

Terms of Use

of Omikron Data Quality GmbH
Habermehlstraße 17, 75172 Pforzheim

Version 2.0 (valid as of 2026-01-01)

§ 1 Subject matter

- (1) These terms of Use apply to all contracts for the use of Omikron's software solutions ("Software") within the framework of a SaaS model.
- (2) The scope of functions of the current version of the software is set out in the service description at www.fact-finder.com/landing-page/contract-related-documents.html.
- (3) Customer-specific documents (order form, communication data, DPA) are always an integral part of the contract.
- (4) Any deviating terms and conditions of the Customer do not apply.

§ 2 Conclusion of contract

- (1) Unless expressly designated as binding, price indications from Omikron are non-binding. Product catalogs, samples, price lists, and the like do not constitute binding offers.
- (2) Unless otherwise stated, Omikron is bound by a binding order form for three weeks from the date of the offer.
- (3) A contract is concluded when the Customer signs the order form.
- (4) Any amendment to the order by the Customer is deemed a rejection of the original order form and the submission of a new order form by the Customer. If Omikron does not accept this new order in writing within three weeks of its receipt, no contract is concluded.
- (5) Omikron always retains its rights to price quotations and all other documents, in particular ownership rights, copyrights, and all other rights of use, reproduction, or exploitation. The Customer may not make them available to third parties without express consent. If no contract is concluded, all documents must be returned to Omikron upon request.

§ 3 Services

- (1) The Customer receives the necessary access data from Omikron for the use of the Software as an executable program. The source code of the Software is not part of the contract.
- (2) During the term of the contract (§ 15), Omikron will provide the following accompanying services, the scope of which depends on the selected service level ("Essential" or "Enterprise"):

(a) Hosting of the Software (§ 7)

(b) Support (§ 8)

(c) Troubleshooting (§ 9)

(d) Updates (§ 10)

(3) Insofar as agreed, Omikron provides additional services ("Professional Services"). These are technical services for the Customer to individually configure the Software, for example, upon conclusion of the contract, as well as license extensions and consulting and training services.

(4) The dates on which individual Professional Services are to be provided will be agreed individually with the Customer. Any absences of the required personnel due to vacation or illness may require a change of date.

(5) All information provided by Omikron regarding the expected time and costs of an ordered service are estimates based on the conditions stated by the Customer and are non-binding, unless they are designated as binding. The same applies to information about delivery and performance dates.

(6) At the beginning of the contract the Customer specifies persons who are authorized to request services and whom Omikron can contact in case of queries. Changes to the contact data are updated by the Customer in a timely manner. If the Customer fails to do so, Omikron is not liable for any delays in performance and reserves the right to charge the Customer for any resulting expenses.

(7) Both parties are released from their respective contractual obligations insofar as they are unable to fulfill them due to force majeure. Force majeure refers to circumstances beyond the control of the affected party, e.g. strikes, epidemics, natural disasters, failures of energy supply or technical infrastructure as well as riots, terrorist attacks or acts of war.

§ 4 Loop54 and Subcontractors

(1) Omikron regularly uses the affiliated company The Loop54 Group AB, Barnhusgatan 20, 111 23 Stockholm, Sweden, for the provision of services. Unless expressly provided otherwise, the term "Omikron" therefore includes Loop54 and the provisions of this Agreement equally apply to Loop54. In this case, Omikron remains responsible for fulfilling the obligations arising from this contract.

(2) Omikron is entitled to have individual services performed by third parties. As far as necessary for the proper fulfillment of the contractual obligations, these third parties may be given access to documents, information and data of the Customer within the framework of the data protection regulations. The subcontractors currently commissioned by Omikron are listed on Omikron's website at www.factfinder.com/landing-page/contract-related-documents.html.

(3) Even when using Loop54 or third parties, Omikron remains responsible for the fulfillment of its contractual obligations.

§ 5 Copyright and right of use

§ 5.1 Software

(1) The software is subject to Omikron's copyright. Omikron grants the Customer the non-exclusive and non-transferable right to use the software for its intended purpose during the term of the contract.

- (2) The Customer may use the software on the domains specified in the order form.
- (3) The Customer immediately notifies Omikron of all domains used by them and not yet named in the order form, as well as any subsequent changes. In the event of delayed or completely missing notifications, Omikron reserves the right to subsequently charge for the use contrary to the order form.
- (4) Use of the software outside the limits specified in paragraph 2 is not permitted. However, the Customer may agree on a license change with Omikron at any time.
- (5) The Customer is not allowed to make the Software available to third parties against payment or free of charge and must prevent unauthorized access by taking appropriate precautions. The Customer will inform Omikron immediately if he becomes aware of such access attempts.
- (6) The Customer is liable for all damages incurred by Omikron from a culpable violation of the right of use.

§ 5.2 Documents

- (1) All documents created for the Customer or otherwise provided to the Customer, even temporarily, are subject to Omikron's copyright.
- (2)) Insofar as the documents have been created by Omikron specifically for the Customer, the Customer receives the irrevocable and exclusive right to use and exploit the documents and the information contained therein as desired.
- (3) Regarding all other documents that have been permanently provided to the Customer, they only receive a non-exclusive right for its own use which in particular does not include any reproduction, distribution or other exploitation.

§ 6 Scope of use of the software

- (1) The scope of the right of use of the Software follows from the license as agreed in the order form.
- (2) In order to determine the volume actually used, Omikron will on the first business day of each month check the log files in which the queries sent to the Software are stored. The basis for calculation is the number of managed article-data sets as well as the average search volume of the preceding twelve months, alternatively the elapsed term of the contract as long as it is shorter.
- (3) The Customer will not use the external cache of its online shop for search queries with the software.
- (4) If the volume actually used exceeds the licensed scope of use, Omikron will inform the Customer. The monthly additional usage will be invoiced to the Customer retroactively per quarter. If the averaged additional use per quarter is more than 30% of the agreed scope of use, the Customer will be ranked in the appropriate license category at the beginning of the next month. If the volume actually used falls below the licensed scope of use, this does not automatically lead to a downgrade.
- (5) Search queries within the meaning of the license are all queries sent to the software and processed by it. Queries generated by modules of the software (e.g., navigation) are not counted.

§ 7 Hosting of the software

(1) Omikron provides the Customer with the Software and storage space for its own data on a server for use of the software via the Internet.

(2) The availability of the server is 99.5% (SL "Essential") or 99.9% (SL "Enterprise") per month. Periods in which access to the server is limited due to maintenance work or disruptions not attributable to Omikron do not count towards this value and thus do not constitute downtime. As far as possible Omikron will inform the Customer about planned maintenance two weeks in advance by email to the designated contact persons.

(3) Downtime begins at the point in time when the hosting service is no longer accessible or no longer responds to requests. Downtime ends as soon as Omikron has eliminated the malfunction and the hosting service is available to the Customer again. There will be no explicit notification when the malfunction is eliminated.

(4) For each month in which the level of availability promised in para. 2 is not achieved, the Customer will be credited with the hosting fee of 20% (SL "Essential") or 30% (SL "Enterprise") of the total costs for the use of the software (excl. Professional Services) as specified in the order form upon request.

(5) The setup of the hosting service can be adjusted for a temporary higher load for a charge. A corresponding agreement must be requested by the Customer in writing from Omikron at least three weeks before the adjustment, stating the extent and duration of the expected additional load (e.g., Black Friday, special sales promotions, Christmas business).

(6) To the extent necessary to fulfill contractual obligations, the Customer allows Omikron to technically and/or organizationally manage its data.

(7) The entry, maintenance, and backup of the data required to the use the software is the sole responsibility of the Customer. Omikron therefore is liable for any damage to the Customer's data only insofar as Omikron's fault can be proven. Liability is excluded for damage to data that the Customer has provided in test, staging or dev channels.

§ 8 Support

(1) Omikron keeps qualified personnel available Monday through Friday for Customer inquiries according to the following overview in order to support the Customer in case of malfunctions and questions regarding the operation of the Software. Support by a specific Omikron employee cannot be guaranteed.

Service hours „Essential“: Monday-Friday 08:00 a.m. to 6:00 p.m. CET		
General Support	 service-desk@fact-finder.com (German, English)	 +49 7231 12597-701
France	 service-desk@fact-finder.fr (English)	 +33 412 39 30 78
Italy	 service-desk@fact-finder.it (English)	 +49 7231 12597-701
Poland	 service-desk@fact-finder.pl (English)	 +48 221 60 33 93
United Kingdom	 service-desk@fact-finder.co.uk (English)	 +44 1223 63 33 30

(2) If the Customer has selected the "Enterprise" service level, the support according to para. 1 is available at any time (24/7). From 6:00 p.m. to 8:00 a.m. CET, support is provided exclusively in English.

(3) Provided that there is no malfunction to be remedied in accordance with § 9, Omikron will answer support requests from previously named contact persons of the Customer in a reasonable amount of time, taking into account the order of receipt and urgency. The solution of the problem underlying a request within a certain time cannot be promised.

(4) Omikron is not obliged to answer inquiries of the Customer,

(a) which obviously are based on the fact that the minimum system requirements specified in the documentation for the Software are not met,

(b) which refer to products or malfunctions which are obviously not related to the Software and the requirements necessary for its operation, e.g. virus scanners or other security software,

(c) which have arisen due to the fact that the Customer has carried out unauthorized installations or configurations of the Software or undocumented interventions, e.g. when manually changing files,

(d) which concern the support of third-party systems (software and hardware), as far as Omikron has not contractually assumed responsibility for these,

(e) relating to the support of Customer-specific application adaptations or individual enhancements not carried out by Omikron.

§ 9 Troubleshooting

(1) Omikron will remedy malfunctions in connection with the Software that occur during the term of the contract with regard to their severity, where the simultaneous occurrence of several malfunctions may be classified as a malfunction of the next higher category:

(a) Critical malfunction (highest priority): Malfunction that causes a failure of the Software or essential parts of it so that its use is completely or almost completely impossible – Example: The Software does not start or crashes.

(b) Major malfunction (medium priority): Malfunction that impairs the use of the Software to such an extent that reasonable work with it is no longer possible or is only possible with disproportionate effort – Example: The software runs more slowly than usual or with interruptions or there are recurring error messages to complain about.

(c) Other malfunction (lowest priority): Minor Malfunction that does not insignificantly affect the use of the Software – Example: Display problems in the user interface.

(2)) A designated contact person of the Customer will report malfunctions by e-mail to one of the addresses specified in § 8 para. 1. He will attempt to provide a preliminary classification of the malfunction according to para. 1 with regard to the likely effects on the Customer's business operations. The notification must be precise enough to allow Omikron to begin troubleshooting in an effective way and thus must contain the following in particular:

- Description of the error symptoms
- Time of the error
- Affected channel or domain
- Affected system (live, stage, or other)
- Steps to reproduce the error
- What was the goal that should have been achieved?
- Screenshots of the application and the error message
- Description of the Customer's IT systems
- Description of third-party software used
- If necessary, access data for the Customer's systems

(3) Depending on the content of the written report, Omikron will make a final classification of the fault in accordance according to para. 1 and provide initial feedback. This will take place within the service hours specified in § 8 (1) (SL "Essential") or around the clock (SL "Enterprise") at the latest as follows (response times):

(a) Critical malfunction: 30 minutes (Enterprise) / 1 hour (Essential)

(b) Significant malfunction: 2 hours (Enterprise) / 4 hours (Essential)

(c) Other malfunction: 24 hours (Enterprise) / 48 hours (Essential)

If the response time for the "Essential" service level ends outside of service hours, the response will be provided not later than at the beginning of the next business day.

(4) The remedy of a malfunction within a certain time cannot be promised. Insofar as it is foreseeable for Omikron that a critical or significant malfunction cannot be remedied within a reasonable period of time, Omikron will immediately endeavor to find a temporary workaround and then remedy the malfunction as quickly as possible.

(5) If the alleged malfunction is not verifiable, reproducible, or not attributable to Omikron, Omikron reserves the right to charge the Customer for the expenses incurred according to the daily rate as specified in the order form.

(6) In the absence of a special agreement Omikron is not obliged to remedy malfunctions that are due to improper operation of the Software by the Customer, force majeure or intervention by third parties.

§ 10 Updates

(1) Omikron will provide the Customer with updates subject to availability. The current version of the Software and the latest releases are recorded in the Customer portal.

(2) By means of the updates, the Software is continuously improved, adapted to the general technical development and the requirements of the users. After an update, new functions of the Software may therefore be available and previous functions may be presented differently, for example in their operation or user guidance.

§ 11 Consulting Services, training and workshops

(1) Omikron designs training courses and workshops in such a way that an attentive participant can achieve the intended goals. A specific gain in knowledge or training success is not promised.

(2) The Customer ensures that the information conveyed to Omikron for the provision of individual consulting services is accurate and complete. Omikron does not have any duty to investigate in this regard. §12 para. 1 applies accordingly.

(3) Any recommendations are made to the best of the knowledge and belief of the Omikron employees in charge. Omikron assumes no liability for the occurrence of the described effects and the achievement of the goals stated.

§ 12 Obligations of the Customer to cooperate

(1) The Customer provides Omikron with all information and data required for the services in a complete and correct manner. Omikron is not obliged to conduct any research in this regard. If necessary, the Customer temporarily provides Omikron with hardware and other objects or grants Omikron access to the hardware and software infrastructure of its online store.

(2) The Customer will ensure continuous training of its employees handling the Software. This in particular applies to the employees designated as contact persons.

(3) The Customer fulfills its obligations to cooperate in its own interest and may not demand remuneration for this. If the Customer does not fulfill its duties to cooperate, any agreed-upon performance dates are extended accordingly. Omikron reserves the right to temporarily suspend services after a reasonable period of time and to resume them at its own discretion.

§ 13 Acceptance of produced work

- (1) After production of a work, Omikron notifies the Customer so that they can inspect it for acceptance.
- (2) The Customer accepts the produced work if it meets the agreed acceptance criteria. Defects found during the acceptance inspection are recorded by the Customer in an acceptance protocol. Omikron will immediately eliminate defects that prevent acceptance and will make the work available for acceptance again. Other defects will be eliminated by Omikron within the scope of its warranty (§ 16).
- (3) A defect that prevents acceptance exists if the work is unusable for the agreed purpose or if the Customer cannot be expected to use it, even temporarily.
- (4) The Customer may declare acceptance expressly or by conclusive action. In particular, the work is also deemed to have been accepted if the Customer
 - (a) makes productive use of the work, unless such use is solely for the purpose of inspection for acceptance; or
 - (b) has not refused acceptance within 14 calendar days from Omikron's notification that the work is ready to be inspected for acceptance due to defects that are not merely insignificant, or they have not declared justified reservations against the acceptability of the performance.
- (5) The provisions of para. 1 to 4 shall apply accordingly in the case of partial acceptance.

§ 14 Remuneration and terms of payment

- (1) The remuneration owed by the Customer is primarily determined by the order form. The general provisions in para. 2 to 4 therefore only apply if nothing to the contrary is specified in the order form.
- (2) The obligation to pay remuneration for the use of the software and the accompanying services begins as soon as the Customer receives the access data (= provision of a development environment/DEV server for the project).
- (3) The remuneration for the use of the software (§ 3 para. 1 sentence 1) and for the accompanying services (§3 para. 2) shall be paid annually in advance.
- (4) Recurring Professional Services will be invoiced according to expenses as specified in the order form and will be invoiced monthly. Together with the invoice the Customer will receive activity reports on the services provided. The Customer must raise any objections in writing within a period of 14 calendar days. After expiry of the deadline the activity record is deemed to have been approved. One-time Professional Services will be invoiced upfront when the contract is signed.
- (5) If the costs for service provision have increased noticeably since the beginning of the contract or since the last price increase (except for license upgrades and extensions), Omikron reserves the right to adjust the prices accordingly. A price increase shall occur no more than once per calendar year. Omikron will announce any intended price increase at least three months in advance.
- (6) Travel costs and expenses will be invoiced separately. For travel time half of the agreed hourly rate applies. If the Customer cancels agreed upon on-site appointments less than 48 hours before the start,

Omikron reserves the right to charge the Customer for the costs incurred for travel and overnight accommodation or cancellation fees.

(7) The remuneration is due eight calendar days after a proper invoice has been sent by email to the Customer's specified address.

(8) If a payment is due but remains unpaid for two months or longer, Omikron is entitled to suspend operation of the software until it has been paid in full.

(9) The Customer may set-off claims against Omikron that are undisputed or have become legally binding. Outside of § 354a HGB (German Commercial Code), the Customer can assign claims arising from this contract to third parties only with the prior written consent of Omikron. The Customer is only entitled to a right of retention or the defense of non-performance of the contract within the limits of this contract.

§ 15 Contract term and termination

(1) Unless otherwise specified in the order form, the initial contract term is 36 months.

(2) The contract begins upon the Customer's signature of the order form.

(3) Unless otherwise specified in the order form, the contract will be extended for a further 36 months if it is not terminated in writing by either party with three months' notice to the end of the respective term.

(3) The mutual right to extraordinary termination for good cause remains unaffected. Good cause for Omikron consists in particular in the fact that the Customer

(a) infringes Omikron's copyright in the software, or

(b) is in default of payment of the remuneration owed pursuant to § 14 for more than two months.

Good cause for the Customer consists in particular in the fact that Omikron

(a) does not grant the right of use promised to the Customer in § 5.1 or

(b) fails to achieve the server availability promised in accordance with § 7 (2) for more than two consecutive months.

§ 16 Warranty for defects

(1) Omikron guarantees that the deliverables (software and Professional Services) have the agreed quality. They are not afflicted with defects that cancel or reduce their value or suitability for customary use or the use intended under the contract. The relevant moment is the passing of risk (Gefahrübergang), i.e., in case of Software, the transfer of the access data, and in case of Professional Services, acceptance by the Customer (Abnahme).

(2) Unless an acceptance inspection (§ 13) is to be made anyway, the Customer immediately has to inspect the deliverables for defects and notify Omikron of any defects in writing within a period of 14 calendar days after passing of risk. If the Customer fails to notify Omikron in a timely manner, the

deliverables are considered approved unless the defect was not discernible during the inspection. If such a defect is discovered later, notification must be made immediately after discovery; otherwise, the deliverables also in this respect are considered approved.

(3) Omikron immediately remedies defects reported in a timely manner or listed in the acceptance report (§ 13 (2) sentence 2), within the scope of technical feasibility. The specific type of remedy will be chosen by Omikron.

(4) The Customer supports Omikron when analyzing malfunctions and remedying defects in accordance with § 12 (1).

(5) Any warranty claims will become statute-barred within one year of the passing of risk.

(6) If Omikron provides services in the search for or remedying of defects without being obliged to do so, Omikron may demand of the Customer to have its respective expenses reimbursed based on the daily rate for Professional Services specified in the order form. This applies in particular if a defect cannot be proven, reproduced or attributed to Omikron.

§ 17 Liability

(1) Insofar as they are at fault, both parties are liable for damage due to the breach of contractual obligations.

(2) The amount of liability for simple negligence is limited to the damage typically foreseeable for the damaging party at the time of the breach of duty, however not exceeding an amount of € 10,000 per damaging event.

(3) Non-contractual liability remains unaffected.

(4) Liability is excluded

(a) if the Customer is responsible for the damage, in particular because they have

- not fulfilled their obligations to cooperate (§ 12),
- used services not in accordance with the contract (e.g. operating errors, use of hardware or software that does not comply with specifications),
- made unauthorized changes to the Software or other subject matter of Omikron's services
- disregarded legal or contractual provisions for mitigation of damages.

(b) for loss of profits

(c) for damage resulting from cyber attacks by third parties

(5) Omikron always maintains sufficient insurance coverage for the above claims for compensation and proves this to the Customer upon request.

§ 18 Third-party rights

(1) If third parties assert claims against the Customer due to alleged infringements of property rights by the Software, Omikron will indemnify the Customer. This, however, requires the Customer to inform

Omikron immediately about the claim and not taking any action against the third party without first consulting with Omikron.

(2) If third parties assert claims that prevent the Customer from exercising their contractual right to use the Software, he must inform Omikron immediately in written form.

§ 19 Data protection

(1) Omikron complies with any and all legal regulations on data protection when processing the Customer's personal information. This includes the provisions of the Data Protection Agreement (DPA) concluded with the Customer, including technical and organizational measures.

(2) Insofar as Omikron's subcontractors (§ 4 (2)) come into contact with personal data, a DPA is concluded with them in advance, which can be viewed upon request.

(3) In order to achieve even better data protection, the Customer is recommended to anonymize its personal data so that the respective data subject cannot be identified. The GDPR does not apply to such anonymized data; Omikron nevertheless complies with the corresponding standards in its processing.

§ 20 Analysis of user behavior

(1) If the Customer itself or through third parties (e.g. Google Analytics) collects data about user behavior on the domains mentioned in § 3.1 para. 2, he will make the data available to Omikron upon request. This can be done, for example, through:

- A shared or special guest access to third-party software (e.g., Google Analytics).
- The manual submission of a file (e.g. CSV or Excel)

(2) Omikron uses the transmitted data exclusively for the continuous improvement of the Software and thus at the same time for the improvement of the search function of the Customer's online store. The Customer can at any time cancel the transfer of data and Omikron upon notification by the Customer will immediately stop further analysis of data already received.

(3) Primarily the following data is transmitted:

- Use of individual search functions
- Use of search terms
- Conversion rate
- Per session value
- Average order value

(4) The transmitted data will be stored on Omikron's servers and will be deleted immediately after completion of the analysis. Under no circumstances the data will be passed on to third parties.

(5) Insofar as personal data is involved, the Customer will obtain the necessary consent of the respective data subject prior to its transfer to Omikron.

§ 21 Confidentiality

(1) The treatment of confidential information is governed primarily by the Confidentiality Agreement (NDA) concluded between the parties.

(2) If there is no Confidentiality Agreement between the parties, they nevertheless will keep secret all confidential information, in particular business or trade secrets, of which they become aware in the course of their business relationship and will neither disclose nor exploit such information in any other way.

(3) The duty of confidentiality does not apply if the information in question is required to be disclosed pursuant to the decision of a court, the order of a public authority or statutory law. The party so obliged will promptly notify the other party of the disclosure and disclose the information in such a manner that confidentiality is maintained to the maximum extent possible.

§ 22 Referencing

Unless the Customer objects expressly, Omikron may name the Customer as a reference in its sales and marketing documents. The Customer's logo may be used and a link to the Customer's website may be set. The Customer provides Omikron with its logo and a reference statement upon request. This includes, for example, participation in a case study, a joint webinar or press article or the rating on a comparison platform (G2 rating). Depending on the agreed joint activity, the Customer is available for any interviews and provides data and information to the extent required in each case. The time and scope of the respective activity are coordinated between Omikron and the Customer.

§ 23 Final provisions

(1) Unless provided otherwise, declarations between the parties will be made in written form with E-Mail being sufficient. Amendments to this contract must be made in writing.

(2) German law applies with the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) The place of jurisdiction is Pforzheim, Germany.

(4) Should one of the above provisions be or become invalid or should a necessary provision be missing this will not affect the validity of the remaining provisions. The parties in this case will endeavor to find a mutually agreeable provision.

Overusage – calculation example

Calculation example for additional usage or exceeding the agreed scope of use in accordance with § 6 (4)

Currently agreed license level	per month	200,000
	per quarter	600,000
Actual searches in the past quarter		758,144
Exceeding the search volume	158,144	≈ 159.00
Price per 1,000 search queries exceeded		EUR 7.50
Total price for additional usage	(159 x EUR 7.50)	EUR 1,192.50

*The total price will be shown as individual items on the invoice.