

The Receiving Party will not disclose the Disclosing Party's Confidential Information to any person or entity, other than the Receiving Party's affiliates or their legal representatives, employees, or agents, who

need to know the Confidential Information in order for the Receiving Party to exercise its rights or perform its obligations hereunder.

10.3. Legal disclosure obligations

Notwithstanding the foregoing, either party may disclose Confidential Information to the limited extent necessary to comply with a court order or an order of another governmental authority or to otherwise comply with applicable law, provided that the party making the disclosure pursuant to the order has given the other party prior written notice.

10.4 Continuation of confidentiality

This Section shall remain in effect for two (2) years after the expiration or termination of this Agreement.

11. Liability for defects

11.1. Warranty of the provider

The Provider warrants to the Customer that during the term of the Agreement (i) it is authorized to grant the Customer the rights set forth in this Agreement; (ii) the Services will be performed with reasonable care and skill; (iii) the Services provided to the Provider will conform to all relevant product information and specifications made available to the Customer by the Provider, including information and specifications in the Documentation; and (iv) the Provider will not materially reduce the functionality of the Software.

11.2. Complexity of the software

The Customer is advised that, given the current state of technology, program errors cannot be ruled out with certainty despite the utmost care and diligence. The parties acknowledge that the Software is inherently complex and may not be completely error-free. Minor defects, including but not limited to errors that can be easily corrected and do not impair performance, are excluded from the provider's warranty.

11.3. Notification of defects

The Customer is obliged to document and notify the Provider immediately after discovering a defect.

11.4. Remedy of defects

Subject to Section 11.5 and notification by the Customer, the Provider will, at its sole discretion, use reasonable efforts to promptly correct the defect or provide the Customer with alternative means of performing the task it was attempting to perform using the Software.

11.5. Rectification

In the event that the Provider: (i) fails to properly perform the Services, or (ii) breaches the Agreement, where the breach does not involve a defect in the Software, the Customer must notify the Provider in writing and grant the Provider a reasonable period of time to properly perform its obligations or otherwise remedy the breach. The Customer shall have no other remedies for failure to remedy the breach.

11.6. Right of termination in case of defects

The Provider will correct a defect (which can also be remedied by a workaround) if such correction does not require unreasonable effort. If the Provider does not correct the defect within a reasonable period of time, which allows at least two attempts to correct the defect, the Customer is entitled to terminate the Agreement immediately for good cause (extraordinary termination). This does not apply to minor defects that do not significantly impair the use of the software.

11.7 Exclusion of liability

The provider's liability is excluded if a defect is due to non-compliance with the operating conditions for the software or to unauthorized modifications by the Customer.

12. Liability for damages

12.1 Disclaimer

Claims for damages against the Provider are excluded regardless of the legal basis, unless the Provider, its legal representatives, or vicarious agents have acted intentionally or with gross negligence. The Provider is only liable for slight negligence if the Provider or its legal representatives or vicarious agents have breached a material contractual obligation. Material contractual obligations are those obligations that form the basis of the Agreement, that were crucial for the conclusion of the Agreement, and on whose fulfillment the Customer may and does rely. The Provider is only liable for foreseeable damages whose occurrence is typically to be expected, and under no circumstances is it liable for consequential damages, including lost profits. The Provider's maximum liability for claims based on the breach of a material contractual obligation in any twelve-month period beginning on the start date (and on each anniversary thereafter) shall not exceed the Fees paid and payable for the provision of the Software under which the claim arose during those twelve months, as well as losses that are typically to be expected in connection with the specific services used. Strict liability pursuant to Section 536a Paragraph 1 of the German Civil Code (BGB) for defects that already existed at the time of conclusion of the Agreement is excluded.

12.2 Special feature for AI-based services

The parties acknowledge that the services offered to the Customer are based on artificial intelligence (AI) and that the use of AI technologies involves inherent uncertainties and risks.

The Provider will make every effort to provide the AI-based services in accordance with the recognized rules of technology and taking into account the current state of AI research and development.

Without prejudice to the provisions of Section 11 (Warranty) and Section 12 (Liability for Damages) of this Agreement, for AI-based Services (i) the Provider assumes no liability for the accuracy, completeness, or reliability of the results or decisions generated by AI; (ii) the Customer acknowledges that AI systems may make errors and that the use of the AI-based Services is at its own risk.

The Customer undertakes (i) to critically examine the results and decisions of the AI-based services and not to blindly accept them; (ii) to implement appropriate security and control measures to minimize potential risks; (iii) to take into account the legal requirements of the AI Regulation (EU) 2024/1689 when applying AI solutions, particularly with regard to labeling; (iv) to immediately inform the Provider of any detected errors or unexpected behavior of the AI systems.

12.3. Exceptions to the exclusion of liability

The above exclusions and limitations of the Provider's liability do not apply to damages incurred by the customer due to (i) culpable injury to life, body or health, (ii) resulting from the assumption of a guarantee or (iii) pursuant to the Product Liability Act.

12.4. Data loss

The Provider shall not be liable for the loss of data if the damage was caused by the Customer's failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort.

12.5 Force majeure

If a party is prevented from fulfilling its obligations due to force majeure, that party is temporarily released from its obligation to perform. Force majeure exists if, despite reasonable care and technically and economically reasonable means, the impediment to performance is due to events that cannot be averted or cannot be averted in a timely manner and for which the affected party is not responsible. This includes, in particular, natural disasters, terrorist attacks, mobilization, war, riots, or statutory provisions or

measures of the government, courts, or authorities (regardless of their legality).

Should this situation persist for a period of more than 90 days, either party shall have the right to terminate the Agreement with immediate effect, without any right to compensation for any damages or losses.

12.6. Limitation period

All contractual and non-contractual claims for damages or wasted expenses against the Provider expire after one year. The limitation period begins according to Section 199, Paragraph 1 of the German Civil Code (BGB). The limitation period ends no later than five years after the claim arises. This section does not apply in cases of intent, gross negligence, or with regard to personal injury under the Product Liability Act.

13. Marketing

13.1. Use of the customer name

The provider may use the customer’s name and logo to refer to the customer as a reference for marketing purposes.

13.2 Case studies

The Provider may, with further consent from the Customer, create, publish, and distribute for business purposes one or more case studies describing any or all of the services received from the Customer. Case studies may be disclosed to the Provider in any manner, without restrictions regarding media or recipients. The Customer may request a draft version of a case study and request reasonable modifications. The Client's consent may not be unreasonably withheld.

14. Miscellaneous

14.1 Delegation of services

The Provider may delegate the Services to third parties, including the Provider's affiliates named in the Data Processing Agreement, as otherwise agreed in writing with the Customer. The Provider remains responsible for fulfilling its obligations under this Agreement, notwithstanding such delegation.

14.2. Third-party rights

This Agreement does not grant any rights to, and is not intended to inure to the benefit of, any third party (other than the parties) except as expressly provided in this Agreement. Notwithstanding any provision of the Agreement and statutory law, the consent of any person who is not a party is not required to terminate or modify this Agreement at any time.

14.3 Transfer of rights and obligations

The Provider may, at any time upon written notice to the Customer, assign or otherwise transfer the Provider's rights and obligations under the Agreement (including any Order Form) to any of the Provider's affiliates or in connection with the sale of all or substantially all of the Provider's assets (or any analogous arrangement). Any attempt to otherwise transfer or assign the Agreement will be null and void.

14.4. Right of adjustment

The Provider is entitled to amend this Agreement with the Customer's consent. Consent to the amendment to the Contract shall be deemed granted if the Customer does not object to the notification of amendment containing the amended terms and conditions in text form within four weeks of receipt. The Provider will specifically inform the Customer of the consequences of failing to object in the notification of amendment. The Provider is only entitled to make amendments (i) to respond to a change in the law, (ii) to replace a provision in these Terms and Conditions with one that is essentially similar if the highest

court has declared the previous provision invalid, (iii) that are exclusively for the benefit of the Customer, (iv) that are appropriate to maintain a reasonable relationship between performance and consideration (in particular, an increase in prices in response to the Provider's rising costs), or (v) that are appropriate to ensure that the Agreement continues to meet industry standards.

14.5 Severability Clause

Should any individual provision of this Agreement be or become invalid or unenforceable in whole or in part, or should the contract contain a gap, the validity and enforceability of the remaining provisions shall remain unaffected. Instead of the invalid or unenforceable provision or to fill the gap, the valid and enforceable provision shall be deemed agreed that most closely reflects the economic purpose of the invalid or unenforceable provision or that the parties would have agreed upon according to their presumed intention had they recognized the invalidity or unenforceability of the provision or the gap. If the invalidity or unenforceability of a provision is based on a measure of performance or time (deadline or date), the legally permissible measure that most closely reflects the original measure shall be deemed agreed upon. It is the express intention of the parties that this severability clause does not result in a mere reversal of the burden of proof, but that Section 139 of the German Civil Code (BGB) is agreed to be inapplicable in its entirety.

14.6. Written form

Any amendments or additions to this Agreement must be made in writing to be effective, unless a more stringent form is required by law. The same applies to any waiver of this written form requirement.

Electronic communications and documents containing scanned signatures and electronic signatures, such as DocuSign and AdobeSign, are considered "in writing" or "in writing" for the purposes of this Agreement unless expressly stated otherwise in this Agreement.

Emails to the Provider should be sent to info@sunhat.app, and emails to the Customer should be sent to the administrative contact specified in the order form. Notices related to a party's indemnification obligations must be sent by registered mail and email.

14.7 Applicable law

This agreement is governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

14.8. Interpretation

This Agreement shall be construed exclusively in accordance with German law and German terminology. This includes legal terms and concepts contained in the Agreement, the English translations of which may not be identical to the original German terms in their respective legal sense. Terms to which a German translation has been added, either in the same provision or elsewhere in this Agreement, shall be construed to have the meaning assigned to them by the German translation.

14.9. Place of jurisdiction

The competent courts in and for Cologne, Germany, shall, to the extent permitted by law, have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

APPENDIX 1 – SUPPORT, MAINTENANCE & AVAILABILITY

Terms not defined in this Annex shall have the same meaning as defined in the Agreement.

“Downtime” Means the total number of minutes during a calendar month during which a particular component of the Software is unavailable, excluding any excluded downtime. A minute is considered unavailable for a particular component if all continuous attempts by the Provider's monitoring system to write to that component during that minute fail. Partial minutes of unavailability are not counted as downtime.

"Excluded Downtime"means all minutes of Downtime in a given month of the contract term resulting in whole or in part from any of the following reasons:

- the Provider or the customer Carries out planned maintenance work;
- termination of the Agreement;
- Suspension due to overdue payments;
- Factors beyond the reasonable control of the Provider, including force majeure or internet access or related problems;
- any acts or omissions of the Customer or any third party on behalf of the Customer;
- Use of the Software by the Customer in a manner that is not consistent with the documentation or the Provider's instructions;
- Acts of persons who gain or use unauthorized access to the Software due to the Customer's failure to control the security of and access to the Software;
- Acts or omissions of the Customer or its employees, agents, contractors or suppliers or of persons gaining access to the Software through the Customer's login information or equipment.

"Documentation" means the written or online user manuals, help files, specification sheets or other documentation relating to the Service provided by the Provider.

“Planned Maintenance” means any repair, maintenance, or update of the Software that interrupts the use of the Software. The Provider will notify the Customer at least 48 hours before performing such maintenance work.

“Intellectual Property” means all rights of the following kinds that exist or may be created under the laws of any jurisdiction, whether or not recognized as intellectual property rights:

- Rights related to works of authorship, including exclusive exploitation rights, copyright (including rights in software (including source code and executable or object code) and databases) and moral rights;
- Trademarks, logos, get-ups, company names, internet domain names and trade and brand name rights, work introductions and similar rights (whether registered or unregistered);
- Trade secret rights in any form (including customer lists, marketing methods, supplier lists, APIs, methodologies, network configurations and architectures, processes, protocols, schemes, specifications, subroutines, techniques, user interfaces);
- Patents and industrial property rights (utility models), discoveries and inventions;
- Design rights (whether registered or not);
- other intellectual property rights (including licenses); and

- Rights relating to applications, registrations, renewals, extensions, combinations, divisions, continuations and republications of and requests for the above rights.

“Business days” means Monday to Friday, excluding holidays in the location where the contracting Provider entity is incorporated (and a “business hour” means any hour on such days in such time zones between 9 a.m. and 5 p.m.).

“Critical incidents” This refers to incidents that cause degradation or failure of production capabilities via the Provider's integrations and for which no workaround exists. It does not include development issues or problems in staging environments. It also excludes incidents that can be caused and resolved by the Customer, such as incorrect payload formatting (HTTP status code 422) or incidents in the Customer's software setup (HTTP status code 424).

“Non-critical incident” means incidents that limit the use of the Software and require troubleshooting. This includes partial loss of software functionality but excludes failures of production decision-making capabilities as defined under critical incidents.

“Emergency downtime” means the repair, maintenance, upgrade, update, support, testing, or implementation of a system that is not planned maintenance.

“Support request” means a question or request submitted by the customer via the ticket system that is considered less critical, for example, because the customer's operations within the Software are minimally impacted, a workaround exists that minimizes the impact on the customer's operations, or the customer wishes to register a request for a new or enhanced feature. A request will be treated as a support request if it concerns the functionality of the Software.

"Ticket System" means that the customer submits incident and support requests via email to: support@sunhat.app.

"Incident" means a problem that results from the Software not functioning substantially as specified in the documentation.

1. Scope

Subject to all other provisions of the Agreement, with the purchase of the Software, the Provider will provide the following support and maintenance services during the respective Agreement Term:

- Supporting the customer with questions regarding the use of the Software in the development and operational process;
- Providing new versions of the Software;
- Responding to support requests within specified timeframes.

2. Customer's responsibilities

The Customer acknowledges that its cooperation is essential for the proper provision of the Support and Maintenance Services by the Provider. To enable the Provider to provide the Support and Maintenance Services, the Customer agrees to the following:

- If an incident occurs, the Customer will immediately inform the Provider via the Software’s user interface;
- The incident must be reproducible by the Provider without using a special, customized, or enhanced version of the software. If necessary, the Customer agrees to assist the Provider in reproducing the incident. If such reproduction is impossible, the Customer will describe the incident as accurately as possible.

- If an Incident is reported, the Customer will (i) provide the Provider with the requested information to resolve the problem and assist the Provider in resolving the Incident; and (ii) inform the Provider of any changes it has made to its use of the Software or of any other issues of which the Customer is aware;
- Unless economically unreasonable, the Customer will implement the Provider's suggestions for resolving incidents.

3. Excluded services

Support and maintenance services under the Agreement do not include:

- Support and maintenance services on-site at the Customer's premises;
- Development of Software programs that have functions other than those described in the applicable documentation;
- Programming services for integrating the Software with the customer's or third-party products;
- Support with adaptations and extensions of the Software programmed by the Customer;
- Introduction and training of the Customer's employees in the use of the Software;
- Recommendations for optimal use of the Software;
- Error correction and consulting services in the event of malfunctions resulting from failure to comply with the operating conditions for the Software in accordance with the applicable documentation;
- Answering questions about the Provider's roadmap;
- Any other services not expressly listed herein, including but not limited to customization, programming, integration, data recovery, support for customizations or add-on programs and components, support for modifications, installation, training, analysis, or correction of incidents caused by the Customer's non-compliance with the Agreement or Documentation or by unauthorized modifications.

4. Support-Level

Subject to all other provisions of the Agreement, upon purchase of the Software, the Provider will respond to requests submitted in the determined way regarding critical and non-critical incidents, as defined in the following tables. The response times indicated in the table indicate the time period within which the Provider will initially provide the Customer with a qualified response, but do not represent timeframes for resolution.

Severity	Availability	Reaction time
Critical incident	24 hours / 7 days a week	1 hour
incident	24 hours / 7 days a week	2 hours
Non-critical incidents	Business hours (CET)	1 business day
Support request	Business hours (CET)	2 business days

5. Service availability

The Provider will guarantee a service availability of 99% ("Service Availability") during the term of the Agreement.

6. Credits

If service availability in a month does not meet the commitments, the Provider will grant a credit according to the following table ("Credit"). Each Credit is calculated by multiplying (i) the prorated monthly fees for the affected month and (ii) the applicable Credit Percentage according to the table below.

Service availability	Credit percentage
100 % – 99 %	0,0 %
< 99 % – 98 %	2,0 %
< 98 % – 97 %	4,0 %
< 97 %	6,0 %

7. Credit requests and application

To receive a credit, the Customer must request each credit by submitting a support request via support@sunhat.app within thirty (30) days of the last calendar day of the month in which service availability was lower than specified in Section 5 of this Appendix. The Provider will review the request and, if the Provider confirms the downtime, the credit will be applied within thirty (30) days of receipt of the Customer's credit request. Credits are exclusive of all applicable taxes. All credits issued under these Terms will be applied to the invoice for the month following the calendar day on which the Provider receives the Customer's credit request. Credits will only be applied to the fee for the Software affected by the downtime and cannot be used to offset fees incurred by the Customer for Professional Services.

APPENDIX 2 – SERVICE DESCRIPTION

The Sunhat app is a software application that enables companies to manage, query and communicate their sustainability data, documents and activities.

Functions of the software solution

- Projects: Centralization, processing and efficient response to individual sustainability inquiries.
- Library: Secure storage and structured management of relevant sustainability data and documents. Creation of suggested answers for topic-specific questions, e.g., in the context of reporting, certifications, and responses.
- Dashboards: Clear presentation of relevant sustainability data for analysis and control.
- Modules: Predefined requirements including official guidance, reporting templates, and tools for compliance with ESG standards.

APPENDIX 3 – Data Processing Agreement (DPA)

1. General remarks

(1) The Processor will process personal data on behalf of the Controller in the meaning of Article 4 (8) and Article 28 of Regulation (EU) 2016/679. This Agreement governs the rights and obligations of the parties in connection with the processing of personal data.

(2) Insofar as the term "data processing" or "processing" (of data) is used in this Agreement, it is taken as that defined in Article 4 (2) GDPR.

2. Subject matter of the Agreement

The subject matter, nature and purpose of the processing, the nature of personal data and the categories of data subjects are set out in **Annex 1** to this Agreement.

3. Rights and duties of the Controller

(1) The Controller is the responsible body within the meaning of Article 4 (7) GDPR for the processing of data on behalf of the Controller. Pursuant to section 4 (5) of this Agreement, the Processor has the right to inform the Controller if the Processor is of the opinion that the data processing is in breach of applicable statutory data protection law in this Agreement and/or an instruction. The Controller is prohibited from uploading any content for which they do not hold the rights necessary for the processing under this agreement or which could otherwise violate copyrights of these parties.

(2) The Controller shall be the person responsible for safeguarding the data subject's rights. The Processor shall promptly inform the Controller if data subjects claim their data subject's rights against the Processor.

(3) The Controller shall be entitled to issue supplementary instructions concerning the nature, scope and procedure of data processing to the Processor at any time. Instructions must be given in text form (e.g. email).

(4) Regulations concerning a possible remuneration of additional expenses incurred through supplementary instructions by the Controller for the Processor remain unaffected.

(5) The Controller shall promptly inform the Processor if he finds errors or irregularities in connection with the processing of personal data by the Processor.

(6) In the event of the obligation to provide information to Third Parties pursuant to Articles 33, 34 GDPR or any other statutory reporting obligation applicable to the Controller, the Controller shall be responsible for the fulfillment of those obligations.

4. General obligations of the Processor

(1) The Processor shall process personal data only within the framework of this Agreement and/or in compliance with possible additional instructions given by the Controller. Excluded from this are legal provisions, which potentially oblige the Processor to a different processing of data. In such a case, the Processor shall inform the Controller of these legal requirements before the processing, unless the law in question prohibits such notification on account of an important public interest. Purpose, nature and scope of data processing shall be governed exclusively by this Agreement and/or the instructions of the

Controller. Data processing deviating from this Agreement shall be forbidden, unless the Controller has given its written consent.

(2) The Controller shall generally carry out the data processing on behalf in member states of the European Union (EU) or the European Economic Area (EEA). The Controller is also permitted to process data outside the EU or EEA if appropriate subprocessors are used in the third country in compliance with the requirements of Section 10 and the requirements of Art. 44-48 GDPR are met or an exception within the meaning of Art. 49 GDPR exists.

(3) The Processor shall inform the Controller if the Processor is of the opinion that a Controller's instruction is in breach of statutory data protection laws. The Processor shall be entitled to suspend the implementation of the relevant instruction until it has been confirmed or amended by the Controller. Insofar as the Processor can demonstrate that processing according to the instructions of the Controller can lead to liability of the Processor according to Article 82 GDPR, the Processor is free to suspend further processing in this respect until the liability between the parties has been clarified.

5. Data protection officer of the Processor

(1) The Processor confirms that he has designated a data protection officer pursuant to Article 37 GDPR. The Processor shall ensure that the data protection officer has the necessary qualifications and expertise. The Processor shall communicate the name and contact details of his data protection officer to the Controller separately in text form.

(2) The duty of naming a data protection officer pursuant to section 1, may, at the Controller's discretion, cease to apply if the Processor can account for that he is not obliged by law to appoint a data protection officer and that company provisions exist which ensure that personal data are processed in compliance with the provisions of law, the provisions of this Agreement, and any such further instructions as the Client may give.

6. Notification obligations of the Processor

(1) The Processor shall inform the Controller immediately of each breach of statutory data protection laws or contractual agreements and/or the Controller's instructions which has occurred during the processing of the data by him or other persons involved in processing the data. The same shall apply to any violation of the protection of personal data which the Processor processes on behalf of the Controller.

(2) Furthermore, the Processor shall inform the Controller immediately if a regulatory authority pursuant to Art. 58 GDPR is operating against the Processor and this operation may also affect controlling of the processing which the Processor makes on behalf of the Controller.

(3) The Processor is aware that the Controller may be subject to a notification obligation pursuant to Articles 33 - 34 GDPR, which provides that notification must be made to the supervisory authority within 72 hours after detection. The Processor shall assist the Controller in implementing the notification obligations. The Processor shall notify the Controller, in particular, of any unauthorized access to personal data processed on behalf of the Controller, without delay, but at the latest within 48 hours of knowledge of such access. In particular, the notification of the Processor to the Controller shall include the following information:

- a description of the nature of the breach of the protection of personal data, indicating, as far as possible, the categories and approximate number of data subjects concerned, the categories concerned and the approximate number of personal data sets concerned;

- a description of the measures taken or proposed by the Processor to remedy the breach of the protection of personal data and, where appropriate, to mitigate its potential adverse effects.

7. Processor's obligation of cooperation

(1) The Processor shall assist the Controller in fulfilling his duty to respond to requests for the exercise of rights of the data subjects in accordance with Art. 12-23 GDPR. The provisions of section 11 of this Agreement shall apply.

(2) The Processor assists the Controller in compiling the lists of processing activities. The Processor must provide the Controller with the required particulars by suitable means.

(3) Taking into account the type of processing and the information available to him, the Processor shall assist the Controller in complying with the obligations set out in Articles 32-36 GDPR.

8. Regulation on mobile workstation

(1) The Contractor may allow its employees who are commissioned to process personal data for the Client to process personal data at mobile workstations outside the Contractor's business premises.

(2) The Contractor shall ensure that compliance with the contractually agreed technical and organizational measures is also guaranteed when using mobile workstations of the Contractor's employees. Deviations from individual contractually agreed technical and organizational measures must be agreed with the client in advance and approved by the client in text form.

(3) In particular, the Contractor shall ensure that when processing personal data at mobile workstations, the storage locations are configured in such a way that local storage of data on IT systems is excluded. If this is not possible, the Contractor shall ensure that local storage is exclusively encrypted and that other persons at the location of the respective mobile workstation do not have access to this data.

(4) The contractor is obliged to ensure that effective control of the processing of personal data on behalf of the client at mobile workstations is possible.

(5) If employees are also to be deployed at mobile workstations by subcontractors, the provisions of paragraphs 1 to 4 shall apply accordingly.

9. Supervisory powers

(1) The Controller has the right to monitor compliance with statutory laws regarding data protection and/or compliance of the regulations agreed between the Parties and/or compliance with the instructions of the Controller by the Processor at any time to the extent necessary.

(2) The Processor shall be obliged to provide the Controller with information to the extent necessary to carry out an inspection in the meaning of paragraph 1.

(3) The Controller may carry out the inspection within the meaning of paragraph 1 at the Contractor's business premises during normal business hours after prior notification with reasonable notice. The Controller shall ensure that the inspections are only carried out to the extent necessary in order not to disproportionately disrupt the Processor’s business operations as a result of the inspections. The parties

assume that an inspection is required no more than once a year. Further inspections must be justified by the client, stating the reason. In the event of on-site inspections, the Controller shall reimburse the Processor for the expenses incurred, including the personnel costs for the supervision and support of the inspectors on site to an appropriate extent. The basis of the cost calculation shall be communicated to the Controller by the Processor before the inspection is carried out.

(4) At the Processor's discretion, proof of compliance with the technical and organizational measures may also be provided instead of an on-site inspection by submitting a suitable, current certificate, reports or report extracts from independent bodies (e.g. auditors, internal audit, data protection officer, IT security department, data protection auditors or quality auditors) or a suitable certification, if the audit report enables the Controller to reasonably satisfy itself of compliance with the technical and organizational measures in accordance with Annex 3 to this Agreement. If the Controller has reasonable doubts about the suitability of the test document within the meaning of sentence 1, an on-site inspection may be carried out by the Controller. The Controller is aware that an on-site inspection in data centers is not possible or only possible in justified exceptional cases.

(5) The Processor shall be obliged to provide necessary information to the Controller in case of measures of a supervisory body against the Controller according to Art. 58 GDPR, especially regarding obligations of information and monitoring and to grant the competent supervisory body on-site inspections. The Processor shall inform the Controller about such relevant intended measures.

(6) The Parties agree that the control measures for the processing of personal data at mobile workplaces to protect the personal rights of other persons at these mobile workplaces shall primarily be carried out by monitoring the measures to be taken by the Processor in accordance with Section 8 (2) and (3). The Controller must also be given the opportunity to monitor the mobile workplaces of employees by the Processor on an ad hoc basis.

10. Subcontracting

(1) The Contractor shall be entitled to use the subcontractors specified in **Annex 2** to this Agreement for the processing of data on behalf of the Contractor. The change of subcontractors or the commissioning of further subcontractors is permitted under the conditions specified in paragraph 2.

(2) The Contractor shall carefully select the subcontractor and check before commissioning that the subcontractor can comply with the agreements made between the Client and the Contractor. In particular, the Contractor shall check in advance and regularly during the term of the contract that the subcontractor has taken the technical and organizational measures required under Art. 32 GDPR to protect personal data. In the event of a planned change of subcontractor or the planned commissioning of a new subcontractor, the Contractor shall inform the Client in text form in good time, but no later than 4 weeks before the change or new commissioning ("Information"). The client shall have the right to object to the change or new assignment of the subcontractor in text form within three weeks of receipt of the "Information", stating the reasons. The objection may be withdrawn by the client in text form at any time. In the event of an objection, the Contractor may terminate the contractual relationship with the Client with a notice period of at least 14 days to the end of a calendar month. The Contractor shall give reasonable consideration to the interests of the Client in the notice period. If no objection is made by the Client within three weeks of receipt of the "Information", this shall be deemed to constitute the Client's consent to the change or reassignment of the subcontractor concerned.

(3) The Contractor is obliged to obtain confirmation from the subcontractor that the latter has appointed a data protection officer in accordance with Art. 37 GDPR, insofar as the subcontractor is legally obliged to appoint a data protection officer.

(4) The Contractor shall ensure that the provisions agreed in this contract and any supplementary instructions of the Client also apply to the subcontractor.

(5) The Contractor shall conclude an order processing contract with the subcontractor that meets the requirements of Art. 28 GDPR. In addition, the contractor shall impose the same obligations on the subcontractor to protect personal data as are stipulated between the client and the contractor. The client shall be provided with a copy of the order processing contract upon request.

(6) In particular, the contractor shall be obliged to ensure by means of contractual provisions that the supervisory powers (Section 9 of this contract) of the client and supervisory authorities also apply to the subcontractor and that corresponding supervisory rights of the client and supervisory authorities are agreed. It must also be contractually stipulated that the subcontractor must tolerate these control measures and any on-site inspections.

(7) Services which the contractor uses from third parties as a purely ancillary service in order to carry out the business activity are not to be regarded as subcontracting relationships within the meaning of paragraphs 1 to 6. These include, for example, cleaning services, pure telecommunication services with no specific connection to services that the contractor provides for the client, postal and courier services, transportation services, security services. The contractor is nevertheless obliged to ensure that appropriate precautions and technical and organizational measures have been taken to ensure the protection of personal data, even in the case of ancillary services provided by third parties. The maintenance and servicing of IT systems or applications constitutes a subcontracting relationship requiring consent and order processing within the meaning of Art. 28 GDPR if the maintenance and testing concerns IT systems that are also used in connection with the provision of services for the client and personal data processed on behalf of the client can be accessed during maintenance.

11. Obligation of confidentiality

(1) When processing data on behalf of the Controller, the Processor shall be obliged to maintain confidentiality of data which he receives or obtains in connection with the data processing order.

(2) The Processor also warrants that the employees working on the data have been made known to applicable regulations of data protection and that they are bound to maintain data confidentiality.

(3) Proof for such an obligation for the employees pursuant to paragraph 2 must be presented to the Controller on request.

12. Protection of Data Subjects' rights

(1) The Controller is solely responsible for safeguarding data subjects' rights. The Processor is obliged to support the Controller in his duty to process requests from data subjects in accordance with Articles 12-23 GDPR. The Processor shall in particular ensure that the information required in this respect is provided to the Controller without delay so that the Controller is able to fulfil his obligations under section 12 (3) GDPR in particular.

(2) As far as a participation of the Processor for the protection of data subjects' rights by the Controller is necessary – especially regarding access, rectification, blocking or deleting –, the Processor will undertake the necessary measures on instruction by the Controller. Where possible, the Processor shall assist the Controller with appropriate technical and organizational measures to fulfil his obligation to respond to requests for the exercise of the data subjects' rights

(3) Provisions concerning remuneration of additional expenses incurred through participation of the Processor in connection with assertion of data subjects' rights against the Controller remain unaffected.

13. Confidentiality obligations

(1) Both Parties hereby undertake to treat all information received in connection with the processing of this Agreement indefinitely confidential and to use the information only for carrying out the Agreement. No Party has the right to use the information in part or as a whole for other than those mentioned purposes or to make this information available to Third Parties.

(2) The foregoing obligation shall not apply for information that one Party received demonstrably from Third Parties, without being bound by secrecy or which are publicly known.

14. Remuneration

The Processor's remuneration is provided for by way of a separate agreement.

15. Technical and organizational measures for data security

(1) The Processor shall pledge against the Controller to comply with all technical and organizational measures that are required for compliance with applicable data protection regulations. This includes, in particular the dispositions in Art. 32 GDPR.

(2) The technical and organizational measures as of the time at which this Agreement is made are attached as **Annex 3** to this contract. The Parties agree that changes to technical and organizational measures may be required to adapt to technical and legal requirements. The Processor will inform the Controller in advance and within a reasonable period of any material changes affecting the integrity, confidentiality or availability of personal data. The Processor may implement without consulting with the Controller measures that entail only slight technical or organizational changes and that do not negatively affect the integrity, confidentiality or availability of the personal data. The Controller may at any time request an up-to-date version of the technical and organizational measures taken by the Processor.

16. Term of the Agreement

(1) The Agreement shall commence upon signature and shall run for the duration of the main contract existing between the Parties for the use of the Processor’s services by the Controller.

(2) The Controller may terminate the Agreement at any time without notice if the Processor has committed a serious violation of the applicable data protection provisions or a breach of duties under this Agreement; the Processor is unable or unwilling to carry out an instruction of the Controller or denies access to the Controller or the competent supervisory authority in breach of the Agreement.

17. Termination

(1) Upon termination of the Agreement, the Processor must hand over or delete all documents, data, and final results of processing or use that are associated with the contractual relationship to the Controller. The erasure must be documented in a suitable manner. Any relevant legal obligations for the storage of data remain unaffected. Data carriers must be destroyed in the event of a destruction request by the Controller and at least security level 3 of the national standard DIN 66399 (Office machines - Destruction of data carriers - Part 1: Principles and definitions) must be observed. The destruction must be verified to the Controller with reference to the security level in accordance with DIN 66399.

(2) The Controller has the right to monitor the complete and contractual return or erasure of the data by the Processor. This may be done also by visual inspection of the data processing systems on the

Processor's business premises. The on-site monitoring is to be announced by the Controller with reasonable notice.

18. Final Provisions

(1) Should the property of the Controller be at risk at the Processor through measures of Third Parties (especially confiscation or seizure of property), by insolvency proceedings or other events, the Processor must inform the Controller immediately. The Processor will inform creditors immediately about the fact that the data are processed on behalf of the Controller.

(2) Written form is compulsory for ancillary agreements.

(3) Should individual parts of this Agreement be invalid, the validity of the Agreement's other provisions will not be affected thereby.

Annex 1 - Subject matter of the Agreement

1. Subject matter and purpose of the processing

The subject matter of the order is set out in the main contract.

The processing of personal data by the Contractor is carried out for the purposes agreed in the main contract, in particular the compliant use and guaranteed function of the Sunhat Software.

2. Type(s) of personal data

The following types or categories of personal data are generally collected, processed and used by the Processor:

- Surname
- First name
- Address (postal address)
- Email address
- Telephone numbers
- Customer behavior data
- Image data
- Contract data
- Data provided by the user in the platform (e.g. internal policies)
- Contract/billing data (bank, payment terms, invoice data, dunning data, correspondence/correspondence)
- System data (login, passwords, log data, IP address, user ID)

Special categories of personal data (e.g. health data, data on racial/ethnic origin) are not processed as part of the data processing relationship.

3. Categories of data subjects

The following groups of data subjects are subject to the order:

- Employees of the client/the controller

- Customers of the client/the controller

- Suppliers of the client/the controller

- Shareholder of the client/the controller

Annex 2 - Subcontractors

For the processing of data on behalf of the Controller, the Processor uses the services of Third Parties who process data on behalf of the Processor ("subcontractors").

These companies are:

Sub-processor	Address	Service provided	Server Location
AWS (via Render Services, Inc.)	38 Avenue John F. Kennedy, L-1855, Luxemburg	Hosting for servers and databases	European Union
Pendo.io, Inc.	418 South Dawson Street Raleigh, NC 27601, USA	Product Analytics	European Union
Cloudflare, Inc.	101 Townsend St, San Francisco, CA 94107 USA	Hosting Frontend, CDN, File Storage	European Union
Twilio Ireland Limited (Sendgrid)	25 – 28 North Wall Quay, Dublin 1, D01 H104 Ireland	Email Delivery Service	European Union
Functional Software, Inc. (Sentry)	45 Fremont Street, 8th Floor, San Francisco, CA 94105, USA	Error Tracking	European Union
ComDocks GmbH	Schopenstehl 13 c/o The Office Group 20095 Hamburg	Data Import	European Union
Intercom R&D Unlimited Company	124 St Stephen's Green, Dublin 2, Co. Dublin, D02 N960, Ireland	Help Center, Chat, Customer Service	European Union
Google Cloud EMEA Limited	70 Sir John Rogerson's Quay, Dublin 2, Ireland	AI-supported response and text generation & document processing	European Union
Mistral AI 952 418 325	15, rue des Halles 75001, Paris France	OCR, AI-supported response and text generation	European Union

PostHog Inc	2261 Market Street #4008 San Francisco, California 94114 United States	Product analyses	European Union
Langfuse GmbH	Gethsemanestr. 4, 10437, Berlin,	LLM Observability, Prompt Management, Evaluation	European Union
DigitalOcean LLC	105 Edgeview Drive, Suite 425 Broomfield, CO, 80021	Media Hosting	European Union

Annex 3
Technical and organizational measures of the Processor

The Processor shall undertake the following technical and organizational measures for data security in accordance with Art. 32 GDPR.

Confidentiality

Access Control

Technical measures	Organizational measures
Biometric authentication	Maintenance personnel mandated to be committed to data privacy
Key control system	Personnel control

System Access Control

Technical measures	Organizational measures
Authentication with password	Password policy
Automatic logoff procedures	
Automatic notification system in case of failure	
Automatic notification system when max. load is reached	
Automatic scaling of virtual systems	
Blocking external interfaces (e.g. USB)	
Disk encryption	
IT components have a clearly required performance	
Logging of logon procedures	
Securing the log data against alteration and loss	

Data Access Control

Technical measures	Organizational measures
Logging of data accesses	Assignment of administrator rights to a minimum number of persons
Logging of data deletion	Authorization concept differentiated according to processing purpose

User identification logging	Defined responsibilities for data backup
	Determination of authorized persons
	Differentiation of administrative tasks
	Distribution of administrator rights among different people
	Implementation of a role and authorization concept

Separation

Technical measures	Organizational measures
Differentiated authorizations for different transactions	Reasonable client separation
Transmission of data in pseudonymized form	Separation of production and test system

Pseudonymization & Encryption

Technical measures	Organizational measures
Encryption of databases	
Encryption of internet traffic	
Pseudonymization of data during further processing or transmission	

Integrity

Data Entry Control

Technical measures	Organizational measures
Logging of changes or corrections of stored data	
Logging of input during collection and addition of data	

Transmission Control

Technical measures	Organizational measures
Logging of transmission processes	
- Transmission of data in anonymized form	
- Transmission of data in pseudonymized form	

Availability and Resilience

Technical measures	Organizational measures
Automated creation of data backups	Backup and recovery concept
Load balancing of the servers	Contingency plan for restarting of servers and services
Load balancing of the services	Contingency plan in case of compromise
Redundant IT systems	Contingency plan in case of data loss
Regular testing of data recovery	

Procedure for the Regular Review, Assessment, and Evaluation

Technical measures	Organizational measures
Logging of all administrator activities	Appointment of a Data Protection Officer
Logging of deletion processes	Option to Request Corrections through Electronic Application
Logging of failed access attempts	Data Protection by Default
Automatic notification system at maximum utilization	Data Protection by Design
Automatic scaling of virtual systems	Definition of Automated Deletion Cycles
Locking of external interfaces (e.g. USB)	Definition of Mandatory Deletion Periods
Hard disk encryption	Documentation of Mandatory Deletion Periods
IT components have a clearly defined performance	Documentation of Contractual and Subcontractual Relationships
Logging of logon processes	Documentation of External Clients and Associated Data Areas
Securing log data against modification and loss	Documentation of the Nature, Scope, Circumstances, and Purposes of Processing
	Documentation of Security Measures (in the Record of Processing Activities)
	Documentation of Existing IT Infrastructure
	Documentation of Used Programs and Applications
	Establishment of a Procedure for Data Correction upon Request
	Independent Electronic Correction of Data by the Data Subject
	Employee Commitment to Compliance with GDPR Requirements

	Publication of Information on the Processing of Personal Data (e.g., online or as a notice)
	Random Checks to Verify the Effectiveness of Certain Measures
	Regular Manual Deletion of Unnecessary Data
	Procedures for Employee Offboarding
	Securing Log Data against Alteration and Loss