

## General Terms and Conditions of Synfioo GmbH

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### 1st Part: General Provisions

#### § 1 Scope of Application, Application of these General Terms and Conditions

- (1) These general terms and conditions (hereinafter referred to as "**GTC**") shall apply to all services provided by Synfioo GmbH, August-Bebel-Str. 27, 14482 Potsdam (AG Potsdam, HRB 28368 P) (hereinafter referred to as "**Synfioo**") to its Customers, unless expressly stated otherwise by Synfioo. The services include in particular web-based software applications and applications in the field of logistics as well as software licensing, customizing and hosting services.
- (2) The services of Synfioo are exclusively directed at entrepreneurs/companies in the sense of § 14 BGB (German Civil Code). Synfioo reserves the right to check the entrepreneurial status of the Customer (e.g. by querying the sales tax ID).
- (3) The service relationships between Synfioo and the Customer do not constitute any kind of work or other

instruction-related relationship between the parties. Synfioo and the Customer act as independent companies. Synfioo is not entitled and not obliged to make declarations for the Customer towards third parties or to accept declarations from third parties for the Customer.

- (4) This contract does not establish any rights or obligations between Synfioo and the Customer's contractual partners. Even if the Customer, within the scope of his rights acquired with this contract, conducts a data and/or information exchange with third parties, no rights and obligations and no contractual relationship between Synfioo and these third parties are established.

- (5) In the event of contradictions between Synfioo's offers and these GTC, the provisions in Synfioo's offers take precedence.

#### § 2 Definitions

- (1) *Service Platform*: A platform operated by Synfioo with which arrival time predictions ("**ETA**") can be calculated. The calculation is carried out by using and evaluating traffic-relevant data from internal and external sources. The use of the functionalities of the Service Platform requires network transmissions and compatible Customer and third-party systems, whereby the use of these may result in additional costs for the Customer for third parties.
- (2) *Synfioo API*: Collection of Representational State Transfer (REST) web services operated by Synfioo, with the help of which the Service Platform can be used by machines. The API acts as an interface between Synfioo and the Customer for automated data exchange.
- (3) *Synfioo Web Application*: Web-based application operated by Synfioo with the help of which certain functionalities of the Service Platform are accessible via a web browser.

- (4) *System Components*: Sum of all hardware and software components of the Service Platform including the browser-based accessible software components (front-end), the back-end, the interfaces and the software algorithms used (the software components hereinafter jointly referred to as "**Synfioo Software**") as well as the servers on which the Synfioo Software is hosted, the operating systems, interfaces, routers and the other hardware and software elements used for the proper functioning of the Service Platform and stored in the hosting computer centres.

- (5) *ETA*: Estimated time of arrival of vehicles predicted by the Synfioo Software. The ETA statements are results of the calculation operations of the algorithm used by the Synfioo Software, which

takes into account certain parameters influencing the arrival time. The actual arrival time can, however, always depend on factors that are not taken into account, weighted differently, or that arise or change shortly before arrival. The ETA and all related statements of the Synfioo Software therefore do not represent a definitive statement of the arrival time, but only an estimate.

- (6) *Reporting Functionalities*: Depending on the service packages booked by the Customer, these can be called up via the Service Platform and enable an evaluation of the ETA predictions provided.

- (7) *Recommendations for Action*: Depending on the service packages booked by the Customer, these can be called up via the Service Platform and are automatically generated from the data recorded in the system. Recommendations for Action do not include an application check on the individual Customer processes and are therefore to be understood as general support in connection with an optimisation and increase in efficiency of logistics processes. In particular, they do not replace any individual evaluation of their respective application on the Customer-specific environment to be carried out.

- (8) *Synfioo Mobile App*: Mobile application with the help of which certain functions of the Service Platform can be accessed via mobile devices and supplementary functions such as the transmission of GPS data can be used.

- (9) *Contract of Use*: Contract between Synfioo and the Customer according to the terms of the Synfioo offer and these GTC.

#### § 3 Subject Matter of the Contract

- (1) The subject of the services offered by Synfioo are the functionalities of the Service Platform in their most current version in the field of logistics and in particular the ETA prediction. The functionalities may vary depending on the service packages booked by the Customer.

- (2) The services do not include any advice or assurance of any kind on the part of Synfioo with regard to the legal conformity of the Customer's concrete application of the Service Platform, the Synfioo API, the Synfioo Web Application or the Synfioo Mobile App. Only the Customer has to ensure this. He will in particular comply with data protection and labour law regulations.

#### § 4 Further Developments, Updates

- (1) In the interest of all platform users, Synfioo always strives to improve and sensibly expand the Service Platform in

order to continuously increase the benefits for its Customers. Synfioo therefore expressly reserves the right to further develop the Service Platform during the term of the contract. Within the scope of further developments, Synfioo can, for example, change the appearance of the front end of the Synfioo Web Application, modify the functionalities of the Service Platform, adapt designs, input masks and other components of the front- and back-ends, and adapt the interface definition (in summary, "**Platform Updates**"). There is no Customer claim to Platform Updates, nor is there any claim to further use of a specific version of the Service Platform.

- (2) When using the Synfioo Web Application, the user automatically always receives the latest version of the Synfioo web application. When using the Synfioo Mobile App or the Synfioo API, the Customer must independently update the app or his own implementation to the current version. For Platform Updates affecting the Synfioo API, Synfioo always tries to maintain downward compatibility with earlier versions of the Synfioo API but cannot guarantee this. For a smooth transition, Synfioo enables the continued use of older versions of the Synfioo API for at least six months after the release of a subsequent version. The Customer cannot derive any claims against Synfioo from Platform Updates that have been carried out, as long as Platform Updates do not eliminate or significantly restrict functionalities contractually assured to him and he does not otherwise suffer any unreasonable disadvantages within the framework of platform use.
- (3) In the interest of all Customers, Synfioo is always entitled to adapt the Service Platform to the latest security requirements and, in particular, to restrict operating system and browser compatibility to current versions (the Customer can view a list of compatible versions at <https://www.synfioo.com/service-compatibility>).

### § 5 ETA Statements and Recommendations for Action

Via the Service Platform, the Customer receives ETA statements and - depending on the scope of services booked - Recommendations for Action and Reporting Functionalities. The following applies here:

- (1) ETA statements can only be made if at least the coordinates or the complete and unambiguous address data of the starting point, the coordinates of the destination, the means of transport (hereinafter also referred to as "**asset**") as well as any change of means of transport, current GPS data of the means

of transport from the Synfioo Mobile App, from the respective vehicle telematics or from another source agreed separately between the parties have been entered by the Customer beforehand. Position data of ships and aircrafts are entered by Synfioo after unambiguous identification by the Customer (e.g. IMO number for ships). The Customer is aware that costs may be incurred by third-party providers in the course of determining the location of the asset.

- (2) The Customer is aware that the ETA statements generated by the Synfioo Software are in no case definitive statements of the arrival time, but are always only an estimate based on certain parameters known to the Synfioo Software. Depending on external circumstances and special situations of the individual delivery process, the estimates can deviate considerably (without time limit) from the actual arrival times. The Service Platform is therefore suitable as a supplement to the Customer's existing logistics processes and cannot replace them. The Customer will take this into account accordingly in his logistics processes.
- (3) Recommendations for Action are not suitable as the sole basis for decision-making for the Customer, but represent an automatically generated general support based on certain parameters for optimizing and increasing the efficiency of logistics processes. The Customer will therefore always check Recommendations for Action with the care to be applied to all operational decisions made by him before possible implementation.

### § 6 Access to the Service Platform, Obligations of the Customer

- (1) After conclusion of the Contract of Use, the Customer receives access to the Service Platform depending on the selected type of access. The Customer agrees that any necessary account data will be sent electronically by email to the email addresses provided. Via the accounts set up, the services contractually agreed in accordance with the general terms and conditions and the offer can be used.
- (2) For access to the Service Platform via the Synfioo API, the Customer receives an API key that uniquely identifies the Customer.
- (3) Access to the Service Platform via the Synfioo Web Application is granted via email address and password. For this, the Customer can register for a single-account-use directly in the Synfioo Web Application. For an account that is to be used by several users at the same time, the Customer must send Synfioo the email addresses of all desired users in

text form. Synfioo then creates the corresponding account and the account credentials for the users ("**Employee Accounts**"). In total, up to 10 (ten) users can access the same account. If not all users are known when the contract is concluded, the Customer can also request the remaining activations during the contract period by sending Synfioo the email addresses in text form.

- (4) Access to the Service Platform via the Synfioo Mobile App is granted via email address and password. The corresponding accounts are created independently by the Customer, e.g. in a specific mask in the Synfioo Web Application.
- (5) The contractual services are provided by Synfioo exclusively to the Customer including the companies affiliated with the Customer pursuant to § 15 AktG (German Stock Corporation Act) (hereinafter jointly referred to as "**Customer Companies**"). The contractual services may only be used by Customer Companies. The Customer may not permit third parties to use the services. This explicitly excludes links that can be generated in order to share information of a certain transport with third parties. These links may be freely distributed by the Customer.
- (6) The Customer is obliged to have account data created exclusively for his own employees and to pass it on to his own employees exclusively on a need-to-know basis and to obligate these employees in accordance with the provisions of this § 6. The Customer shall be liable to Synfioo for the actions of its employees in connection with the access, use and disclosure of access data.
- (7) Under no circumstances may the Customer pass on account data to third parties that are not defined as Customer Companies. The Customer is obliged to protect all account data against unauthorized access carefully and according to the current state-of-the-art.
- (8) If it is to be suspected that unauthorized third parties have gained knowledge of access data, the Customer must inform Synfioo immediately in text form. The costs for the blocking or modification of account data, insofar as Synfioo is not responsible for the necessity of the blocking or modification, shall be borne by the Customer.
- (9) Synfioo's contractual partner also remains the Customer with regard to Employee Accounts. A contractual relationship between the Customer's employees and Synfioo is not established. The Customer is liable to Synfioo for the conduct of his employees and is responsible to Synfioo for the fact that his employees behave in accordance with the contract and in connection with

the use of the contractual services do not violate these terms and conditions, laws and/or rights of third parties. Any violation of these conditions by employees will be charged to the Customer, the Customer is obligated to Synfioo in these cases.

- (10) The repeated entry of incorrect account credentials can lead to the blocking of Synfioo services for which these account credentials apply.
- (11) The Customer shall compensate Synfioo for any damages resulting from the violation of Customer obligations arising from this regulation.

### § 7 Term of Contract, Termination

- (1) Unless expressly agreed otherwise, the Contract of Use shall initially run until the end of the 12th calendar month following the conclusion of the contract and shall then be automatically extended by a further 12 months ("**Period of Use**") unless the contract is terminated by either party at least 3 (three) months prior to the beginning of such an extension. The foregoing shall also apply mutatis mutandis to all subsequent periods of use.
- (2) Termination of this Contract of Use in accordance with paragraph (1) of this section may be declared in text form without justification. The right to extraordinary termination for good cause remains unaffected. An important reason from Synfioo's point of view exists in particular if the Customer
  - a. is in arrears with an agreed payment and does not immediately complete such payment even after a reminder with an appropriate deadline of at least 30 (thirty) days, or
  - b. violates an obligation under **Error! Reference source not found.** paragraphs (5) to (8) or **Error! Reference source not found.** of these GTC, or
  - c. contrary to § 1 paragraph (2) has not concluded the Contract of Use in his function as an entrepreneur within the meaning of § 14 BGB (German Civil Code).

### § 8 Pricing Models and Payment

- (1) With regard to the use of the Service Platform, the Customer can choose between asset- and transport-based pricing table models.
  - a. *Asset-based Pricing Model:* Asset-based price model: An asset is a means of transport (e.g. a truck). This means that the Customer can query the transport information generated by the Synfioo Software (including ETA) for booked assets

as often as required. Asset-based pricing models each contain a certain number of assets per calendar month for which transport information can be retrieved. If the first month is a truncated calendar month, the Customer still has the full number of booked assets available for that month. Fees for truncated calendar months booked after the 10th of the respective month are reduced by 50% compared to the full arithmetical fee for the respective month. For bookings made before the 10th of the month, the full calculated monthly fee is due.

- b. *Transport-based Pricing Model:* Transport-based pricing model: A transport is a sequence of starting point, intermediate points and end point and can include several different assets. Assets may be limited to specific modalities (road, rail, water, air) in accordance with the provisions of Synfioo's offer. The Customer can request all the information generated by the Service Platform for each transport booked. Transport-based pricing models include a certain number of transports per calendar month for which transport information can be obtained. If the first month is a truncated calendar month, the booked transports will be reduced pro rata temporis, rounded to the benefit of the Customer. For truncated months, a fee shall be payable which shall be reduced by the same percentage as the number of transports booked pursuant to this Clause b as a percentage of the regular calculated monthly fee.

Assets or transports not used in a calendar month expire at the end of each month. The number of assets or shipments booked does not represent a maximum number. Should the Customer monitor more assets or transports in a calendar month than was previously contractually agreed, these will be invoiced at the contractually agreed price in the following month. The Customer can increase the number of booked assets/transports per month in agreement with Synfioo at any time ("**Upgrade**"). For months (including truncated months) to which the respective Upgrade applies, a separately agreed fee increase shall be due. For clarification: All further changes to the pricing models booked by the Customer also require the agreement of both parties.

- (2) Unless explicitly agreed otherwise,

- a. an entry fee is due upon conclusion of the Contract of Use and
- b. the current fees for the booked pricing models become due in advance at the beginning of each calendar quarter, for the first time with the conclusion of the contract for the then current calendar quarter.
- c. Synfioo invoices are to be paid without deduction within 2 (two) weeks of the invoice date.
- d. all prices stated in Synfioo's order forms, quotations and invoices are net prices plus the respective statutory value-added tax valid at the time of invoicing.

- (3) Unless explicitly agreed otherwise, payments shall be made exclusively on invoice and by bank transfer to a German bank account indicated by Synfioo.
- (4) The crediting of the respective amount to the bank account indicated by Synfioo is relevant for compliance with payment dates and deadlines. In case of default of payment, Synfioo may charge default interest according to § 288 paragraph (2) BGB without prejudice to its further rights.

## 2nd Part: Hosting, Platform Operation

### § 9 Services Provided by Synfioo

- (1) Synfioo shall ensure access to the Service Platform and its operation in accordance with the provisions of the Contract of Use. Within the contractual and legal framework, the Customer is entitled to use the Service Platform via his accounts.
- (2) Assurances regarding the performance of the Service Platform as well as the System Components (e.g. response and reaction times of the Synfioo API, web application and mobile app) only exist if these have been expressly declared to the Customer in text form by Synfioo.
- (3) Synfioo reserves the right to change or extend individual services and to make improvements, extensions, adaptations to the state of the art or other changes at any time, provided that the contractual obligations towards the Customer are met.
- (4) The transfer point for the server hosting services is the interface between the servers on which the Service Platform is hosted and the Internet.

### § 10 Availability of Service Platform

Synfioo assures the Customer a network availability of the Service Platform, which is determined as follows:

- (1) Synfioo shall make the Service Platform available on the Internet with an availability of at least 98.5% per calendar quarter.
- (2) Excluded from the guaranteed availability of the Service Platform are the following downtimes and reduced availability. These are deemed to be proper performance and are not counted as time impairing accessibility:
- a. Downtimes for which Synfioo is not responsible: Downtimes during which the availability of Synfioo's servers or its subcontractors is impaired due to technical or other problems (e.g. force majeure, fault of third parties including Denial of Service (DDoS) attacks, etc.) for which Synfioo is not responsible under consideration of customary market standards.
  - b. Downtimes of less than 5 minutes per day.
  - c. Downtimes due to planned maintenance work on the Service Platform, which are carried out between 11 p.m. and 6 a.m. according to Central European Time ("**Maintenance Window**"). During these Maintenance Windows, the Service Platform may be temporarily unavailable in its entirety or in relation to some services on the Internet.
- (3) Furthermore, Synfioo is entitled to restrict access to the Service Platform if the security of the network operation, the maintenance of the network integrity, in particular the avoidance of serious disturbances of the networks, the software, the stored data or the interoperability of the services or data protection are compromised and require the restriction of access.
- c. refrain from investigating security measures (on all systems, networks, hosts, accounts or other subsystems) of Synfioo ("Port Scan");
  - d. not to interfere with services ("Denial of Service Attacks");
  - e. refrain from any action or conduct having any effect or purpose similar to that described above.
- (2) A documentation of the customizing services by Synfioo as well as the provision or commenting of source code or object code created or modified within the scope of the customizing services shall only be owed if the parties expressly and mutually agree to this.

(2) Insofar as the Customer violates the above obligations, Synfioo is entitled, subject to the assertion of further existing rights, to exclude the Customer from the use of the contractual services in whole or in part.

### § 12 Customer Content, Rights of Use

- (1) The Customer grants Synfioo the non-exclusive and spatially unrestricted right to store, reproduce and make publicly accessible the copyrighted content uploaded to the Service Platform, including the right to sublicense, to the extent this is necessary for the fulfilment of Synfioo's contractual obligations and is limited to the term of the Contract of Use, whereby the Customer allows Synfioo to store the data within the scope of backups even up to a maximum of 12 months after the end of the Contract of Use. The Customer is obliged to ensure that he is the owner of all rights required for the granting of rights in accordance with the aforementioned sentence 1 and that the granting of rights does not infringe any rights of third parties.
- (2) The Customer shall indemnify Synfioo against all claims of third parties based on infringements of rights arising from the contractual use of data or files by Synfioo or one of the subcontractors commissioned by Synfioo, which the Customer has provided to Synfioo for this purpose. This includes the assumption of the costs of Synfioo's legal defence (including legal and attorney's fees at the statutory rate). Any further claims of Synfioo against the Customer remain unaffected.
- (3) Synfioo will have no influence whatsoever on the content uploaded by the Customer and its transmission and will not check it and thus consider it to be external to Synfioo.
- (1) If the agreed customizing services include the processing of protectable works, trademarks or other property rights provided by the Customer, the Customer grants Synfioo the rights of use necessary for the processing and other performance of the contractual customizing services by Synfioo. The Customer is also obliged to ensure that he is the owner of all rights required for the granting of rights in accordance with sentence 1 above and that the granting of rights does not infringe any rights of third parties. **Error! Reference source not found.** paragraph (2) shall apply mutatis mutandis.
- (2) If copyrightable works are created as a result of customizing services, this shall apply:
- a. The rights to works and other intangible assets made available to Synfioo by the Customer in connection with the provision of customizing services shall remain with the Customer, but Synfioo shall be entitled to store, reproduce and make publicly accessible these intangible assets to the extent and for as long as this is necessary for the provision of the contractual obligations by Synfioo.
  - b. All changes and extensions to the Service Platform and its System Components, including the Synfioo Software, within the scope of the customizing services, with the exception, however, of the immaterial goods mentioned under item a.), shall be subject to the same rights of use as the Service Platform. The Customer shall not be granted any rights of use in this respect.

### § 11 Obligations of the Customer

- (1) The Customer shall refrain from any unlawful, non-contractual or improper use of services which are the subject of the Contract of Use. In particular, the Customer shall,
- a. Not to interfere with the Service Platform and the System Components of Synfioo or networks connected to it, not to make any changes to the physical or logical structure of System Components that are not permitted by licensing law, or otherwise by contract or law, and not to use any equipment, software or other measures that could lead to such changes;
  - b. to refrain from excessive use or other measures that are suitable

### 3rd Part: Customizing

#### § 13 Subject Matter and Scope of Services

- (1) The scope and content of customizing services shall be governed by the particular agreements agreed between

### § 15 Acceptance

- (1) Synfioo will inform the Customer of this after customizing services have been carried out and will request the Customer to accept the goods within a reasonable period of time. If the customizing is free of significant defects, the Customer is obliged to declare acceptance immediately in text form. Acceptance may not be refused due to insignificant defects.
- (2) If the Customer detects any defects, he shall immediately report these to Synfioo in text form in reproducible form and with all technical information necessary to isolate the exact defect and to recognize its consequences as well as to complete the acceptance tests as far as possible. In the case of insignificant defects, the acceptance tests shall not be interrupted or repeated. If the defects are substantial, Synfioo will remedy them immediately and notify the Customer of the remedy. The acceptance tests shall then begin again, and paragraph (1) shall apply.
- (3) If the acceptance declaration is delayed despite readiness for acceptance and for reasons for which Synfioo is not responsible, or if the Customer refuses acceptance despite readiness for acceptance, Synfioo may set the Customer a reasonable deadline after which acceptance shall be deemed to have been granted.

### § 16 Separate Remuneration for Customizing Services

- (1) Unless expressly agreed otherwise between the parties, customizing services shall be remunerated at a flat rate by a one-time fee and the one-time fee shall be due upon order.
- (2) If the remuneration is based on expenditure, it shall be calculated on the basis of the hours worked. A remuneration based on the number of person days worked is based on 8 (eight) working hours. Work performed in excess of 8 (eight) hours per person day shall be additionally remunerated at 1/8 of this person's day price multiplied by the number of additional hours performed. If remuneration per person day or hour has been contractually agreed, invoicing shall be on this basis.

## 4th Part: Common Provisions

### § 17 Data Protection, Data Backup

- (1) Synfioo complies with the provisions of the data protection law applicable in Germany, in particular the General Data Protection Regulation (GDPR). Both parties undertake to conclude a data processing agreement with each other if this is legally necessary.

- (2) The data stored on the Service Platform (including ETA statements) shall be stored on redundant systems (database mirror). In addition, Synfioo secures the aforementioned data daily by backups, which are kept at different locations that are at least 200 km apart from one another. Synfioo shall not be subject to any further data security obligations unless such obligations have been agreed separately with the Customer.

### § 18 Referencing

- (1) Synfioo may use the Customer, including the Customer's logo, as a reference for advertising purposes and on its own website, in direct Customer contact, on printed advertising material as well as in the course of public appearances (e.g. verbal and presentation material) and may refer to the existing contractual relationship with the Customer and the subject matter of the contract. However, Synfioo may not name any further contractual provisions without the prior express consent of the Customer.
- (2) The aforementioned reference permit is included in Synfioo's pricing.

### § 19 Intellectual Property

The Customer expressly acknowledges that Synfioo is the copyright owner of the Synfioo Software, System Components and the Synfioo Mobile App. The Customer will use the Synfioo Software, the System Components and the Synfioo Mobile App exclusively to the extent granted to him in the license agreement or the terms of use.

### § 20 Error Message, Warranty, Statute of Limitations

If Synfioo's services justify the Customer's warranty rights, the following shall apply:

- (1) The Customer will always report defects to Synfioo immediately after their discovery in reproducible form and with all technical information necessary to isolate the exact defect and to recognize its consequences. At Synfioo's option, the defect can also be remedied by correction or software updates, provided that this does not result in an unreasonable disadvantage for the Customer.
- (2) The warranty period for work performed by Synfioo is limited to 1 (one) year from the beginning of the statutory limitation period. If a claim for damages from warranty is based on intent, gross negligence, injury to life, limb and health or the Product Liability Act, the statutory warranty period shall apply.

### § 21 General Limitation of Liability

Synfioo is liable, for whatever legal reason, exclusively in accordance with the following regulations.

- (1) Synfioo is only liable for intent and gross negligence. Synfioo shall only be liable for slight negligence in the event of breach of an essential contractual obligation, the fulfilment of which is essential for the proper performance of the Contract of Use and on the observance of which the Customer may regularly rely (cardinal obligation). Synfioo is only liable for foreseeable damages, the occurrence of which can typically be expected. This also applies to lost profits and savings.

- (2) The limitation of Synfioo's liability does not apply in the case of injury to life, body and/or health and in the case of liability under the Product Liability Act.

- (3) Synfioo shall not be liable for events of force majeure which make the contractual services impossible or which only substantially impede or temporarily hinder the proper execution of the contract. Force majeure shall mean all circumstances that are independent of the will and influence of the contracting parties, such as terrorist attacks, embargoes, seizure of property, natural disasters, strikes, authority decisions or other serious and unforeseeable circumstances through no fault of the contracting parties. A circumstance shall only be considered as force majeure if it has occurred after the conclusion of the contract.

- (4) Furthermore, Synfioo is not liable for disturbances and loss of quality of data transmission on the Internet, which Synfioo is not responsible for and which complicate or prevent the use of functionalities of the Service Platform or the Synfioo Mobile App. Synfioo is also not liable for losses of data on the Service Platform which occur although Synfioo has fulfilled its contractual data backup obligations towards the Customer according to these GTC or otherwise individually.

- (5) As far as the liability of Synfioo is excluded or limited, this also applies to the liability of employees, other employees, representatives and vicarious agents of Synfioo.

### § 22 Retention, Offsetting

- (1) Synfioo's claims against the Customer may only be offset against undisputed or legally established claims. This does not apply to claims that are reciprocated within the scope of contracts concluded between the parties.

- (2) Synfioo has no right of retention with regard to documents and data carriers handed over to Synfioo by the Customer.

### § 23 Subcontractors, Transfer of Rights, Assignment

- (1) Synfioo is entitled to make use of third parties for the performance of its

- obligations under the Contract of Use and to engage subcontractors as well as to transfer claims against the Customer to third parties. Synfioo shall always remain responsible to the Customer for the provision of services in accordance with the contract.
- (2) Synfioo grants rights from this contract exclusively to the Customer and provides services exclusively vis-à-vis the Customer, unless expressly agreed otherwise. Synfioo has no obligation to perform services vis-à-vis third parties.
- (3) A transfer or assignment of rights or obligations arising from contractual relations between the parties requires the prior written consent of the other party. However, Synfioo is entitled to transfer claims against the Customer arising from the Contract of Use to third parties.
- (4) Exclusively responsible for all disputes arising from or in connection with the contractual cooperation between the parties are, as far as legally permissible, the courts at the registered office of Synfioo (currently Potsdam).
- (5) Should individual provisions of these GTC or of contracts or agreements made between the parties be invalid or unenforceable in whole or in part or become invalid or unenforceable after conclusion of the contract, the validity of the remaining provisions shall remain unaffected. The parties shall instead work towards the agreement of a replacement provision which comes closest to the invalid or unenforceable effects in a legally permissible and economic manner. The above provisions shall apply accordingly in the event that regulations prove to be incomplete.

#### § 24 Conflicting Contractual Provisions of the Customer

Any terms and conditions on the part of the Customer which conflict with or deviate from these GTC will not be expressly recognised unless Synfioo expressly agrees to their validity in writing. This shall also apply if the Customer accepts an offer from Synfioo with reference to his own deviating contractual terms and conditions and Synfioo does not object to this. Even if Synfioo refers to a letter that contains or refers to the terms and conditions of the Customer or of a third party, this does not constitute agreement to the validity of those terms and conditions. The inclusion of such conditions of the Customer is contradicted already.

#### § 25 Miscellaneous, Final Provisions

- (1) All declarations of intent and other communications to be made to the other party pursuant to this contract shall be transmitted in text form unless the written form is expressly required. The determination of compliance with deadlines is represented by the receipt of a declaration by the recipient.
- (2) The contractual language shall be German (for all Customers based in Germany or Austria) or English (for all Customers not based in Germany or Austria), all declarations and communication shall be made in German or, if necessary, in English. The parties shall ensure that their respective contact persons speak German or English. Irrespective of this, the German version shall always prevail in questions of interpretation or contradictions between the German and English versions of the General Terms and Conditions, declarations and other contractual documents.
- (3) These GTC and all contracts concluded between Synfioo and its Customers shall be governed by German law to the