



PALTURAI

General Terms and Conditions of Use Palturai BusinessGraph Platform Software as a Service / SaaS

Palturai GmbH (as of October 2025)

§ 1 Scope

These General Terms and Conditions of Business and Use of Palturai GmbH (hereinafter also referred to as "Contractual Terms") apply exclusively to the relationship between Palturai GmbH ("Palturai") and its customers ("Customers"). Any deviating or conflicting terms and conditions of the Customer shall not apply unless Palturai has expressly agreed to their validity in writing. These General Terms and Conditions of Business and Use shall apply exclusively even if Palturai provides services without reservation despite being aware of conflicting or deviating terms and conditions of the Customer.

§ 2 Subject matter of the contract

- (1) The software "Palturai BusinessGraph Platform " ("Software") is operated by Palturai as a Software as a Service / SaaS solution.
- (2) During the term of the user agreement, the customer is entitled to use the software via an internet connection for contractual and exclusively his own purposes and to process data, including storing and downloading it.
- (3) For the duration of the license agreement, Palturai grants the customer the non-exclusive and non-transferable right to load the software's user interface into the RAM of the end devices of the customer's employees who use the software for the customer ("User"), for display on the screens, and to make copies of the software in the process. Palturai does not grant the customer any further copyright usage rights to the software.

§ 3 Type and scope of services

- (1) Palturai provides the customer with the latest version of the software at the router output of the data center in which the server with the software is located ("Handover Point").
- (2) The software is available on average 98% per calendar year, measured at the handover point. Availability is calculated as follows: total availability in days in the calendar year minus downtime; the result is divided by the total time in days in the calendar year minus the announced downtime for maintenance and release deployment and multiplied by 100.
- (3) Downtime is the total number of days in a calendar year during which the Software is unavailable, excluding scheduled downtime as defined below.
- (4) Planned downtime is the total number of days in a calendar year during which the software is unavailable due to planned maintenance.
- (5) Palturai will notify the customer of planned maintenance in a timely manner, at least 5 business days in advance, either by email or via the software homepage.
- (6) To resolve any issues, Palturai provides email support, which customers can reach Monday to Friday between 9 a.m. and 6 p.m. (excluding public holidays in Germany and company holidays).
- (7) The number of users, the type of user access to the software, and the query volume are specified in the offer . Countersigning the offer by the customer creates a user agreement, including the terms and conditions of this

document, "General Terms and Conditions of Use for Palturai BusinessGraph Software as a Service / SaaS." The provisions in the offer document take precedence over those of this document.

- (8) The users specified by the customer will receive an email from Palturai to generate a password, along with information on how to use the agreed-upon access to the software. The password specification is provided in the password form. Access authorization is personal for each user and may not be transferred to anyone else.
- (9) Subject to the contractual use of the software and the full payment of the agreed and due remuneration, the customer shall be granted the right, limited to the term of this agreement, to use the software exclusively for his own purposes to the following extent:
 - Read,
 - research,
 - Downloading and saving research results to a storage medium (e.g. hard disk of a computer) of the customer,
 - Processing the research results,
 - Printout of the (processed) research results,
 - Companies affiliated with the customer pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) may make research results accessible through reading or reproduction, provided that such affiliated companies have committed in writing prior to making the results accessible to use the research results only within the scope of this agreement. The customer will provide Palturai with evidence of this commitment upon Palturai's request.

Any further use of the software (including the underlying databases and data) and the research results requires the prior express written consent of Palturai. In particular, the customer is not permitted to use the software (including the underlying databases and data) and the research results without Palturai's prior express written consent. to make it publicly available, to disclose it or to make it available for use by third parties, to upload it to your own company network or a company network of third parties or to a website, to make it available on demand or to use it for advertising purposes.

§ 4 Remuneration

- (1) The fee for the use of the software and any agreed services is agreed upon in the offer/user agreement. Statutory sales tax is not included in the fee and will be separately stated on the invoice at the statutory rate applicable on the date of invoicing.
- (2) The fee for the use of the software is calculated monthly, quarterly, or annually according to the user agreement and is due in advance by the 1st of each term, unless otherwise stipulated in the user agreement. Invoices are payable according to the user agreement, generally within 15 days of receipt by the customer. If the contract begins within a current calendar month, the

fee is calculated pro rata according to the remaining number of days of use in the calendar month (daily billing).

- (3) If the fee for the use of the software is not paid on time, Palturai will request the customer in writing to pay the outstanding amount within 10 days. If the amount is not paid in full within this period, Palturai is entitled to block the customer's access to the software. Palturai will immediately reactivate access after the outstanding amount has been paid in full. Blocking access does not affect the term of the user agreement.
- (4) The obligation to pay the user fee remains unaffected by the blocking of access, provided that the reason for the blocking was on the customer's side.
- (5) The fees for functions and content pursuant to Section 3 Paragraph 9 above and for any services are due for payment within 30 days of conclusion of the contract, unless otherwise agreed.
- (6) The timeliness of payments is determined by the date of receipt of payment by Palturai.
- (7) After the initial contract term has expired, Palturai may adjust the fee to reflect general price trends. If the increase exceeds 10%, the customer may terminate the user agreement with 14 days' notice effective at the end of the month.

§ 5 Material and legal defects

- (1) The quality and functionality of the services provided by Palturai are conclusively agreed upon in the user agreement and the documents referenced therein. Palturai provides maintenance and support services with the usual care and in accordance with recognized technical standards. Palturai is not obligated to provide additional services or features. In particular, Palturai provides no warranty for malfunctions caused by incorrect use or for the achievement of the user's intended goals with the software or for the software being developed to meet the user's individual specifications. Palturai also provides no warranty for data loss or unauthorized access that could not have been prevented by appropriate, state-of-the-art security within the framework of the then-current security structure of the software (according to the documentation).
- (2) the specifications agreed upon in the user agreement and in the current documentation (available at: <https://palturai.com/kernfunktionen/>) during the term of the agreement. Palturai will remedy any material defects in the software in accordance with Section 5, Paragraph 3.
- (3) During the term of the contract, Palturai will remedy defects free of charge and within a reasonable period of time, provided the user notifies the defect in a comprehensible written form. Palturai may, at its own discretion, fulfill its obligation to remedy defects, in particular by providing a new, defect-free version of the software at its own expense (in particular by installing a patch). If Palturai cannot reasonably be expected to replace or repair the software or parts thereof, or if the remedy of the defect fails, the user is entitled, in the case of non-negligible defects, to either demand a reduction in the subscription fee or to terminate the user agreement. Palturai will pay

compensation or reimburse wasted expenses due to a defect within the limits set out in Section 5.

- (4) The Customer will sufficiently specify defects and comply with Palturai's specifications when identifying, reporting, describing and limiting them.
- (5) The customer's right of termination due to non-granting of use pursuant to Section 543, Paragraph 2, Sentence 1, No. 1 of the German Civil Code (BGB) is excluded unless the establishment of contractually agreed use is deemed to have failed. Also excluded are the tenant's right to remedy defects themselves pursuant to Section 536, Paragraph 2 of the BGB, as well as the application of Section 536a, Paragraph 1 of the BGB, insofar as this provision provides for strict liability.
- (6) All data offered and processed by Palturai via the software ("Content Data") originates from publicly accessible sources, third parties, or the customer themselves. Palturai assumes no liability for the accuracy, timeliness, or completeness of the Content Data and its presentation.
- (7) If a third party asserts claims against the customer for infringement of intellectual property rights by the software ("Intellectual Property Claim") and this impairs or prohibits the contractual use of the software during the term of the contract, Palturai shall be liable as follows, subject to the provisions of Section 12. Palturai shall, at its own discretion and expense, modify or replace the software so that it does not infringe the intellectual property right, but essentially corresponds to the agreed functional and performance characteristics in a manner that is reasonable for the user; or it shall indemnify the user from license fees for the use of the software owed to the intellectual property right holder or third parties. If Palturai is unable to do so under reasonable conditions, Palturai shall terminate the user agreement and reimburse the customer for any prepaid fees for the remaining term of the contract after the termination date. The customer is obligated, at Palturai's discretion, to either delete the documentation and all copies or return them to Palturai. Section 12 applies to claims for damages and reimbursement of wasted expenses .
- (8) The prerequisites for Palturai's liability according to Section 5 Paragraph 7 are that the customer immediately notifies Palturai in writing of the intellectual property right claim; does not acknowledge the alleged infringement of intellectual property rights and does not enter into a settlement with regard to this. If the customer discontinues use of the software to mitigate damages or for other important reasons, the customer will inform the third party that discontinuing use does not constitute an acknowledgement of the alleged intellectual property right claim; any dispute, including any out-of-court settlements, will either be left to Palturai or only be conducted with Palturai's consent. Any necessary court and legal fees incurred by the user in defending the claim will be borne by Palturai; and Palturai will be kept appropriately informed and supported in the defense or settlement of the intellectual property right claim.
- (9) To the extent that the customer is responsible for the infringement of intellectual property rights, claims against Palturai are excluded. This applies in particular if and to the extent that the intellectual property right claim was

caused by the use of the software outside the specifications of the documentation and these terms and conditions.

§ 6 Rights of Palturai

(1) Palturai is entitled

- to take technical measures to prevent the use of the software as well as functions and content pursuant to Section 3 Paragraph 9 beyond the agreed scope, in particular to install access barriers and to expand installed access barriers;
- to log the search queries carried out by users in order to compare them with the agreed query volume;
- to block a user account if it is not used in accordance with the provisions of this Agreement;
- to track the customer's use of the software by evaluating the log files.

(2) Use as a reference

- a) The client grants Palturai the unrestricted right to use the client's company name and logo for reference purposes. This permission includes use in marketing materials, on the company website, in presentations, and in other publications intended to represent the collaboration between the contractor and the client.
- b) Use pursuant to paragraph 2 a) is limited to positive contexts that reflect the professional collaboration between the parties. Palturai undertakes not to use the company name and logo in a misleading manner or in connection with content that could damage the client's reputation.
- c) The customer has the right to revoke permission to use its company name and logo as a reference, either in individual cases or in general, in writing. In such a case, Palturai will cease all use and ensure that the customer's company name and logo are removed from all materials.
- d) Both parties undertake to comply with all relevant data protection and confidentiality regulations to ensure that sensitive information is adequately protected.
- e) There is no obligation to indicate the cooperation.

§ 7 Customer Obligations

- (1) It is the sole responsibility of the Customer to create the technical requirements for receiving the Software at the handover point and for using it (including the system requirements for the Customer's IT systems as set out in the SLA, https://palturai.com/uploads/2024/09/240926-SLA_Palturai-Business-Graph-Platform-EN.pdf) at its own expense.
- (2) The customer is not permitted to circumvent or attempt to circumvent access barriers. Furthermore, the customer is not permitted to use software solutions that automatically retrieve content from the databases or data underlying the software.

- (3) The customer is solely responsible for all data and content used by him and the users and uploaded into the software and processed there, as well as for the use of the research results generated by the software.
- (4) The customer shall take appropriate measures to prevent third-party access to the software and oblige users to comply with this obligation. The customer shall ensure that users do not violate the provisions of this agreement, in particular by not using the software for their own purposes or the purposes of third parties, or by making access data and/or passwords available to third parties or other persons. The customer is liable for breaches of contract by users. The customer shall immediately notify Palturai in writing of any use of the software that does not comply with the contract.
- (5) The customer is obliged to regularly perform proper data backups and to use an up-to-date virus protection program on its IT systems.
- (6) The customer agrees not to upload any data or content that is punishable or illegal, either absolutely or in relation to third parties. When using the software, the customer agrees not to use any programs that contain viruses or other malware.
- (7) If a customer violates the obligations set out in this Section 7 – for example through unauthorized use (including exceeding the scope of the license) or impermissible data transfer – Palturai is entitled to terminate the user agreement without notice after appropriate notification and if the violation is not remedied within a reasonable period of time .

§ 8 Confidentiality

- (1) Each party is obligated to keep all oral, written, and electronic information and data ("Confidential Information") of the other party related to this Agreement strictly confidential and to take appropriate security measures to prevent third parties from gaining access to this Confidential Information. Confidential Information includes, in particular, all data and documents, the software, including the underlying data and databases, functions, and content as defined in Section 3, Paragraph 9, data generated for and by the customer, access data, passwords, research results generated by the software (the above Section 3, Paragraph 9 remains unaffected), source codes, concepts, methods, and mechanisms, regardless of whether they have been marked as confidential or not.
- (2) Each party will not disclose the other party's confidential information to third parties without the other party's prior express written consent. Persons legally bound to professional secrecy are not considered third parties within the meaning of this Section 8.
- (3) Each party will disclose the other party's confidential information only to those employees who need it for the implementation of this Agreement and who, prior to disclosure, have been obligated in writing to maintain confidentiality at least equivalent to this Agreement.
- (4) The obligation of confidentiality does not apply to information which is already generally known in the public domain at the time of disclosure or which becomes public after disclosure through no fault of the receiving party or which was lawfully disclosed to the receiving party by a third party before

the time of disclosure without an obligation of confidentiality.

- (5) A breach of the confidentiality obligation may result in irreparable damage. Therefore, in such a case, either party may pursue all available legal remedies, including seeking an injunction.
- (6) In the event of a breach of the provisions of this Section 8, the receiving party shall immediately inform the other party in writing.

§ 9 Term and termination of the user agreement

- (1) Unless otherwise agreed in the offer, the license agreement begins on the date specified in the individual contract, but no later than the date the software is first made available, has an initial term of 24 months ("Initial Contract Term") and is subsequently extended for a further 12 months (each a "Renewal Term") unless one party terminates the license agreement in writing with 30 days' notice to the end of the respective term. Fax, email, and other electronic communication methods do not satisfy this form. The automatic renewal applies to subsequent renewal terms.
- (2) Both parties reserve the right to terminate the contract for good cause if the statutory requirements are met. For Palturai, good cause exists in particular if
 - a. if the customer is more than three months in arrears with the payment of a due remuneration after a payment request from Palturai in accordance with Section 4 Paragraph 3;
 - b. if the obligation to maintain confidentiality pursuant to Section 8 is culpably violated;
 - c. the software is used in violation of Section 3 Paragraph 9, Section 7 Paragraph 4 or Section 7 Paragraph 6.

§ 10 Consequences of termination of the contract

- (1) All rights to use the software expire upon termination of the contract.
- (2) In the event of termination pursuant to Section 9 Paragraph 2, Palturai reserves the right to assert further claims, in particular claims for injunctive relief and damages.
- (3) Passage 2 of Section 3 Paragraph 9 (Restrictions on Use), Section 8 (Confidentiality) and Section 13 Paragraph 1 (Applicable Law and Place of Jurisdiction) of this Agreement shall continue to apply indefinitely even after the end of the contract term.

§ 11 Changes to the contractual conditions and services

- (1) Palturai reserves the right to change these terms and conditions. Palturai will notify the customer of any changes in writing or by email, highlighting the changes made. If the customer does not object to these changes within four weeks of receipt of the notification ("objection period"), the changes will be deemed accepted by the customer upon expiration of the objection period. In this case, the changes will apply from the day following the expiration of the objection period. In the event of a change to the terms and conditions, Palturai will separately inform the customer of the right of objection and the legal consequences of the customer's silence .

- (2) Palturai strives to continuously adapt the software to current technical, content-related, and legal requirements and therefore reserves the right to make changes to the software, particularly adaptations to the state of the art, changes to integrate additional functions, optimize the software, improve user-friendliness, changes to the layout and content, and continuously update the data provided. The customer will be promptly informed of any changes that affect the customer's use of the software via the software's homepage or by email.

§ 12 Liability

- (1) Palturai is liable regardless of the type of breach of duty, including tortious acts, if Palturai acts intentionally or with gross negligence.
- (2) In the event of a breach of material contractual obligations by Palturai, Palturai shall be liable for any negligence, but in the case of slight negligence, only up to the amount of typical, foreseeable damages. This also applies to lost profits and other financial losses. Material contractual obligations are obligations that make the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies and may rely, as well as obligations whose breach jeopardizes the achievement of the contract's purpose.
- (3) The limitations and exclusions of liability in Section 12 (1) and (2) do not apply in the event of injury to life, body or health, in the event of fraudulent concealment of defects, in the event of the provision of guarantees regarding quality or durability, or in the event of liability under the Product Liability Act.
- (4) To the extent that Palturai's liability is excluded or limited, this also applies to the personal liability of Palturai's bodies, employees, representatives and vicarious agents.
- (5) Liability for data loss is limited to the typical recovery costs that would have occurred if backup copies had been made regularly and in accordance with the risks involved.

§ 13 Final provisions

- (1) This contract is governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The place of jurisdiction is Frankfurt am Main.
- (2) The customer is only entitled to offset if his counterclaims (including any reductions in payment) have been legally established or recognized by Palturai.
- (3) Palturai is entitled to engage third parties to provide the contractual services. These third parties will be named to the customer upon request.
- (4) There are no oral ancillary agreements to this agreement. Amendments or additions to this agreement must be in writing to be effective. The same applies to any waiver of this written form requirement.
- (5) Should individual provisions of this agreement be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of

this agreement. In such a case, the parties shall cooperate to replace the invalid or unenforceable provision with a valid and enforceable provision that, taking into account the interests of both parties, is suitable for achieving the desired economic purpose. The same applies in the event of a gap in this agreement.

- (6) The assignment of rights and obligations under this Agreement requires the prior written consent of Palturai.
- (7) Palturai's current data protection regulations apply to the processing of personal data, which can be found at https://palturai.com/uploads/2024/09/240926-Data-Protection_Palturai-Business-Graph-Platform-for-Web-EN.pdf.
