

# GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

the simple system e-procurement platform

Valid from 1.1.2025

IMPORTANT NOTE: The German version of this document will govern our relationship - this translated version is provided for convenience only and will not be interpreted to modify the German version. For the German version, please see the simple system AGB page. .

Dieser Vertrag wird lediglich als Gefälligkeit zur Verfügung gestellt. Es gilt ausschließlich die deutsche Fassung dieses Vertrags, und in keinem Fall darf die englische Sprachfassung dieses Vertrags dahingehend ausgelegt werden, dass sie die deutsche Fassung dieses Vertrags ändert oder auf andere Weise die Beziehung der Vertragspartner untereinander regelt.

## 1. Definitions

- (1) "**simple system**" is the provider of the simple system e-procurement platform, through which customers and suppliers come together to conclude contracts between them.
- (2) "**Platform**" is the e-procurement platform operated by simple system.
- (3) "**Customers**" are those companies who, after successfully registering on the platform, are interested in purchasing products offered for sale by the providers.
- (4) "**Vendors**" (suppliers) are those companies that have concluded a separate contract with simple system authorizing them to offer their own products and services (hereinafter referred to as "products") in their own name and for their own account.
- (5) "**Software products**" are the services offered by the platform as Software-as-a-Service (SaaS), such as combining the product range of several suppliers, arranging digital orders, digitizing order rules, cross-supplier purchasing analyses, ERP integration, provision of storage space including the associated support services
- (6) "**Service package**" is the summary of various services of the platform.
- (7) "**Services**" are additional and individually commissioned services from simple system, such as the one-off costs for the initial implementation of interfaces, the booking of additional consulting or support hours or special data evaluations

## 2. Scope of application, general

- (1) We, simple system GmbH, Haberlandstraße 55, 81241 Munich and its affiliated companies (hereinafter: "simple system", "we", "us"; further information about our company can also be found in the imprint of our website at <https://company.simplesystem.com/impressum>), offer our registered business customers (hereinafter: "customer", "you", "you") software products with various benefits and services in the context of the digitalization of procurement. These software product services are summarized in service packages and can be flexibly combined by customers in a SaaS model (= rental model). The basic service package is mandatory for every customer using simple system, while further service packages can be booked as an option. Service packages can be offered for a fee or free of charge. All of these service packages aim to simplify the conclusion of sales contracts between customers and providers through digitalization. Each service package can include elements of "cloud software" and "installation software" and can be supplemented by services that can be booked separately. The provisions of these General Terms and Conditions (hereinafter: GTC) apply to the use of the software products and services

- (2) These GTC shall only come into effect if the customer is a business customer, i.e. a company (Section 14 BGB), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) sentence 1 BGB.
- (3) These GTC apply to the conclusion of a contract for the use of the simple system platform as a customer and the purchase of software products and services from simple system. The parties to these GTC are the customer and simple system. If the customer purchases goods or services from a provider via the simple system platform, the customer concludes a separate contract with the provider to which these GTC do not apply.
- (4) The software products are predominantly so-called Software-as-a-Service (SaaS) offers. This means that we provide our customers with the respective software via the Internet from our servers for use via remote data access, unless otherwise agreed individually. The information specified in the respective current product data sheet is decisive for the nature of the individual software products and the associated service offers. The information contained therein is to be understood as service descriptions and not as guarantees. An associated manual is integrated into the software. In all other respects, the information in these GTC shall apply. As part of the use of the software products, it may be possible or necessary for the customer to store certain data (e.g. process data, employee data) on the platform; in this case, simple system will provide the customer with the necessary storage space on the corresponding data servers (see Section 7).
- (5) Deviating general terms and conditions of the customer do not apply. They shall not apply even if simple system does not expressly object to them.
- (6) By using the software products and making use of the services, the customer accepts these GTC. If the customer does not accept these GTC, he is not authorized to use the software products.
- (7) The current versions of the terms of use can be found at <https://company.simplesystem.com/agb/>

### 3. Platform registration, authorizations and responsibilities

- (1) Our software products can only be used by registered business customers with the help of an individual user name and password (hereinafter jointly referred to as "access data"). You can then use the Access Data to act on behalf of the business customer (company) assigned to the Access Data.
- (2) If you do not already have access data, you can obtain it by registering with us as a new customer via the platform. To do so, you must create a customer account by entering your personal data (in particular company, address, password, contact details of the contact person). The data you provide will be checked by simple system, in particular the data provided must be complete and correct. simple system reserves the right to refuse or revoke registration as a customer without giving reasons.
- (3) Each customer can create several user accounts for individual users (hereinafter referred to as "users") within their customer account on the platform by entering their name and e-mail address, and then manage them. The users, who are usually employees of the customer, can be assigned different roles (e.g. administrator or requester). The users each receive individual access authorization for the usage rights acquired by the customer and can use these using their own/personal access data in accordance with their product-specific settings, unless this is not possible for the respective software product.
- (4) The access data is personally assigned to individual users and must be kept safe and secret by them. With regard to the password to be assigned, we recommend for security reasons that you use at least eight characters using upper and lower case letters, numbers and special characters; users must change their password immediately and inform simple system if they suspect that a person is using their access data without authorization. Please also note that your users are responsible if other persons make authorized use of our software products via your Internet connection, your end device or with the help of your users' access data (account sharing). Persons who use the platform and the software products with your knowledge must be informed by you of the validity of these GTC and all other relevant provisions and you must ensure that these are complied with. All actions taken in connection with your customer account, whether authorized or not, are deemed to have been taken by or on behalf of the

customer; however, your responsibility is limited to the extent that you can prove that you have become the victim of an unlawful attack by a third party (e.g. hackers, thieves, fraudsters) despite exercising reasonable care.

- (5) There is no entitlement to registration or use of the platform. Only simple system decides on the admission of customers to trade on the platform.
- (6) The offers of the providers on simple system are aimed exclusively at customers from industry, trade and commerce. Upon request by simple system, the customer must prove at any time that he belongs to this group of persons. Persons acting on behalf of the customer must prove their authority to represent the customer at any time upon request.
- (7) All declarations of intent, business-like actions and other legally relevant statements or actions posted on the platform at the instigation of a customer or provider and transmitted or received by another customer or provider are exclusively statements or actions of the customers or providers themselves. They cannot be attributed to simple system.
- (8) All personal data provided by the customer in the context of registration, ordering user authorization or other activities on the platform are processed in accordance with the statutory and contractual data protection regulations.

#### 4. Trial period

- (1) We grant newly registered customers a free and non-binding trial period for our software products. This lasts for 3 months. The packages included are marked accordingly on the platform.
- (2) If the customer does not decide to use the software products for a fee within this trial period, the contract ends automatically at the end of the trial period. All functions will be deactivated by simple system at the end of the trial period.
- (3) Customers who already have accounts with affiliated companies within an existing group structure and who extend the use of the software products within their own group of companies are **not** considered newly registered customers.
- (4) Customers who have already taken advantage of the trial period will not be entitled to a new registration.

#### 5. Ordering and using software products

- (1) The customer shall only use the platform, and the software products used within the scope of the licensing and on the basis of the license. It must ensure that the authorized users always use the software products in accordance with the law and the license and that the access data is protected against unauthorized access by third parties. Third parties are any natural or legal person with the exception of the parties and the companies affiliated with the customer, their employees and freelancers, temporary workers and external consultants commissioned by the customer.
- (2) The scope of application and the range of functions of the software products and services offered as well as the technical and organizational requirements for their use (e.g. the required bandwidth of the remote data connection) can be viewed on the platform prior to purchase (see product data sheets). The customer must observe the requirements specified in the service description and ensure these at his own expense. Internet access, which is required for the use of the software products and services at the customer's premises, is not part of the contract. simple system is not obligated to provide advice or information regarding any necessary licenses for the use of third-party products by the customer.
- (3) If software products are ordered which are configured for the customer and installed at the customer's premises, we will check the requirements with the customer. simple system reserves the right to withdraw from the contract if it turns out that these are not available or that an adaptation of our products to the customer's systems is disproportionate or cannot be realized with reasonable effort.
- (4) The software products and services are generally provided with a range of functions determined by us. Regular updates and upgrades of the software products and services are carried out automatically and are included in the scope of the respective order. Essential new features or chargeable upgrades to higher-quality products may be offered as a new product. All contractual

rights and obligations apply exclusively to the software product or service specified in the order, unless expressly agreed otherwise; user-specific adaptations or extensions of the software products and services must be agreed and paid for separately.

- (5) When the customer places an order, a contract of use for the ordered software product or service is concluded between simple system and the customer (hereinafter: "contract of use"). An order can be accepted either by actively clicking on an order or usage button or by electronic confirmation. As part of the contract of use, simple system provides the customer with the software product in the current version for download via the Internet for the duration of the contract of use. The customer's right of use is subject to timely payment of the agreed fees. Unless otherwise agreed in the order or the license agreement, simple system will set up the user rights on the platform accessible to the customer via the Internet for this purpose. The software products are generally made available 24 hours a day; however, a software product may not be available during necessary maintenance work and/or other downtimes. A temporary interruption or impairment of the use of the software products due to adjustments, additions or changes to the software products or other measures (maintenance, troubleshooting, etc.) will only occur if this is unavoidable for technical reasons; if the interruption or impairment lasts longer than 24 hours, you will be informed by e-mail, stating the reasons and the period of the expected interruption or impairment.
- (6) The customer is not entitled to assign or otherwise transfer rights and obligations arising from a contract of use in whole or in part to third parties unless simple system has expressly consented to the assignment or transfer in writing in advance. simple system may not unreasonably withhold such consent.

## 6. Rights of use to the simple system platform, services and software products

- (1) Unless otherwise stated in the service description, simple system is the sole and exclusive owner of all rights to the software products and services provided via the platform, in particular the corresponding property rights, copyrights and industrial property rights as well as the associated trade secrets.
- (2) simple system grants the customer a simple, non-exclusive right, transferable only in accordance with the provisions of these GTC, to use ordered software products and services for the duration of the license agreement as intended and only for internal business processes. Insofar as the customer is granted rights of use, these also include use by the customer's users.
- (3) The source code of the software product shall not be made accessible to the customer and the customer undertakes neither to initiate nor enable reverse engineering, disassembly, decompilation, translation or unauthorized disclosure.
- (4) The customer may not reproduce the software product unless this is covered by the intended use in accordance with the service description or is necessary for the purposes of appropriate backup or emergency recovery or is otherwise permitted under mandatory statutory provisions. Documentation may only be reproduced for internal use. If the software product is made available to the customer temporarily (rental, SaaS) or if it is part of a physical product, the creation of a backup copy is only permitted for those parts of the product that are installed on the customer's systems.
- (5) The customer is not entitled to make software products available to third parties for use, either for a fee or free of charge (for clarification: users are not third parties in this sense). The customer is expressly prohibited from subletting the software products. The Service Platform and the software products may not be used to develop independent programs unless simple system has expressly agreed to this type of use.
- (6) Within the scope of use, the customer is prohibited from transmitting malware (viruses, worms, Trojans, spyware or other computer codes, files or programs, etc.) that could disable, overload, hack or otherwise disrupt or damage the operation of the platform or software products or applications, services or hardware associated with them. The Customer shall indemnify simple system against all third-party claims based on unauthorized use of the platform or the software products and services by him or with his approval or which arise in particular from data protection, copyright or other legal disputes based on unauthorized use or unauthorized adaptation by the Customer or a third party with the Customer's approval. If the customer recognizes or must

recognize that such a violation is imminent, he is obliged to inform simple system immediately and to take all necessary defensive or corrective measures.

## 7. Provision of storage space for the customer's data on the platform

- (1) As part of the use of all software products and services offered on the platform, the customer may be provided with storage space on the simple system service platform to an appropriate extent for the specific product. The customer and its users can use this storage space to store, view and edit data required for the use of the software products. No separate costs shall be incurred for the provision of the storage space in addition to any remuneration to be paid for the respective software product, unless otherwise stipulated in the offer.
- (2) The customer's data can be stored on the platform either as part of the ongoing use of the software product or by transferring it from a database or from individual files provided by the customer. If data transfer is not offered as a standard service on the platform, a separate agreement including appropriate remuneration must be concluded.
- (3) The customer undertakes not to store any content on the storage space provided whose provision, publication or use violates applicable law, official requirements or the rights of third parties. Furthermore, the customer undertakes to check his data and information for viruses or other harmful components before storing them on the simple system service platform and to use state-of-the-art measures for this purpose (e.g. virus protection programs).
- (4) Insofar as the content stored by the customer is protected by copyright or other intellectual property rights or similar rights owned by the customer, the customer hereby grants simple system the right to make the content stored on the service platform accessible to the customer when he accesses it via the Internet and also to reproduce and transmit it insofar as this is necessary for the provision of the contractual services and obligations. This includes in particular the purposes of data backup and all necessary measures for the purpose of providing support services and eliminating faults, in particular changes to the structure of the data or the data format.
- (5) If the customer processes personal data himself or by means of the software product or in connection with the storage space available to him (e.g. employee data), he is responsible for compliance with the applicable data protection regulations. simple system will process the personal data transmitted by the customer in this case only in accordance with the customer's instructions; for this purpose, simple system and the customer conclude a Data Processing Agreement. If simple system is of the opinion that an instruction of the customer violates data protection regulations, simple system will inform the customer of this immediately. In the event of a violation despite such notification, the Customer shall indemnify simple system against all claims of third parties, any fines, etc., including reasonable costs for legal defense. simple system offers the Customer the encrypted transmission of data.
- (6) The customer is not entitled to allow third parties to use the storage space made available to him for a fee or free of charge (for clarification: users of the customer are not third parties in this sense). The customer is expressly prohibited from subletting the storage space.
- (7) simple system undertakes to take suitable precautions against data loss and to prevent unauthorized access to the customer's data by third parties.
- (8) In the event of termination of the contract, simple system will return to the customer the personal data stored in the storage space allocated to the customer or provide the customer with a copy thereof upon request by the customer; unless there is a legally binding obligation to return the data (e.g. under the GDPR), simple system may charge a reasonable fee depending on the effort involved. The stored personal data will be deleted 60 days after the data has been handed over to the customer unless the customer informs us within this period that the data handed over to him is unreadable or incomplete. Failure to notify the customer shall be deemed consent to the deletion of the personal data. The customer is solely responsible for observing the retention periods under commercial and tax law.

## 8. Support services for the platform and software products and services

- (1) If problems occur when using a software product or service and the associated service offerings, the customer or its user can contact our general customer service department within our specified business hours in accordance with the agreed service level. (<https://company.simplesystem.com/support>)

## 9. Cooperation and obligations of the customer

- (1) Unless expressly regulated elsewhere in these GTC, the customer must observe the following obligations when using the software products. With regard to liability for any breaches by persons who use the platform with the customer's knowledge, section 3.4. applies.
- (2) The contractual use of the platform requires that the hardware and software used by the customer, including workstation computers, routers, data communication devices, etc., meet the minimum technical requirements for the use of the version of the software products offered specified in the service description. The users authorized by the customer to use the software product must also be familiar with its operation. The configuration of the customer's IT system required for the use of the service platform is the responsibility of the customer; however, simple system offers to support the customer in this regard for a fee on the basis of a separate agreement.
- (3) If software products are installed at the customer's premises and/or configured for the customer, the customer supports the activities of simple system required for configuration and installation. In particular, the customer creates the necessary conditions in the customer's sphere of operation at his own expense that are required for the proper execution of the configuration and installation (e.g. project and change management, coordination of system suppliers and other service providers, setup/customizing of the systems and the lessee's infrastructure, putting into operation of the solution, etc.). The customer shall provide simple system with the necessary information for the intended areas of application and all other factors and requirements necessary for the specification of the software.
- (4) Any documents to be created are forwarded to the customer for approval and processed by the customer within two weeks. They are then considered approved.
- (5) The customer shall provide all necessary tools for the configuration and installation of the software (e.g. access to and authorizations in the customer's systems as required, a constantly updated list of relevant changes and relevant internal standards, etc.).
- (6) At the request of simple system or as far as recognizable to the customer, the customer shall install the programs and/or program parts received from simple system in accordance with more detailed instructions from simple system and comply with the suggestions and instructions for remedying defects provided by simple system.
- (7) Upon request, the customer will receive instructions from simple system on what to do in the event of a complete failure of the software products offered or in the event of significant disruptions to operations. Even without instructions, the customer must prepare an emergency plan for the temporary failure of software products. In the event of instructions from simple system, the Customer must familiarize himself with the information in the instructions and prepare a contingency plan for his operations taking into account the information contained in the instructions. If a software product fails completely or can only be used in a way that significantly impedes the customer's operations, the customer will immediately take measures to maintain his operations on the basis of the instructions and the emergency plan. At the customer's request, simple system will advise the customer for a fee within the scope of a separate order on the implementation of measures that go beyond the content of the instructions.

- (8) In the event that services of simple system are used by unauthorized third parties using the customer's access data, the customer is liable for any resulting charges within the scope of civil liability until receipt of the request by the customer to change the access data or report the loss or theft, provided that the customer is at fault for the access of the unauthorized third party.
- (9) If the software is used by affiliated companies of the customer, the customer shall be liable for their infringements, including their vicarious agents and legal representatives, in the same way as for their own infringements.

## 10. Obligations of the customer to cooperate in the configuration and installation of the software products

- (1) The customer and simple system agree on a workshop to determine the necessary basis for the correct configuration of the software and the customer's ERP system and to define the TARGET process, the transfer path, the list of relevant organizational structures, the master data and customer-specific adaptations in the ERP system.
- (2) For the period of configuration and installation of the software, simple system provides a project manager who ensures the smooth and correct commissioning of the software. The customer also appoints a project manager from his organization for the necessary coordination and decisions.
- (3) To ensure successful joint management, the project managers regularly coordinate the progress of work, upcoming tasks (planning), possible risks and other factors influencing the project.

## 11. Transfer point and availability of data

- (1) simple system endeavors to keep the software products available to the customer 24 hours a day wherever possible. The operation takes place in a professional data center in Germany and is designed for high availability.
- (2) The transfer point for all data is the router output of the data center used by simple system to the Internet.
- (3) simple system is not responsible for establishing and maintaining the data connection between the customer's IT system and the transfer point.
- (4) simple system is entitled to redefine the data transfer point at any time after prior notice (at least 6 weeks) if this is necessary to enable smooth utilization of the services by the customer. In this case, the customer shall establish a connection to the newly defined transfer point. The customer will not incur any additional charges from simple system as a result.

## 12. Delivery/further development

- (1) simple system is constantly and consistently developing its software products. Bugs are fixed and functions are expanded and adapted to current developments.
- (2) The following applies to software products which are made available to the customer as a functional service via the Internet:
  - a. Wherever possible, simple system implements updates in the software without interruption and makes them directly available to the customer.

- b. If interruptions are necessary to update the software products, this is preferably done outside normal business hours from 07:00 to 19:00 CET
  - c. If the update of the software products leads to interruptions or impairments of more than 24 hours, customers will be informed by e-mail, stating the reasons and the period of the expected interruption or impairment.
- (3) The following applies to software products installed in customer systems:
- a. If software products are delivered, the program parts are delivered in the form of the object code as a download in electronic form via the Internet.
  - b. Updates are provided and installed free of charge to the customer. Any implementation work that may become necessary shall be remunerated separately.
  - c. simple system makes all releases and versions of the software available to the customer and ensures that all versions are compatible with the data-receiving platform. However, simple system does not guarantee that any new functions provided on the data-receiving platform will be usable with older releases and versions of the software.
  - d. The customer is not obliged to implement the further developments.
  - e. If the general conditions that are important for the intended use of the program change, simple system shall make the corresponding adjustments available in good time before they come into effect/within a period of at least 6 weeks.

### 13. Remuneration

- (1) Apart from the trial period for new customers, use of the platform is subject to a fee. In addition to the general usage fee for the platform, various fee-based and free software products and services can be booked or canceled. The way in which the fee is calculated (e.g. monthly fee or annual fee) can be seen from the information on the platform and from the information provided during the ordering process.
- (2) Invoices are always issued in advance on the first day of the subscription period.
- (3) Fees owed by the customer are due for payment 14 days after receipt of the invoice, unless otherwise stated in the order. The customer is responsible for always providing simple system with the correct billing and contact information required for invoicing. simple system may temporarily block the customer's access to the platform as well as to the individual software products and services in whole or in part or temporarily prohibit their use for valid reasons. Valid reasons are in particular (i) if this is necessary to prevent damage or for the security of the services, or (ii) if the software product is used in violation of the law or the contract, or (iii) if the customer's behavior may adversely affect the services, other contractual partners of simple system or rights of third parties or may cause simple system to violate applicable law, jurisdiction or official orders, or (iv) if the customer is in default of payment. To the extent reasonable, simple system will threaten the customer with a temporary blocking or prohibition of use in advance and give him the opportunity to remedy the situation by setting a reasonable deadline.
- (4) simple system is entitled to adjust the prices to be paid at its reasonable discretion (§ 315 BGB) in accordance with the development of the costs that are decisive for the price calculation; this applies in particular if the scope or functionality of a software product is expanded. simple system will inform the customer of price changes in text form at least six weeks before the changes take effect; price changes are only possible on the first day of the month.
- (5) If the calculation of the remuneration depends on the number of licenses purchased for the software product, simple system is entitled to recalculate licenses if it is determined that the use exceeds the licensed scope. For this purpose, the customer grants simple system the right to take measures necessary to determine the contractual scope of use. The customer must provide simple system with information about the number of users, the scope of use and all other parameters necessary for the calculation of the license fees for the purpose of checking the license costs.

## 14. Warranty

- (1) simple system warrants the functionality and operational readiness of the platform and the software products and the associated service offerings in accordance with the provisions of these GTC. simple system does not warrant that the platform or a software product will be error-free under all circumstances and at all times and that no changes will be made to the documentation, the software products or the platform over time (in particular in the case of necessary product adaptations). Unless otherwise specified below, the statutory warranty provisions apply.
- (2) simple system is liable for defects in the software products and storage space provided for a fee and as standard in accordance with the warranty rules of rental law (§§ 536 ff. BGB), but with the proviso that, contrary to § 536a Para. 1 BGB, a liability for damages only exists in the event of fault in accordance with the provisions in Section 15 (no warranty liability). A defect exists if the software product does not provide the services contained in the functional description when used in accordance with the contract and this has a significant effect on the suitability for the contractually agreed use; warranty claims of the customer therefore do not exist in particular (i) in the case of only insignificant deviation from the agreed quality or in the case of only insignificant impairment of the usability of the software product (with regard to unavoidable downtimes, see Section (5.5.)), (ii) in the event of defects caused by non-compliance with the conditions of use intended for the software product and specified in the application documentation, (iii) in the event of an operating error by the Customer or its users, (iv) in the event of the use of hardware, software or other equipment that is not suitable for the software; unless the User proves in each case that its aforementioned actions do not significantly impede simple system's defect analysis and processing expenses and that the defect in the software product was present at the time of delivery. Warranty claims also do not exist (v) if the customer does not immediately report a defect and simple system was unable to remedy the situation as a result of the failure to report the defect or (vi) if the customer is aware of the defect upon conclusion of the contract and has not reserved his rights.
- (3) If a defect has been reported by the customer and the customer's warranty claims are not excluded, simple system is obliged to remedy the defect within a reasonable period of time - by measures of its own choice. The customer shall give simple system reasonable time and opportunity to remedy the defect. For this purpose, employees and representatives of simple system will be granted free access to the customer's systems to the extent necessary. If an inspection shows that there is no defect or that simple system is not responsible for it, simple system may demand reimbursement of expenses according to the usual hourly rates plus necessary expenses.
- (4) In the event of impossibility or failure to remedy the defect, culpable or unreasonable delay or serious and final refusal to remedy the defect by simple system or unreasonableness of remedying the defect for the customer, the customer is entitled in particular to reduce the remuneration owed in accordance with the extent of the impairment (reduction).
- (5) simple system is liable for defects in the software products provided free of charge and as standard in accordance with the rules of lending (§§ 598 ff. BGB). In this respect, the above applies accordingly to warranty claims, but with the proviso that, in addition to the warranty claims described in section 14.2. the customer's warranty claims are also excluded if the defect is not due to intent or gross negligence on the part of simple system (see § 599 BGB).
- (6) If software products have been customized, simple system is liable for defects in these customizations in accordance with the provisions of the law on contracts for work and services (§§ 631 ff. BGB).
- (7) Insofar as the services offered by simple system in connection with the use of the software products or the platform are pure services (e.g. support services, import of databases, evaluation or preparation of data), simple system is liable for defects in these services in accordance with the rules of service contract law (§§ 611 ff. BGB).
- (8) The customer's claims for damages and reimbursement of expenses, also insofar as they are connected with defects, shall be governed by the provisions under section 15.

- (9) The limitation period for claims and rights due to defects in a software product - irrespective of the legal grounds - is one year from the provision of the software product. The liability provisions in section 15 remain unaffected.

## 15. Liability

- (1) simple system is liable to the customer for any damages and expenses incurred in connection with the contractual services only in accordance with the following provisions. Any further liability is excluded.
- (2) simple system is liable:
- in the event of intent or gross negligence;
  - within the scope of a guarantee expressly assumed by simple system;
  - for injury to life, limb or health;
  - for the breach of an essential contractual obligation, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely ("cardinal obligation"), in the case of simple (slight) negligence, however, limited to the damage reasonably to be expected at the time of the conclusion of the contract, but limited to a maximum of the digital net order volume (excluding any order volumes outside the platform and excluding the volumes placed by customers at vendors via the platform) of an average contractual year;
  - for claims arising from the Product Liability Act, but only in accordance with the provisions therein.
- (3) Liability for data loss is limited to the typical recovery costs that would have been incurred if regular backups had been made in accordance with the associated risk.
- (4) These liability rules also apply mutatis mutandis to the conduct of and claims against employees, legal representatives, vicarious agents and agents of simple system.

## 16. Contract term

- (1) The term of the contract of use is based on the conditions agreed in the respective order.
- (2) The right to terminate for good cause remains unaffected for simple system and the customer. For simple system, such good cause exists in particular in the event of repeated or significant default in payment by the customer.
- (3) Any termination must be in text form. This does not affect the possibility of canceling individual software products within the platform in whole or in part; the procedure and the applicable deadlines are shown specifically for each software product.

## 17. Intellectual property

- (1) The intellectual property, industrial property rights and all other rights of simple system remain with simple system. This also applies if these are processed, translated or combined unchanged or processed with third-party products by the customer or third parties.

## 18. Secrecy, analyses

- (1) Within the scope of the cooperation, the contracting parties shall observe and comply with the relevant statutory provisions on the protection of personal data.

- (2) The contracting parties undertake to treat as confidential all confidential items (e.g. software, documents, information) which they receive or become aware of from the other contracting party before or during the execution of the contract and which are legally protected or contain business or trade secrets in accordance with Section 2 of the German Trade Secrets Act (hereinafter: GeschGehG) or are designated as confidential, even after the end of the contract, unless an exception exists in accordance with the GeschGehG. The contracting parties shall store and secure these items in such a way that access by third parties is excluded.
- (3) The contracting parties shall only make the contractual objects accessible to employees and other third parties who require access in order to perform their official duties. They shall instruct these persons about the confidentiality of the items.
- (4) During the term of the contract, simple system is entitled to analyze and evaluate the purchase and sales transactions of customers and suppliers processed via the platform. This also includes the right to make the results obtained from the analyses and evaluations available to customers and suppliers in the form of reports or benchmarks, for a fee or free of charge.
- (5) The data is consolidated and anonymized as far as possible. Unless otherwise agreed, the non-anonymized personal data contained in the data is only used to provide the contractually agreed services.
- (6) The analysis, evaluation and provision of the data is carried out in particular with the aim of improving the range of services for customers and vendors and to enable an increase in customer satisfaction, the product range and the development of new individualized customer offers.
- (7) Insofar as simple system anonymizes and aggregates the data, simple system can also carry out analyses for the following purposes, for example:
  - a. to improve the product and service portfolio, technical resources and support,
  - b. for research, new and further development of professional services,
  - c. to check and ensure data integrity,
  - d. for creating forecasts and demand scenarios,
  - e. to determine and evaluate correlations and trends in industry segments,
  - f. for the establishment and expansion of applications in the field of AI (artificial intelligence),
  - g. for anonymous benchmarking.
- (8) simple system becomes the sole legal owner of the data and information obtained from the analysis at the time of its creation. The intellectual property, industrial property rights and all other rights to the customer data remain with the customer or other rights holders.
- (9) No financial claim arises for providers or customers from the use of their data.
- (10) simple system stores all data relating to transactions in accordance with the retention periods under commercial and tax law, irrespective of their release and deletion.

## 19. Assignment of claims by the customer; transferability

- (1) Claims against simple system in relation to the services to be provided by simple system in connection with the platform may only be assigned with the prior written consent of simple system, which simple system may not unreasonably withhold. This does not apply if it is a monetary claim and the legal transaction that gave rise to this claim is a commercial transaction for both parties or the debtor is a legal entity under public law or a special fund under public law.

## 20. Amendment of the contractual conditions

- (1) Unless otherwise specifically regulated, simple system is entitled to change or amend these GTC and other conditions. simple system will make the changes or amendments available to the customer on the service platform at least 6 weeks in advance.

## 21. Force majeure

- (1) In cases of force majeure, the affected party shall be released from its contractual obligations for the duration and to the extent of the impact. Force majeure is any event beyond the control of the affected party which prevents it from fulfilling its obligations in whole or in part, including fire damage, floods, strikes, cyber attacks and lawful lockouts as well as operational disruptions or official orders for which it is not responsible. Supply difficulties and other disruptions to performance by upstream suppliers shall only be deemed to be force majeure if the upstream supplier is prevented from providing the service incumbent upon it by an event of force majeure. The affected party shall immediately notify the other party of the occurrence and cessation of the force majeure and shall use its best endeavors to remedy the force majeure and to limit its effects as far as possible.
- (2) In the event of force majeure, the parties shall jointly agree on the further procedure and determine whether, after its termination, the contractual products not delivered during this period shall be delivered subsequently or payments refunded. Notwithstanding the foregoing, either party shall be entitled to cancel the orders affected thereby if the force majeure continues for more than four weeks from the agreed delivery date.

## 22. Priority regulation, place of performance, export, place of jurisdiction, applicable law, severability clause

- (1) Any individual agreements with the customer (e.g. in contracts of use) shall take precedence over these GTC.
- (2) The parties are aware that the software may be subject to export and import restrictions. In particular, there may be licensing requirements or the use of the software or associated technologies abroad may be subject to restrictions. The customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The fulfillment of the contract by simple system is subject to the proviso that there are no obstacles to fulfillment due to national and international regulations of export and import law or other legal regulations.
- (3) Unless otherwise agreed, the place of performance is exclusively the registered office of simple system.
- (4) If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all obligations arising from and in connection with the contractual relationship - including matters relating to bills of exchange and cheques - is the registered office of simple system or, at the discretion of simple system, the registered office of the customer, unless an exclusive statutory place of jurisdiction applies. The above agreement on the place of jurisdiction also applies to customers domiciled abroad.
- (5) With regard to all rights and obligations arising from and in connection with the use of the platform and the contracts of use, the law of the Federal Republic of Germany shall apply exclusively and without regard to conflict of laws provisions, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (6) Should a provision in these terms and conditions or a provision in other agreements between simple system and the customer be or become invalid, this shall not affect the validity of all other provisions or agreements. Insofar as the invalid provision is a material contractual provision, the parties undertake to negotiate a valid provision together.