General terms and conditions
(23.02.2026)

§ 1   Scope

(1)   These General Terms and Conditions ("GTC") apply to all contractual relationships between clockin GmbH, Rektoratsweg 36, 48159 Münster (hereinafter "clockin") and its customers.

(2)   These GTC only apply if the contract partner is an entrepreneur (Section 14 (1) of the German Civil Code), a legal entity under public law or a special fund under public law. clockin does not conclude contracts with consumers as defined by Section 13 of the German Civil Code. The customer declares with his order that he is not a consumer.

(3)   The GTC of clockin apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent applies in any case, for example even if clockin performs the services without reservation in knowledge of the conditions.

(4)   These GTC shall apply to customers who are entrepreneurs for all future contractual relationships with the customer, even if these GTC are not expressly included again at a later date.

(5)   Individual agreements made with the customer in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

(6)   Legally relevant declarations and notifications by the customer with regard to the contract (e.g., setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g., letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

(7)   References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 2   Subject matter of the contract, changes in performance

(1)   The agreed scope of services is determined by the service description valid at the time of conclusion of the contract.

(2)   clockin is entitled to use third parties as subcontractors to provide the agreed services.

clockin GmbH • Rektoratsweg 36 • 48159 Münster • info@clockin.de • www.clockin.de • USt–IdNr.: DE320468881
Geschäftsführer: Frederik Neuhaus, Thomas Bittmann, Fabian Ebbert, Jonas Tünte • Handelsregister: Amtsgericht Münster, HRB 17578

1/19

(3)   clockin reserves the right to subsequently change or deviate from contractually agreed services if there is a technical, legal and/or economic necessity to do so. The change or deviation must be reasonable for the customer, taking into account the interests of clockin.

(4)   Insofar as the app or the services provided under the contract constitute a data processing service within the meaning of Art. 2 (8) of Regulation (EU) 2023/2854 ("**Data Act**"), the provisions of the Data Act Addendum ("**DAA**"), available at the following Link, shall apply.

(5)   The Data Processing Addendum, available at the following Link, ("**DPA**") is an integral part of this contract, unless the parties agree on a different data processing agreement or have already agreed on one. The DPA applies insofar as clockin processes personal data as a processor within the scope of the contractual services on behalf of and on the instructions of the customer within the meaning of Art. 28 of Regulation (EU) 2016/679 (General Data Protection Regulation, "**GDPR**"). The customer is entitled to request a separately signed DPA for documentation purposes at any time.

§ 3   Conclusion of contract

(1)   The presentation of services on the clockin website does not constitute a legally binding offer to conclude a contract, but rather a non-binding invitation for the customer to submit a legally binding offer. Customers can submit this offer by selecting the desired services and completing the order process or, alternatively, by making an offer in text form.

(2)   clockin may accept the offer within two days, starting from the day after the customer has submitted their offer, by means of the alternatives described below:

　　　a) clockin sends an order confirmation by e-mail. The time at which the order confirmation is received is decisive.

　　　b) clockin begins with the provision of the ordered services. The time at which the ordered services are available is decisive.

　　　c) clockin requests payment from the customer. The time at which the request for payment is received is decisive.

(3)   If the customer uses a payment method, where the payment instruction is given during the ordering process or by clicking the button that concludes the ordering process, or immediately after completion of the ordering process, clockin herby declares acceptance of the offer at the time the customer gives the payment instruction. Whether this is the case and, if so, for which payment methods, can be found in the terms of payment.

(4)   If several of the alternatives described above apply, the time of acceptance of the offer shall be determined by the alternative that occurs first.

(5)   If clockin does not accept the offer in time, it is considered rejected. The customer is then no longer bound to the offer, unless clockin informs the customer within two days that an extension of the acceptance period is necessary.

(6)   The Customer can check its entries at any time before placing an order and identify input errors. If necessary, the functions available in the browser or the app can be used to enlarge the display of the entries. The entries can be corrected with the help of the correction aids provided in the ordering process. The ordering process can be canceled at any time before placing an order by closing the browser or the app.

(7)   The contract text is saved by clockin after the contract is concluded and is accessible to the customer via the dashboard.

§ 2   Term of contract; termination

(1)   The term of the contract is determined by the service description of the booked package and any additional services, as applicable at the time the contract is concluded. The contract shall be extended in each case by the term of the booked package if it is not terminated before the end of the term subject to a notice period of one month to the end of the term.

(2)   A corresponding declaration at least in text form is sufficient for termination. The customer is required to use the termination option in the customer area (termination button).

(3)   The right of both parties to extraordinary termination without notice for good cause at any time remains unaffected. Good cause shall be deemed to exist in particular if clockin or the customer intentionally or negligently breaches an essential obligation under the contract and the terminating party can no longer be reasonably expected to adhere to the contract.

(4)   According to this, clockin is entitled in particular to extraordinary termination of the contract without notice,

    a) if the customer violates the provisions of Section 6 and does not cease his acts of violation within a reasonable period of time, if clockin has previously warned him to cease these acts of violation;

    b) if the customer is in default of payment of the agreed remuneration for two consecutive dates or of a not insignificant part thereof;

    c) if the customer is in default of payment of the package price in a period extending over more than two dates in an amount equal to the package price for two months.

(5)   If a trial period has been agreed, the customer may test the booked package for the agreed period and to the agreed extent without obligation and free of charge. The trial period ends

automatically without the need for termination. Any warranty rights for services provided free of charge are excluded.

§ 3   Remuneration, terms of payment

(1)   The amount of remuneration is determined by the respective offer of clockin.

(2)   Unless otherwise agreed, the agreed remuneration shall be due immediately upon conclusion of the contract.

(3)   Costs according to expenditure are settled with the respective invoice for the past month and are due after invoicing.

(4)   The details of the payment process depend on the payment method selected by the customer and the payment service provider used. The customer will be informed about the payment service provider used and its contractual terms and conditions during the ordering process or later when selecting the desired payment method.

(5)   The customer is obliged to provide and keep up-to-date a valid means of payment corresponding to the selected payment method during the entire term of the contract.

(6)   If the payment method "invoice" is selected, clockin reserves the right to perform a credit check.

(7)   If direct debit is selected as payment method, clockin will debit the amount due on the due date from the customer's account. If the customer agrees to a contract term of twelve (12) or 24 months, the contract must be paid in advance, unless otherwise agreed. The customer provides clockin with a corresponding direct debit authorization upon conclusion of the contract.

(8)   Invoices are provided exclusively as online invoices in a common electronic format.

(9)   Unless otherwise indicated, all prices are net plus the legally applicable sales tax, if this is to be stated.

§ 2   Obligations of the customer

(1)   The customer must protect the access data transmitted to them against access by third parties and keep it safe in accordance with the state of the art.

(2)   The customer is obligated to provide their contract data correctly and completely and to inform clockin immediately of any changes.

(3)   The customer will ensure that use is limited to the contractually agreed scope. Unauthorized access must be reported to clockin immediately.

(4)   The customer is obliged not to store any data on the storage space provided that violates applicable law, official orders, third-party rights or agreements with third parties.

(5) The customer assures that they have the necessary rights to the data entered by them within the scope of the applications provided by clockin. clockin accepts no liability in this regard. The customer indemnifies clockin upon first request from all costs incurred as a result of a violation of rights by data entered by the customer. This also includes the costs of legal prosecution. In particular, the customer undertakes to collect and process the data entered by them in compliance with data protection regulations, i.e. in accordance with the BDSG (German Federal Data Protection Act) and the GDPR, and warrants that they are authorized to transfer the data to clockin.

(6) The customer will check the data for viruses or other harmful components before storing or using it in clockin's applications and will use state of the art measures (e.g., virus protection programs) for this purpose.

(7) clockin offers the customer functions for automatic and manual data backups. However, the customer is responsible for the sufficient backup of the data stored at clockin and must create his own backup copies, which allow an independent recovery of the data.

§ 3   App and web platform

(1) clockin offers its customers an app or an internet platform accessible via a standard web browser for time tracking, work documentation, and other processes (hereinafter referred to as "app"). The app and the required storage space are provided exclusively via the Internet.

(2) The subject matter of the service is the granting of the use of the app in the company or in the customer's organization via the Internet, limited to the duration of the contract, as well as the provision of storage space on clockin's servers.

(3) clockin grants the customer the use of the respective current version of the app for the agreed number of authorized users via the Internet.

(4) clockin guarantees the functionality and availability of the app for the term of the contractual relationship and will maintain it in a condition suitable for contractual use. The functional scope of the app as well as the conditions of use are set out in the service description.

(5) clockin may update and further develop the app at any time and, in particular, adapt it due to a changed legal situation, technical developments, or to improve IT security. In doing so, clockin will appropriately consider the legitimate interests of the customer. However, clockin is not obliged to further develop the app. clockin will regularly perform maintenance on the applications and inform the customer of this in a timely manner.

(6) clockin is not obliged to adapt the app to the individual needs or IT environment of the customer, unless the parties have agreed otherwise.

(7)   The customer remains the owner of the data stored on clockin's servers and may request their return at any time. The provisions of the DAA remain unaffected.

(8)   The app is not physically transferred to the customer.

(9)   The Customer shall receive the simple, i.e. non-sublicensable and non-transferable right of use, limited in time to the duration of the contract, to use the app in accordance with the following provisions for the respective current version of the app for the contractually defined number of users and the agreed scope of functions.

(10)   The customer is prohibited from (and may not allow any third party to):

a) distributing, selling, sublicensing, renting, leasing, or using the app or documentation (or any part thereof) as part of a temporary provision, a service company, hosting, or for service providers or similar purposes (unless expressly permitted herein);

b) modifying the documentation (in whole or in part) or creating a work derived from the documentation (or any part thereof), except for the customer's internal purposes or if clockin has expressly agreed to this in writing, or

c) performing vulnerability scans, penetration tests, or other security tests, including network discovery, port and service identification, password cracking, and remote access tests, on clockin's systems or the App, unless clockin has expressly agreed to such testing in advance in writing.

d) modifying, editing, or redesigning any part of the App, disassembling, decompiling, or reverse engineering it (this prohibition also applies, among other things, to the examination of data structures or similar materials generated by programs) or to access and use the services to create or support computer programs or services that compete with clockin and/or to assist third parties in such creation and support;

e) removing product labels, proprietary, copyright, or other notices in the documentation;

f) accessing libraries, data, or databases that are integrated into the app or provided with it by means other than the app itself; or

g) publicly distributing performance data or analyses (including, but not limited to, benchmarks) related to the app or the documentation, regardless of their origin.

(11)   The customer may only use the app within the scope of its own business activities by its own personnel. Use by subcontractors of the customer is permitted, provided they are licensed accordingly. However, the customer is not permitted to use the app in any other way.

(12)   The customer is obliged to identify and authenticate all users, to control these users' access

to the software, to prevent unauthorized access by users, and to maintain the confidentiality of user names, passwords, and user account information. The Customer shall ensure that users' access data for online access is secured against access by unauthorized third parties by taking appropriate measures.

§ 2 Support and availability

(1)   clockin sets up a support service for customers for inquiries regarding the functions of the app. Inquiries can be submitted via the support center set up on the clockin website. Inquiries will be processed in the chronological order in which they are received.

(2)   clockin guarantees an availability of the software of at least 99 % per month at the point of delivery. The point of delivery is the router exit of clockin's data center or that of a third party contracted by clockin to provide the data center.

(3)   Availability is defined as the customer's ability to use all main functions of the app. Maintenance periods that are announced in advance, as well as periods of disruption that comply with the repair time and periods of disruption due to force majeure or failures beyond clockin's control, are considered periods of app availability. Times of insignificant malfunctions are not taken into account when calculating availability. For the proof of availability, the measuring instruments of the provider in the data center are decisive.

(4)   The customer must report malfunctions immediately. Malfunction reporting and rectification is guaranteed Monday to Friday (excluding national holidays) between 10:00 a.m. and 4:00 p.m. CET (service hours). Outside these hours, support is not guaranteed, and clockin does not guarantee that problems reported outside service hours can be resolved at short notice.

§ 3 Consulting services and trainings

(1)   Consulting services, including trainings, provided by clockin are services pursuant to Sections 611 ff. of the BGB (German Civil Code). The achievement of a specific economic success is not owed.

(2)   clockin conducts trainings at the times specified in the offer in the agreed manner (e.g., on-site or via video conference). The number of participants is limited and is also defined in the offer.

(3)   When providing consulting services, clockin is generally free to determine the time and place - unless expressly agreed otherwise. However, clockin will take the customer's business needs into account and will endeavor to be available when the customer's business operations require it, subject to prior and timely agreement and availability.

(4)   Unless expressly agreed otherwise, the customer is not entitled to record consulting services in the form of audio and video recordings.

§ 4   Cancellations

(1)   As soon as clockin has confirmed the customer's order for a service on a specific date (e.g., for on-site training and consulting), this date will be reserved for the customer.

(2)   In the event of cancellation or non-attendance by the customer, clockin's claim to remuneration remains unaffected, without clockin being obliged to provide subsequent performance. However, clockin must consider the value of what clockin saves as a result of the non-performance or acquires through other use of its services or maliciously refrains from acquiring.

(3)   In these cases, clockin may calculate the amount of remuneration in consideration of the following list according to the proximity of the time of cancellation to the contractually agreed date as follows in relation to the agreed remuneration:

a) Cancellations are possible free of charge up to five business days before the start of the service.

b) In the event of cancellation by 12:00 noon on the business day preceding the start of the service, 50 % of the agreed remuneration shall be due.

c) In case of later cancellation or no-attendance, the entire payment will be due.

(4)   Travel and accommodation costs must be reimbursed by the customer in the event of a late cancellation, insofar as they have actually been incurred.

(5)   The customer is entitled to prove that clockin has saved a higher amount as a result of the omission of the service or has acquired or maliciously refrained from acquiring it through other use of its services.

§ 5   Warranty

(1)   If the customer discovers defects in the app, the customer must notify clockin immediately.

(2)   The customer shall not be entitled to claim a reduction by deducting the amount of the reduction from the current remuneration on their own initiative. The customer's claim under the law of unjust enrichment to reclaim the portion of the remuneration paid in excess due to a justified reduction remains unaffected by this.

§ 6   Use of artificial intelligence (AI)

(1)   Within the scope of the app offered by clockin, the customer can use AI tools to support and automate certain processes. AI-based functions include chatbots, text recognition, and analysis tools.

(2)   The customer undertakes to review the results of the AI tools and to decide on their own responsibility whether and in what form these are integrated into their own business processes. The customer is aware that the use of AI tools involves particular risks, especially with regard to automated decisions and recommendations for action. clockin accepts no liability for damages resulting from reliance on the results of the AI tools.

(3)   clockin may change, further develop, or discontinue the use of AI tools at any time. clockin will inform customers in good time of any significant changes that could significantly affect the use of the app.

§ 7   Liability

(1)   Unless otherwise stated in these GTC, clockin is liable for any breach of contractual and non-contractual obligations according to the statutory regulations.

(2)   clockin is liable for damages, regardless of the legal basis, within the scope of fault liability for intent and gross negligence. In the case of simple negligence, clockin is liable, subject to statutory liability restrictions (e.g., diligence in own affairs, insignificant breach of duty etc.), only for

   a) for damages resulting from injury to life, body or health and

   b) for damages resulting from the breach of an essential contractual obligation (an obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies on and may rely). In this case, however, clockin's liability is limited to compensation for foreseeable, typically occurring damages.

(3)   The limitations of liability resulting from paragraph subsection 2 also apply to breaches of duty by or in favor of persons whose fault clockin is responsible for according to legal regulations. They do not apply if clockin has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods and for claims of the customer according to the Product Liability Act.

(4)   Due to a breach of duty that does not consist of a defect, the customer may only withdraw from or terminate the contract if clockin is responsible for the breach of duty. A free right of termination by the customer (in particular according to Sections 650, 648 BGB (German Civil Code)) is excluded. In all other respects, the statutory requirements and legal consequences apply.

§ 8   Confidentiality

(1)   The parties agree to maintain confidentiality regarding confidential information.

(2)   This obligation does not apply to confidential information,

  a)   which was demonstrably already known to the recipient at the time the contract was concluded or subsequently become known to it from a third party, without this violating a

9/19

clockin GmbH • Rektoratsweg 36 • 48159 Münster • info@clockin.de • www.clockin.de • USt–IdNr.: DE320468881
Geschäftsführer: Frederik Neuhaus, Thomas Bittmann, Fabian Ebbert, Jonas Tünte • Handelsregister: Amtsgericht Münster, HRB 17578

confidentiality agreement, statutory provisions or official orders;

b)   which is public knowledge at the time of the conclusion of the contract or made public thereafter, provided this is not based on a breach of this contract;

c)   which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obliged to disclose shall inform the other party in advance and give it the opportunity to object to the disclosure.

(3) The parties shall only grant access to confidential information to advisors who are subject to professional secrecy or who have previously been subject to obligations corresponding to the confidentiality obligations of this agreement. Furthermore, the Parties shall disclose the Confidential Information only to those employees who need to know it for the performance of this agreement and shall also oblige such employees to maintain confidentiality to the extent permitted by employment law for the period after their departure.

§ 9   Processing of anonymized data for own purposes

(1)   clockin is entitled to process data generated in connection with the use of the app offered by clockin in anonymized form for its own purposes. The data is processed in particular for the purpose of compiling statistics on industry averages, working hours, and similar evaluations, as well as for the publication of anonymous market analyses without reference to individual customers.

(2)   The customer may object to the processing of anonymized data generated in connection with their use of the services offered by clockin at any time. An objection shall not affect the fulfillment of the contract or the use of the services offered by clockin. The customer may submit their objection in writing or by email to the contact details provided in the legal notice.

§ 10   Reference naming

clockin is entitled to name the customer as a reference customer on its website and in other media for marketing purposes. This includes, in particular, the name, industry and logo of the customer. The customer grants clockin the necessary rights for this purpose. The customer may object to being named as a reference customer at any time.

§ 11   Reservation of changes, price adjustment

(1)   clockin is entitled to amend these GTC, including the annexes and contractual components referred to herein, as far as this is necessary to eliminate subsequent equivalence disruptions or to adapt to the current state of the art, changed legal framework conditions or relevant case law and is

reasonable for the customer.

(2)   clockin will send the customer the amended terms in text form and specifically point out the new regulations. At the same time, clockin will grant the customer a reasonable period of time to declare whether they accept the amended terms for further use of the services. If no declaration is made within this period, the amended terms and conditions are deemed to be agreed upon. clockin will explicitly point out this legal consequence to the customer at the beginning of the period.

(3)   clockin is entitled to adjust the prices agreed with the customer at its reasonable discretion to the development of costs that are decisive for the price calculation. According to the upward or downward cost development, clockin will reduce or increase the prices accordingly. For example, costs for operation and maintenance of the IT infrastructure, personnel costs, sales and marketing costs as well as financing costs, taxes and other duties are relevant for the price calculation. clockin will consider a price increase, for example, if the cost development leads to an increase in the total costs for the provision of the agreed services. clockin will inform customers of planned price adjustments in a timely manner. Price adjustments will become effective for the next billing period at the earliest. The customer's ordinary right of termination remains unaffected.

§ 12   Country-specific terms

(1)   For customers residing outside the European Union and/or Germany, country-specific terms as attached to these GTC may apply in addition to these GTC.

(2)   In the event of a conflict between these GTC and any country-specific terms, the country-specific terms shall prevail.

§ 13   Final provisions

(1)   Should individual provisions of this contract be invalid, this shall not affect the validity of the remaining provisions. The parties shall endeavor to find a provision to replace the invalid provision that most closely approximates the legal and economic intent of the contract.

(2)   Offsetting is only permitted against undisputed or legally established claims of the provider.

(3)   The parties may transfer this contract and rights and obligations hereunder to a third party only with the prior written consent of the other party.

(4)   If the customer is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business (Kaufmann within the meaning of Section 1 (1) HGB (German Commercial Code)) or is a legal entity or special fund organized under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between clockin and the customer is the registered office of clockin. The same applies if the customer is an

entrepreneur within the meaning of Section 14 BGB (German Civil Code).

(5)   However, clockin is also entitled in all cases to bring an action at the place of performance of the service according to these GTC or a prior individual agreement or at the general place of jurisdiction of the customer. Superior statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected by this.

(6)   The law of the Federal Republic of Germany shall apply.

clockin GmbH • Rektoratsweg 36 • 48159 Münster • info@clockin.de • www.clockin.de • USt–IdNr.: DE320468881
Geschäftsführer: Frederik Neuhaus, Thomas Bittmann, Fabian Ebbert, Jonas Tünte • Handelsregister: Amtsgericht Münster, HRB 17578

12/19

Annex: Country Specific Terms

1. UK Addendum to GTC

This UK Addendum to GTC ("**UK Addendum**") applies to all contractual relationships between clockin GmbH, Rektoratsweg 36, 48159 Münster, Germany ("**clockin**") and entities established under the laws of England and Wales (each, a "**Customer**"). Capitalized terms used but not defined in this UK Addendum have the meanings ascribed to them in the General Terms and Conditions ("**GTC**"). Except as modified by this UK Addendum, the terms of the GTC will remain in full force and effect. In the event of any conflict or inconsistency between this UK Addendum and the GTC, this UK Addendum will control and supersede the GTC. The GTC, as modified by this UK Addendum, and any and all ordering documents concerning the app or services provided by or on behalf of clockin (collectively, including the app, "**Services**") will be collectively referred to herein as the "**Agreement**."

1. ***Governing Law; Jurisdiction; Excluded Laws***. Sections 19(4) to 19(6) of the GTC are hereby deleted in their entirety and replaced with the following:

   a. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

   b. Without limiting the generality of section 1 of this UK Addendum, any obligations imposed on clockin pursuant to (a) the GTC, that refer to the German Civil Code, the German Commercial Code, the Data Act, or statutory formal requirements; or (b) the DAA, are inapplicable with respect to Customer.

2. ***Language and Interpretation.***

   a. Sections 1(2) of the GTC are hereby deleted in their entirety. The Services are intended for business and professional use only and are not suitable for use by individuals in their personal capacities.

b. Section 1(3) of the GTC is hereby deleted in its entirety. The English-language versions of the GTC and of this UK Addendum control.

c. Section 1(7) of the GTC is hereby deleted in its entirety.

3. ***Pilot Use; Warranty***

a. Section 4(5) of the GTC is hereby deleted in its entirety. During any pilot, beta, proof of concept, evaluation, or free trial period (collectively, "**Pilots**"), the Services are provided "AS IS" and "AS AVAILABLE," and, to the maximum extent permitted by applicable law, clockin disclaims all warranties (express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement (collectively, "**Warranties**")).

b. Sections 11(2) and 7(4) of the GTC are hereby deleted in their entirety. Outside of Pilot, clockin will provide the Services materially in accordance with the service description valid at the time of conclusion of the contract ("**Documentation**"). Customer's sole and exclusive remedy, and clockin's sole liability, with respect to any failure by clockin to provide the Services materially in accordance with the Documentation and Section 8 of the GTC is for clockin to use commercially reasonable efforts to repair the affected part of the Services so that they are available in accordance with the Documentation, and clockin disclaims all other Warranties.

4. ***Indemnification.*** Customer will defend, indemnify, and hold harmless clockin and its affiliates, and its and their respective officers, directors, employees, contractors, agents, successors, and assigns (collectively, including clockin, the "**clockin Parties**"), from and against any and all losses, liabilities, damages, demands, claims, costs, payments, and expenses (including any and all reasonable attorneys' fees) as incurred, arising out of or in connection with any claim, action, or proceeding by a third party against any of the clockin Parties arising out of or relating to: (a) Customer data or inputs, (b) use of or access to the Services in breach of applicable law, and (c) gross negligence or willful misconduct.

5. ***Limitation of Liability***

a. Section 13 of the GTC is hereby deleted in its entirety.

b. Subject to section 5.c of this UK Addendum, clockin will not be liable to Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss arising under or in connection with the Agreement in conditions that fall into any of the following categories:

      i.   loss (whether direct or indirect) of profit, goodwill, business, business opportunity, revenue, turnover or reputation;

     ii.   loss (whether direct or indirect) of anticipated saving or wasted expenditure; loss of or damage to data; or

    iii.   any special, indirect or consequential damage or loss, costs or expenses.

  c. Nothing in the Agreement excludes or limits clockin's liability for death or personal injury caused by clockin's negligence, or for fraud or fraudulent misrepresentation.

  d. clockin's total aggregate liability in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, in respect of all claims arising under or in connection with the Agreement shall not exceed:

      i.   the amount of fees paid by Customer to clockin under the Agreement; or

     ii.   in the case of an event in giving rise to a claim during the Pilots, £10.

6. **_Survival_.** The provisions of this UK Addendum will survive any termination of the contractual relationship between the parties.

7. **_Termination._** Section 4(3) of the GTC is hereby deleted in its entirety. Without prejudice to any other rights and remedies available to it, either party may terminate the Agreement at any time with immediate effect on giving notice in writing to the other party, if that other party:

  a. is in material or persistent breach of any of the terms of the Agreement and either that breach is incapable of remedy, or, if capable of remedy, the other party fails to remedy the breach within thirty (30) days after receiving written notice requiring it to remedy the breach; or

  b. is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

8. **_General._** The following provisions of this UK Addendum expressly override sections 19(1) – (3) of the GTC:

a. Customer may not transfer, assign, charge or otherwise deal in the Agreement, or any of Customer's rights or obligations arising under the Agreement, without clockin's prior written consent.

b. Neither party shall be liable to the other party for any delay or non-performance of any of its obligations under the Agreement arising from any cause beyond its control including, without limitation, any of the following: telecommunications failure, Internet failure, act of God, act of a third party unless an approved sub-contractor of clockin, governmental act, war, fire, flood, explosion, or civil commotion. Notwithstanding the foregoing, nothing in this clause shall excuse Customer from any payment obligation under the Agreement.

c. Other than as expressly stated in the Agreement, a person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

d. No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

e. If any provision of the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions of the Agreement shall not be prejudiced.

f. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

2. U.S. Addendum to GTC

This U.S. Addendum to GTC ("**U.S. Addendum**") applies to all contractual relationships between clockin GmbH, Rektoratsweg 36, 48159 Münster, Germany ("**clockin**") and entities established under the laws of the United States (each, a "**Customer**"). Capitalized terms used but not defined in this U.S. Addendum have the meanings ascribed to them in the General Terms and Conditions ("**GTC**"). Except as modified by this U.S. Addendum, the terms of the GTC will remain in full force and effect. In the event of any conflict or inconsistency between this U.S. Addendum and the GTC, this U.S. Addendum will control and supersede the GTC. The GTC, as modified by this U.S. Addendum, and any and all ordering documents concerning the app or services provided by or on behalf of clockin (collectively, including the app, "**Services**") will be collectively referred to herein as the "**Agreement**."

1. ***Governing Law; Venue.*** The Agreement and the parties' contractual relationship will be governed by the laws of the State of New York, without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York for any dispute arising out of or relating to the Agreement. This provision expressly overrides Sections 19(4)-(6) of the GTC.

2. ***Excluded Laws.*** Without limiting the generality of Section 1 of this U.S. Addendum, any obligations imposed on clockin pursuant to (a) the GTC, that refer to the German Civil Code, the German Commercial Code, or the Data Act or (b) the DAA or the DPA are inapplicable with respect to Customer. Data protection for Customer will instead be governed by a separate US data protection agreement, if executed by the parties, or by any privacy and security terms referenced in the applicable ordering document.

3. ***Pilot Use; Warranty***

   a. Section 4(5) of the GTC is hereby deleted in its entirety. During any pilot, beta, proof of concept, evaluation, or free trial period (collectively, "**Pilots**"), the Services are provided "AS IS" and "AS AVAILABLE," and, to the maximum extent permitted by applicable law, clockin disclaims all warranties (express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement (collectively, "**Warranties**")).

b. Outside of Pilot, clockin will provide the Services materially in accordance with the service description valid at the time of conclusion of the contract ("**Documentation**"), and clockin disclaims all other Warranties.

4. *Indemnification.* Customer will defend, indemnify, and hold harmless clockin and its affiliates, and its and their respective officers, directors, employees, contractors, agents, successors, and assigns (collectively, including clockin, "**clockin Parties**"), from and against any and all losses, liabilities, damages, demands, claims, costs, payments, and expenses (including any and all reasonable attorneys' fees) as incurred, arising out of or in connection with any claim, action, or proceeding by a third party against any of the clockin Parties arising out of or relating to: (a) Customer data or inputs, (b) use of or access to the Services in breach of the Agreement, the Documentation, or applicable law, and (c) gross negligence or willful misconduct.

5. *Limitation of Liability*

a. Section 13 of the GTC is hereby deleted in its entirety.

b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO (i) A PARTY'S WILLFUL MISCONDUCT; (ii) EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 14 of the GTC; (iii) OBLIGATIONS UNDER SECTION 5 OF THIS U.S. ADDENDUM; AND (iv) ANY AMOUNTS OWED OR PAYABLE TO CLOCKIN IN CONNECTION WITH THE SERVICES: (A) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, PROFITS, OR DATA), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE CLOCKIN PARTIES UNDER OR IN CONNECTION WITH THE AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), AND STRICT LIABILITY, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THE FOREGOING

LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6. ***Survival.*** The provisions of this U.S. Addendum will survive any termination of the contractual relationship between the parties.