

Service and License Terms

Preamble

Strategy Compass GmbH, Engerstraße 21, 40235 Düsseldorf (hereinafter: "Strategy Compass") offers its customers smart add-on solutions for Microsoft products. The core of these services is to enable users to create structured and brand-compliant presentations, documents, and emails for their own communication purposes. To this end, Strategy Compass has developed its own software solutions (QuickTools) that can be integrated into the customer's infrastructure as Software-as-a-Service (SaaS).

The basis for the services to be provided by Strategy Compass is always the offer underlying the respective assignment. In addition, the following general service and license terms (hereinafter "GTC") apply as a framework agreement for all deliveries and services to be provided by Strategy Compass:

1. Contractual Basis

- 1.1. Strategy Compass will provide the customer with the contractually agreed services as described in the respective offer during the contract term, for which the customer will pay the agreed compensation.
- 1.2. The specific services to be provided by Strategy Compass result from (1) the respective offer, (2) a referenced service description or implementation agreement, and (3) these GTC. If several services are commissioned, they are, unless otherwise agreed, to be treated legally separate from each other. The entire contract text and the GTC will be sent to the customer for the purpose of storage after the conclusion of the contract and will also be permanently stored by Strategy Compass and can be reviewed at any time.
- 1.3. The services to be provided by Strategy Compass are generally divided into the following service areas, with the subsequent provisions of these GTC applying to the respective service areas:

Individual Services:
Strategy Compass will provide the customer with individually agreed-upon services. These include services whose requirements have been specified between the parties.

Provision of Software:
Strategy Compass will provide the customer with the software for the license period in the agreed-upon scope of use and functionality.
- 1.4. Customer-provided terms and conditions will not become part of the contract, even if Strategy Compass does not expressly object to their inclusion in the respective contractual relationship. An objection is hereby expressly made to any reference by the customer to their own terms and conditions in a standardized form.

2. Provision and Operation of Software

- 2.1. The main performance obligation of this service area is the provision and operation of the software as well as ensuring the support specified in clause 2.4 by Strategy Compass. The specification of the software according to the respective offer and a possibly referenced performance specification is definitive. Insofar as employees of Strategy Compass make guarantees before the conclusion of the contract, these are only effective if they are confirmed in writing by Strategy Compass management. Services not expressly agreed upon are not owed by Strategy Compass.

- 2.2. The provision of the software is fulfilled by making an online access (SaaS solution) or a comparable way, e.g., providing a download link, available. A prerequisite for the provision of the software is that it is properly set up and functional and integrated into the customer's IT infrastructure (initial setup). Strategy Compass provides the software with the services as they were available at the time of the conclusion of the contract and the terms and conditions applicable at that time ("as is"). In addition, the customer has no claim to a specific design or feature of the software.
- 2.3. After successful initial setup, Strategy Compass will continuously make the software available for the customer on a central data processing system or multiple data processing systems (hereinafter, even in the plural, "server") in the current version for use. The delivery point for the software is the router output of the server used by Strategy Compass.
- 2.4. Strategy Compass guarantees an overall availability of the software of at least 99.5% on an annual average at the delivery point. Availability is defined as the customer's ability to use the main functions of the software. Strategy Compass will comply with the performance parameters ("Service Level") described in Annex 1.
- 2.5. Any further provision or transfer of the software or the underlying source code is expressly not owed by Strategy Compass.
- 2.6. Strategy Compass will continuously maintain and further develop the software. Developments of the software will be provided to the customer in the form of updates or upgrades. No claim of the customer to the further development of individual features or the provision of new version statuses is established by this.
- 2.7. Strategy Compass provides the customer with comprehensive support documents via an online portal, which can be accessed in their current version via the user interface of the software.

3. Rights and Obligations of the Customer

- 3.1. For the services provided by Strategy Compass, the customer pays the agreed compensation in accordance with clause 8.
- 3.2. The customer supports Strategy Compass in fulfilling the contractually owed services and provides all necessary cooperation actions for contract execution completely, unsolicited, on time, and at their own expense. This includes, in particular, the following general cooperation obligations, each as far as they are necessary for the execution of the services: The customer (1) provides Strategy Compass with the desired performance requirements and special performance characteristics from which the customer's specific requirement needs can be conclusively identified in a timely manner, (2) provides Strategy Compass with all the necessary information, materials, access, licenses, data, third-party software, etc., required for the execution of the services and keeps them up to date, (3) is available for any necessary technical coordination and performance detailing as well as for conducting performance reviews, (4) will regularly check the achieved results, particularly the transferred data points, for completeness and accuracy, and (5) will continuously monitor the interfaces within their area of influence for their functional suitability.
- 3.3. A prerequisite for the provision of software by Strategy Compass in accordance with clause 1.3 is that the customer meets the current system requirements specified for each software component on the Strategy Compass website. The customer will independently check and fulfill these requirements in a timely manner before using the services.
- 3.4. If it is or becomes apparent to the customer that, within the entire contractual relationship of the parties, assumptions, specifications, and information are incorrect, incomplete, or ambiguous, or their execution is or becomes impossible, the customer will promptly inform Strategy Compass of this circumstance.

4. Change Requests

- 4.1. The customer may request specification changes or extensions of the respective service at any time (hereinafter "change requests"). These will be agreed and implemented according to the following provisions.
- 4.2. Change requests must be submitted to Strategy Compass, depending on the agreed communication method, by email or ticket, along with a detailed description of the change requirements, particularly regarding the work results. Strategy Compass will review the change request for feasibility and the required effort and will submit an offer for implementation to the customer, along with suggestions for any necessary changes to the existing agreement. A change request is only considered cost and deadline neutral if explicitly confirmed in writing by Strategy Compass.
- 4.3. If Strategy Compass has already begun executing a commissioned a service at the time of agreement on a change request, these services must be compensated in accordance with this agreement.
- 4.4. Strategy Compass is not obligated to implement a change request.

5. License Rights

- 5.1. If Strategy Compass has committed to providing and operating the software for the customer, the customer is granted the worldwide, non-exclusive, unrestricted in content, and limited in time to the respective contractual relationship with Strategy Compass, right to use the software for their own business purposes within the respective license and user scope. Sub-licensing is not permitted.
- 5.2. If individual documents, templates, or graphics are created for the customer, Strategy Compass grants the customer comprehensive worldwide, exclusive, and unlimited usage and exploitation rights upon their provision.
- 5.3. The customer is not entitled to edit the software, in particular, to modify, translate, reverse or further develop, decompile, or disassemble and reassemble the software unless permitted in this clause 5 or a legal permission provision applies. Decompiling the software is only permissible if the conditions and requirements mentioned in § 69 e Abs. 1 UrhG (German Copyright Act) are met. The information obtained in this way may not be used or disclosed contrary to the provisions of § 69 e Abs. 2 UrhG (German Copyright Act).
- 5.4. The granting of the usage rights specified in para. 1 and para. 2 is subject to the suspensive condition of the complete payment of the agreed compensation as stipulated in clause 8. All claims by Strategy Compass for the granting of the rights according to clause 1 to the customer are compensated by the agreed compensation.
- 5.5. The granting of usage rights, which are wholly or partially owned by third parties, is not owed by Strategy Compass unless expressly agreed.

6. Data Protection and Compliance

- 6.1. Strategy Compass has implemented comprehensive technical and organizational measures to ensure the protection of the customer's data. Notwithstanding this, the customer will independently ensure that all compliance requirements are met within the scope of the contractual relationship and that, if personal data is processed, the provisions of data protection regulations (GDPR, BDSG, etc.) are implemented and continuously observed in compliance with the respective law. To ensure the security and confidentiality of data subject to data protection, the customer will take and maintain the necessary technical and organizational measures.

- 6.2. The customer acknowledges that Strategy Compass is only a technical service provider and processes the information arising from each assignment for the customer according to their instructions. The customer is solely responsible for ensuring that the applicable data protection provisions are complied with when operating the software.
- 6.3. If Strategy Compass acts as a data processor for the customer under Art. 28 GDPR to provide the contractual services, the provisions of Appendix 2 shall apply.

7. Contractual Conformity, Performance Review, Acceptance, and Approval

- 7.1. If a work result is agreed upon, the acceptance criteria of the achieved work results are determined by the agreed service description. For services (service performances), the contractual conformity is based on the respective agreed service description.
- 7.2. If the services provided by Strategy Compass are subject to acceptance, the customer will examine the services for contractual conformity immediately after their provision and, if a defect is found, will notify Strategy Compass immediately with a detailed description of the defect. The same applies if such a defect is discovered later.
- 7.3. A service is considered accepted if:
 - the customer fails to provide the above-mentioned defect notification within 7 days after the provision of the respective service,
 - 7 days have passed since the provision or the customer has begun using the service and, in this case, 7 days have passed since the start of use.

This acceptance fiction does not apply to defects that were not detectable during the examination.

- 7.4. Acceptance and approval of services cannot be refused due to insignificant defects.

8. Remuneration

- 8.1. For the services to be provided by Strategy Compass, the customer owes the agreed remuneration plus the applicable value-added tax.
- 8.2. Unless otherwise agreed between the parties, license fees for the provision and operation of software are due for payment in advance for the respective contract cycle or period.
- 8.3. Unless otherwise agreed between the parties, services are billed after provision or acceptance. Services billed based on time spent are to be paid at the agreed hourly rates, with billing in units of 5 minutes.
- 8.4. Unless otherwise agreed between the parties, the remuneration of Strategy Compass is due for payment within 14 working days after receipt of a corresponding invoice.
- 8.5. The customer may offset against the remuneration claims of Strategy Compass under this contract only with legally established or acknowledged claims by Strategy Compass. The assertion of retention rights due to the owed compensation may also be claimed for the unauthorized non-fulfillment of the client's obligations from the contractual relationship for the provision of the software.

9. Duration, Termination, and Contract Expiration

- 9.1. The contractual relationship for the granting of licenses begins – unless otherwise agreed in the respective offer – at the time of agreement and has a minimum contract term of 1 year. After the contract term expires, the contractual relationship automatically extends by 1 year each time, unless it has been properly terminated beforehand, observing the applicable notice period.

- 9.2. The contractual relationship can be terminated by either party with a notice period of 4 weeks to the respective contract end date.
- 9.3. For a termination to be effective, a clear statement in text form is required and can be sent by email to info@strategy-compass.com.
- 9.4. The right to extraordinary termination for an important reason remains unaffected. An important reason for termination for Strategy Compass exists, in particular, if
 - the customer fails to meet their obligation to pay the remuneration despite a reminder or
 - the customer grossly violates their cooperation obligations under this contract.

Section 314 BGB (German Civil Code) remains unaffected.

10. Liability and Warranty

- 10.1. The parties are liable to each other for direct and indirect material and financial damages caused by them, their legal representatives, agents, or third parties engaged by them, particularly subcontractors, in accordance with the following provisions.
- 10.2. Strategy Compass is liable - except for breaches of essential contractual obligations, injury to life, body, or health, or claims under the German Product Liability Act (Produkthaftungsgesetz) - only for intent and gross negligence. Essential contractual obligations are those necessary to achieve the purpose of the contract.
- 10.3. Strategy Compass is not liable for damages resulting from technical malfunctions or performance disruptions caused by the customer, other third parties, or data sources specified by the customer. Liability for damages caused by system failures, hacker attacks, or other external attacks is excluded. The above liability limitations do not apply if the damages were caused by behavior of Strategy Compass according to the standard of 10.2. Liability for damages, regardless of fault, for defects that already existed at the time of the conclusion of the contract, particularly under § 536a BGB (German Civil Code), is excluded.
- 10.4. For services subject to acceptance, the warranty period is 12 months, starting from the acceptance of the respective services.
- 10.5. These claims are otherwise governed by the statutory provisions.

11. Referencing

Unless the customer objects, Strategy Compass is entitled to list the customer, using the company logo, as a cooperation partner. The right to reference also applies after the end of the contract unless the customer can object for an important reason.

12. Final Provisions

- 12.1. The contract language is English. The entire contractual relationship between the parties and the services provided by the parties under this contract are governed exclusively by the law of the Federal Republic of Germany, excluding the UN Sales Convention and conflict of laws; Article 3 EGBGB remains unaffected.
- 12.2. The place of performance and jurisdiction for mutual claims arising from the contractual relationship is the headquarters of Strategy Compass unless otherwise specified. Strategy Compass is entitled to sue the customer at their general place of jurisdiction.

- 12.3. Should individual provisions of these GTC be or become invalid, or lose their validity due to a later occurring circumstance, the validity of the respective contract remains unaffected. The same applies to gaps in these GTC.