

Terms of Use for Quentic as a Demo SaaS Version

A. General information

Quentic GmbH (formerly EcoIntense GmbH), represented by its managing directors, Schreiberhauer Str. 30, 10317 Berlin (hereinafter referred to as "Quentic"), has developed the modular software "**Quentic**". Hereinafter referred to as "Software". This software, which is protected by copyright in favour of Quentic, is a web-based enterprise software, in particular for the different areas of responsibility of health, safety, environment and sustainability. Quentic supports operational problem solving and strategic planning and enables the unified administration of management systems.

Unless otherwise agreed, the customer wants to use the software "Quentic" in the demo version **exclusively for internal test and demonstration purposes** with a **maximum of 5 users 14 days** ("trial period") free of charge and exclusively in his company as a SaaS solution, in the following referred to as „Licensed Software“.

The following Terms of Use apply to the use of the Licensed Software as a SaaS solution and exclusively to companies within the meaning of Section 14 of the German Civil Code (BGB). Private individuals cannot register to use the Licensed Software as a SaaS solution.

Any provisions opposing or deviating from these Terms of Use shall not be applicable unless expressly confirmed in writing by Quentic. These Terms of Use shall apply even if Quentic provides services without reservation in full knowledge of conditions of the client which are contradictory to or deviate from the terms stated herein.

1. Registration / conclusion of contract

- 1.1** Condition for the online use of the demo version of the Licensed Software as a SaaS solution is the successful and effective registration of the customer by authorized employees on the website ["https://www.Quentic.com/demo-version/"](https://www.Quentic.com/demo-version/).
- 1.2** As part of the registration process, the customer is provided with an individual demo system of EcoWeb-Desk including a user account. For this purpose, certain company-related information and contact details must be provided. Mandatory elements are, for example, the name of the company and a contact person to be named by the customer with the corresponding contact data such as name, e-mail address and, if applicable, telephone number.
- 1.3** After online registration, Quentic will send the customer an e-mail with registration data to the e-mail address provided by the customer, with which the customer can use the demo version of the Licensed Software as a SaaS solution.
- 1.4** Within the e-mail mentioned in section 1.3, reference is made to these terms and conditions of use, with which the customer expressly agrees. By logging in for the first time with the provided access data, the customer acknowledges that he/she has accepted, understood and accepted the terms of use. With the customer's first login, this contract of use becomes effective.

- 1.5** Multiple registration, registration under a false name, using pseudonyms or stage names or with several e-mail addresses, is not permitted.
- 1.6** User accounts are not transferable without prior the written consent of Quentic.
- 1.7** The customer warrants that all data and content provided by him/her during re-registration are truthful, current, available and complete. He is obliged to inform Quentic immediately in writing about any changes to his data.
- 1.8** The client will protect the user and access authorisation as well as the password provided to the client or to the users against access by unauthorised third parties and will not disclose the same to unauthorised users. Once the client has evidence that the use and access authorisation has been unlawfully obtained from or could be abused by a third party, the client is obliged to inform Quentic immediately thereof, so as to mitigate any loss involved.
- 1.9** The use of the demo version of Quentic by companies competing with Quentic is prohibited without the prior written permission of Quentic. Quentic reserves the right to immediately delete the user account and block access to the demo version of Quentic in case Quentic becomes aware that the customer is a competitor after registration.

2. Subject of the Agreement / performance obligations of Quentic

- 2.1** The subject of the Agreement is the program package "Quentic" as a Demo Version. The specific scope of functions of the Software as well as the hardware and software operating conditions of the Software which are necessary for the client arise from the data sheets of the individual program modules (these data sheets can be viewed on and downloaded from the website "www.Quentic.com/downloads"). The Software "Quentic" as the Demo Version is hereinafter referred to as the "Licensed Software". The source code of the Licensed Software is not the subject of Agreement.
- 2.2** Quentic shall provide the client with the Licensed Software for use via internet. The client shall therefore receive the technical ability and permission to access the Licensed Software (which is hosted on central servers of the hosting partner of Quentic) via the internet and to use the functionalities of the Licensed Software pursuant to this Agreement.
- 2.3** Quentic shall make the English-language user documentation available in electronic form under: "https://www.Quentic.com/fileadmin/documents/en/Quentic-Basic-System.pdf".
- 2.4** The agreed delivery and transfer location for the contractual services of Quentic is the router output of the data centre of the hosting partner used by Quentic. The

connection of the client to the internet, maintenance of the network connection as well as the procurement and provision of the hardware and software required by the client is not the subject of this Agreement.

2.5 Quentic shall endeavour to make the contractual Licensed Software available or keep it available 24 hours a day, seven days a week. However, Quentic may at any time carry out or have carried out work on the Licensed Software or its systems, such as maintenance or development work, which may lead to interruptions and/or restrictions in the availability of the Licensed Software. Uninterrupted or restricted availability may also occur for other reasons. The customer must accept such interruptions and/or restrictions of availability. The customer shall not be entitled to the use or uninterrupted use of the contract Licensed Software during the trial period.

2.6 Quentic shall use security programs, such as virus scanners and firewalls, in order to prevent unauthorised access to the client's data and the transmission of harmful data, in particular viruses, as far as is possible with reasonable economic and technical effort. However, the Client is aware that complete protection against damaging data and unauthorised access to the data of the client is not possible. If a hazard cannot be eliminated in another technically and economically reasonable and promising manner, Quentic is entitled to delete that data of the client which includes damaged contents. Quentic shall notify the client thereof.

2.7 Insofar as the customer transmits data - in whatever form - to Quentic, the customer shall make backup copies of these data on its own data carriers. Quentic shall backup its server regularly and protect it with reasonable technical and economic effort against interference by unauthorised persons/entities. If a loss of data still occurs, the client will transfer the data in question again, free of charge, to the server of the hosting partner of Quentic. For compliance with commercial and tax-related retention periods, the client is solely responsible.

2.8 Unless expressly agreed in writing, Quentic does not owe any further services. In particular, Quentic is not obliged to provide installation, setup, consulting, customisation and/or training services or to create or provide customised programming or additional programs. However, Quentic can provide these services for a separate fee upon written agreement with the client.

3. Usage rights

3.1 For the term of this Agreement, Quentic grants the client a non-exclusive, non-transferable, non-sublicensable right, in exchange for payment, to use the Licensed Software on the system in the data centre of the hosting partner of Quentic by (at most) the number of users named in the offer. The Licensed Software shall not be transferred to the client. If Quentic provides new versions, updates or upgrades of the Licensed Software during the term of this Agreement, the above right of use shall apply accordingly. Quentic is not obliged to provide new versions, upgrades or updates unless this is absolutely necessary to

remedy a defect or stipulated otherwise in this Agreement. Beyond the purposes of this Agreement, the client is not entitled to use, reproduce, download or make available to third parties outside of the agreed user group the Licensed Software or data other than its own.

3.2 If the contractual use of the Licensed Software is negatively affected by rights of third parties through no fault of Quentic, Quentic is entitled to refuse the services affected thereby. Quentic shall inform the client thereof without delay and shall enable the client to properly access its data.

4. Obligations of the client

4.1 The employee of the client entering into this Agreement shall serve as a contact person to Quentic, at least during the main processing time. In particular, he shall provide the information necessary to execute this Agreement and (to the extent that he is entitled to do so) make legally binding decisions. To the extent that the employee who concludes this Agreement is not authorised to make any legally binding decisions which are in connection with this Agreement, the client will designate another or further contact person who has the necessary permission. Quentic is to be informed if one contact person has been replaced by another.

4.2 The client will also bear sole responsibility for ensuring that the users of the Licensed Software have access to an internet connection as well as to appropriate software and hardware equipment and configurations in accordance with the provisions of this Agreement. The Client is solely responsible for the operation and maintenance of these technical requirements.

4.3 The client shall inform the users of the Licensed Software in detail about the obligations resulting from this Agreement and shall oblige the users, through appropriate contractual arrangements, to comply with all of the obligations pursuant and related to this Agreement.

4.4 The client will protect the user and access authorisation as well as the identification and authentication backups provided to the client or to the users against access by unauthorised third parties and will not disclose the same to unauthorised users. Once the client has evidence that the use and access authorisation has been unlawfully obtained from or could be abused by a third party, the client is obliged to inform Quentic immediately thereof, so as to mitigate any loss involved.

4.5 The client shall not misuse the Licensed Software or allow it to be misused; in particular, the client shall not transmit any contents which include any unlawful content. The client will also refrain from any attempt, on its own or through unauthorised third parties, to retrieve any information or data without authorisation, to interfere with programs that are operated by Quentic or to allow such interference, or to access the data networks of Quentic without authorisation.

- 4.6** The client will also attain the necessary consent of the concerned party if the client collects, processes or uses personal data within the scope of using the Licensed Software and no legal permission applies. In all other matters, the client will also comply with all data protection regulations and other statutory requirements.
- 4.7** The client shall inform Quentic immediately of any errors in the Licensed Software, indicating how and under which circumstances the error or defect has occurred
- 4.8** When using the Licensed Software, the client will comply with all applicable laws and other regulations of the Federal Republic of Germany. The client is prohibited in particular from entering any data or content that violates laws, foreign property rights or copyrights or that infringes upon other rights of third parties. The client is solely responsible for the information and content which it provides. Quentic will not review the contents for accuracy.
- 4.9** The customer shall secure the data and content transmitted to Quentic on a regular basis and in accordance with the risk, but at least once a day, and shall make his own backup copies in order to guarantee the reconstruction of the data and information in the event of loss.
- 4.10** Prior to sending the data and information, the client shall check it for viruses and use state-of-the-art anti-virus programs. The customer will regularly back up his existing data in the system by downloads until the end of the contract, since it cannot be excluded that after termination of the contract access to these data is no longer possible by the customer.
- 4.11** If a third party claims a violation of law due to the data or content provided by the client, Quentic is entitled to block the contents fully or temporarily if a doubt which is justifiable through objective evidence exists as to the legality of the data and/or content. In such a case, Quentic will ask the client either to cease the infringement within a reasonable time or to prove the legality of the content. If the client does not comply with this request, Quentic shall be entitled, notwithstanding further rights and claims, to terminate the Agreement for good cause without giving notice. Quentic can charge the expenses which it incurs as a result of these measures to the client at the prices applicable at that time. If the client is responsible for the infringement, the client shall compensate Quentic for any resulting damage and shall exempt Quentic from any third party claims. Further rights are reserved.
- 4.12** Moreover, the client is obliged to conduct any necessary cooperation services immediately and without charge, particularly if Quentic requests this and the necessary steps do not exceed reasonable expense.
- 4.13** If the client commits a severe or other violation of its obligations under this Agreement, as well as in the case of repeated violations, Quentic is entitled, at its own discretion, to fully or partially suspend the use of the contractual services by the client or to terminate the contractual relationship for good cause and without notice. Quentic can charge the client for the costs

that Quentic incurs as a result of said measures at the prices applicable at that time. If the client is responsible for the infringement, it is obliged to compensate Quentic for any resulting damage.

5. Contractual term / remuneration exemption

- 5.1** The term of this contract begins with the entry into force of this contract according to clause 1.4. unless otherwise agreed, the term is 14 days and corresponds to the test period.
- 5.2** The license agreement ends automatically and without notice, either after the end of the test period or as soon as the customer wants to use Quentic in productive operation and concludes a paid SaaS agreement on Quentic.
- 5.3** The right to termination for good cause shall not be affected. All notices under this Agreement must be in writing in order to be effective.

6. Responsibility for defects and Liability

- 6.1** Quentic does not assume any warranty. The customer is aware that the Licensed Software is or may be defective. Incidentally, liability for defects is governed by § 600 BGB (German Civil Code).
- 6.2** The liability of Quentic is limited to intent and gross negligence or lack of a guaranteed characteristic. Quentic shall be liable to the full extent in case of intent, in case of gross negligence and the absence of a guaranteed characteristic, liability shall be limited to the amount of the typical and foreseeable damage. Any further liability is excluded.
- 6.3** The client is responsible for regularly backing up its data. In the case of a loss of data for which Quentic is responsible, Quentic shall be liable in accordance with the above provision only for the expense of duplicating the data, the backup copies to be created, and for the cost of restoring the data which would be lost even with a standard data backup procedure.
- 6.4** The limitations of liability pursuant to the above sections apply, mutatis mutandis, in favour of the employees and agents of Quentic.
- 6.5** Any liability on the part of Quentic for claims due to the German Product Liability Act ("Produkthaftungsgesetz"), remains unaffected.

7. Service changes

- 7.1** Quentic may change the service at any time during the test period.
- 7.2** Irrespective of this, Quentic is entitled to change or supplement its range of services or parts of it at any time.

8. Third party property rights

8.1 If the client is convicted for violations of intellectual property rights and copyrights of third parties as a result of the contractual use of the services provided by Quentic, Quentic shall exempt the client from these claims under the following conditions:

- (a) the client notifies Quentic immediately in writing as soon as the former becomes aware of the claims made against it, and
- (b) the client grants Quentic control of all defensive measures and settlement negotiations. In particular, the client shall not provide any judicial or extrajudicial recognition regarding claims of third parties, and
- (c) the client supports Quentic in defending or settling the claims in an appropriate manner.

8.2 Regarding the obligation to indemnification pursuant to Section 8.1 above, Quentic is obliged to pay damages to the client for the infringement of intellectual property rights of third parties only if Quentic has been responsible for the infringement.

8.3 The rights of the client pursuant to this Section 8 do not apply if the infringement of property rights of third parties results because the client

- (a) has conducted a change to the contractual services which has not been approved in writing by Quentic under this Agreement or otherwise in writing, or
- (b) uses the contractual services in a way other than for the purposes of this Agreement, or
- (c) combines them with hardware or software that which does not correspond to the description under "www.Quentic.de/downloads "and downloadable" System Requirements Client (SaaS)".

9. Data protection and data security

9.1 Both parties shall comply with the relevant applicable data protection regulations, in particular those which are in force in Germany, and shall undertake to oblige their employees who are working in connection with the Agreement to maintain data confidentiality, provided that they are not already committed accordingly in a general fashion.

9.2 Both contractual parties shall also comply with the provisions that are applicable for order processing and for the data centre used by Quentic and shall take the necessary technical and organisational measures to protect personal data within the meaning of Section 9 Federal Data Protection Act of Germany ("Bundesdatenschutzgesetz" / BDSG).

9.3 If the client collects, processes or uses personal data itself or through Quentic, the client will be responsible for ensuring that it is entitled to do so under the applicable regulations, in particular the data protection regulations, and shall exempt Quentic of any third party claims in the event of a breach.

9.4 It is made clear that the client shall remain the "owner of the data", both in general with regard to the Agreement

as well as in terms of data protection (Section 11 BDSG). In terms of the right of disposal and ownership, the client is solely entitled to all client-specific data (input, processed, stored and/or output data). Quentic shall not check the data or content stored for the client regarding legal admissibility of the collection, processing and/or use; this responsibility will fall exclusively to the client. Quentic is only entitled to process and/or use the client-specific data upon instruction of the client (e.g. to comply with deletion and blocking obligations) and within the scope of this Agreement; in particular, Quentic is prohibited from making the client-specific data accessible to third parties (except for the respective Quentic hosting partner) in any manner without the prior written consent of the client. This also applies when any change or supplement to the client-specific data occurs. By contrast, Quentic is entitled during the validity of this Agreement to process and use the data of the client within the scope of that which is permitted according to data protection law.

9.5 The client is categorically not entitled to demand access to the premises where the Licensed Software or other system components are located. This does not affect access rights of the Data Protection Officer of the client following written application to verify compliance with the requirements pursuant to the annex to Section 9 BDSG and the other legal and contract-compliant handling of Quentic with personal data in the context of the operation of the Licensed Software pursuant to this Agreement.

9.6 The contractual parties shall use all documents, information and data that they receive for the execution of this Agreement and which are identified to them as confidential only for the execution of this Agreement and, if said documents, information and data are not public knowledge, the parties shall treat them as confidential business or trade secrets. The contractual parties shall impose a suitable obligation upon their employees and involved third parties that are affected by this Agreement. These obligations shall remain in force even after the termination of this Agreement, for whatever reason, for a further two years after the expiry date.

9.7 If Quentic commissions subcontractors, Quentic will oblige the concerned subcontractors accordingly.

10. Force Majeure

10.1 Quentic is released from the obligation to any performance according to this Agreement if and to the extent that the non-fulfilment of performance is due to the occurrence of force majeure after the signing of the Agreement.

10.2 Incidents of force majeure are, for instance, wars, industrial action, unrest, expropriation, storm, flooding and other natural disasters as well as any other circumstances that are not the responsibility of Quentic (in particular, water leaks, power failure and the interruption or destruction of data-carrying cables).

10.3 Each contractual party must immediately inform the other contractual party in written form of any case of force majeure that has arisen and must inform the other

contractual party in the same manner as soon as the force majeure event has ceased.

11. Final provisions

- 11.1** All agreements that involve a change, amendment or detailing of these Agreement terms, as well as any special assurances, guarantees and agreements, are to occur in writing, unless otherwise stipulated in this Agreement. This also applies to any waiver of this requirement for the written form. Guarantees shall only be qualified as legal guarantees if they are expressly designated as guarantees. If explanations, supplements, specifications, assurances and/or guarantees of representatives or agents of Quentic are stated, they are only binding if Quentic has given their written consent hereto.
- 11.2** The contractual parties may only transfer the rights and obligations under this Agreement with the prior written consent of the other party.
- 11.3** The client may only present, offset or assert a right of retention regarding claims which are legally established final and absolute or which are undisputed.
- 11.4** The general terms and conditions of the client do not apply, even if they are not expressly contradicted.
- 11.5** Regarding all legal relations resulting from this contractual relationship, the contractual parties agree to apply the laws of the Federal Republic of Germany, with the exclusion of the CISG.
- 11.6** The exclusive place of jurisdiction for all disputes arising from and in connection with this Agreement is Berlin. However, Quentic is also entitled to sue at the location of the headquarters of the client.
- 11.7** If any provision of this Agreement is or becomes invalid, the validity of the remaining provisions of this Agreement shall not be affected thereby. The contractual parties are obliged within reason to replace the invalid provision in good faith by another permissible provision with similar economic results, provided that this does not cause a significant change to the contents of the Agreement.