Part A: General Terms and License Agreement

Section 1: General Terms

1. Subject of the Agreement

1.1. layline.io GmbH provides standard software for the processing of event data and transactions that for example originate in the field of telecommunication, media and entertainment, transport and logistics, and many other industries and use cases. If separately agreed upon, the software shall be augmented with new functions. Furthermore, layline.io GmbH supplies maintenance and servicing for the provided programs.

1.2. This part of the terms and conditions of business regulates the general terms so as to avoid repetition thereof. The general terms encompass regulations that are regularly applicable in layline.io GmbH' other standardized agreements as well as the license agreement, namely regulations regarding the granting of rights of use to the software.

2. Parts of the Agreement and Definitions

2.1. In the event of contradictions, the following order of precedence shall apply:

2.1.1. Individual agreements concluded between the Parties.

2.1.2. Annexes to the respective individual agreements.

2.1.3. layline.io GmbH' terms and conditions of business, partitioned into following parts:

- Part A: (the terms of this Agreement) General Terms
- Part B: Sales Agreement for standard software
- Part C: Professional Services / Customizing
- Part D: Software Maintenance Agreement
- Part E: Rental Agreement for standard software
- Part F: Open Source elements of the software

2.2. Collision Clause

If the Client also makes use of terms and conditions of business, the Agreement shall be concluded regardless if an express agreement of the inclusion of terms and conditions has been reached. If the various terms and conditions have concurring content, these terms shall be deemed to have been agreed upon. Contradictory terms shall be superseded by non-mandatory provisions of law. This shall also apply in the event that the terms and conditions of the Client encompass stipulations that are not regulated in layline.io GmbH' terms and conditions. Should layline.io GmbH' terms and conditions contain regulations that are not covered by the Client's terms and conditions, layline.io GmbH' regulations shall apply.

2.3. The software is partially based on non-proprietary open source software. Insofar as this is the case, the special terms and conditions for these elements are applicable and shall be provided upon conclusion of the agreement.

2.4. Definitions

2.4.1. "Software", "Product(s)" or "Program(s)" means (a) all of the information upon which this agreement is concluded, including but not limited to (i) layline.io GmbH or third party software files and other computer information; (ii) sample configurations, such as data format definitions, scripts and whole configurations ("Projects", "Workflows" or "Assets"); (iii) related explanatory written materials and files ("Documentation"); and (b) any modified versions and copies of, and upgrades, updates and additions to, such information, provided to you by layline.io GmbH at any time, to the extent not provided under a separate agreement (collectively, "Updates" and/or "Upgrades").

2.4.2. Customized software / configured software: any type of configuration or customization of software that is provided to the Client within the scope of this contractual relationship. This type of customization is typically achieved by configuration of a "Project" or "Workflows" and therefore includes the Project configuration but excludes any pre-packaged "Processors" as sold by layline.io GmbH and its partners.

2.4.3. System environment: The term System Environment denotes the specific hardware and software required to run the layline.io GmbH provided software. The requirements listed in the offer, the order confirmation or agreement shall determine the specific system environment.

2.4.4. Classification of Defects (Errors): Defects shall be mutually classified by the Parties into the category of an operational impediment, an operational interference, an operational limitation, or other defect. See definitions in "*Table 1: Error classes, definitions and associated services*" on page 17.

2.4.5. "Events", "event data", 'message', "record" is a single, structured entry in a file, a database, or from an interface that contains a collection of related data fields or attributes about a particular entity or object. Each record represents an instance or observation and is usually organized in a uniform format, such as a row in a table or file, or a document in a NoSQL database, for example. In the context of layline.io, this is characterized by messages that are read or generated by an input processor or handled in a script by an "onMessage" function.

2.4.6. „Processor" describes a standard software module in the respective current version of the Processor upon conclusion of the respective agreement that the functionally supplements the standard software.

2.4.7. „Project", „Workflow", or „Asset" means any type of configuration or modification of the Product which can be achieved by changing parameters or scripts such as is intended to be modifiable by the End User in regard to the Product's architecture and design and as described in the Documentation.

2.4.8. „Reactive Engine" stands for one instance of the software which can execute the configured Workflows and contained Processors. Multiple Reactive Engines typically form a Cluster.

2.4.9. „Cluster" means a group of Reactive Engines which form a coherent processing network which is controlled as one entity.

2.4.10. „layline.io Community Edition (LLCE)" means layline.io Software which is publicly accessible and not governed by usage limitations.

2.4.11. layline.io Enterprise Edition (LLEE) means layline.io Software which is only available under a commercial agreement between Client and layline.io.

2.4.12. "Permitted Number" means one (1) in the context of an Enterprise Edition (LLEE) unless otherwise indicated under a valid license (e.g., volume license) granted by layline.io GmbH. In the case of layline.io this means one cluster. Each additional cluster must be covered by an additional license.

2.4.12.1. In the case of **layline.io Configuration Server** this means one running instance.

2.4.12.2. In the case of **layline.io Reactive Engine** this means the installation on a supported operating system platform as part of a Cluster. Under the license you may concurrently instantiate and concurrently run the licensed number of Reactive Engines as long as they are all part of the same layline.io Cluster. Each additional concurrently instantiated layline.io Cluster must be covered by an additional license.

2.4.12.3. In the case of **layline.io Processors**, this means one defined Processor used and instantiated in the context of a Workflow on one or more Reactive Engines. You may use the Processor multiple times within the context of the same Cluster. Each additional use of the Processor within the context of another Cluster which is run in parallel to this licensed Cluster must be covered by an additional license.

2.4.13. "CPU" means a single central processing unit within a computer. In the case of multi-core or virtual core CPUs, each core therein represents a single CPU as per the context of this agreement.

2.4.14. "Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e. temporary employees) of a specific corporation or similar business entity. Internal Network does not include the Internet or any other network community open to the public, including but not limited to membership or subscription driven groups, associations and similar organizations.

2.4.15. "Subsidiary", "affiliated company" or "subcontractor" denotes a legal entity of which within the scope of this Agreement 50% or more of the voting shares are held or – if there are no voting shares – the power of decision is held or controlled directly or indirectly through a different legal or natural person.

2.4.16. The documentation consists of the electronic and written user help, specifications and descriptions supplied by layline.io GmbH. The software products are delivered in electronic form or on original data carriers.

2.4.17. "Update" means bug fixes and perhaps some functional enhancements to the software identified by a change in at least the second, or third digit of the software's three level version numbering scheme.

2.4.18. "Upgrade" means regular new features and/or functional enhancements to the software as are necessary to ensure that the software remains a state-of-the-art, competitive and reliable product conforming to the highest professional standards and up-to-date methods which are applicable in the sector, or new functionalities that are available for the software. Upgrades are identified by a change in at least the first digit of the software's three level version numbering scheme.

2.4.19. "Version": Products carry a name and a three-level version number; each level is divided by a dot (e.g. "A.B.C"). The table below explains the meaning of the numbers:

Level	Naming	Description
A	Major Release	Increases only on major and exceptional changes to the product which are deemed worthy of a Major Release. A major release can be expected once a year maximum.
B	Minor Release	Increases upon addition of significant new functionality, changes in the interface between GUI and Server, changes in the interfaces to third party systems, or incompatibilities between layline.io versions.
C	Bug Fixes	Bug Fixes

2.4.20. "Volume or input volume" means the number of event records that are processed within a workflow by an input processor in a certain period of time (transaction, day, month, etc.).

3. Passing of Risk / Force Majeure

3.1. The risk of the accidental loss of the software and/or services shall be passed to the Client upon acceptance thereof. The Client shall secure the software through technical and organizational measures until acceptance is declared (obligation of safe custody) and is obligated to adequately insure the goods and data carriers provided by layline.io GmbH on loan are protected from unauthorized use.

3.2. Should layline.io GmbH be prevented from fulfilling its obligations by the occurrence of unforeseeable, extraordinary circumstances that layline.io GmbH cannot avert despite its due diligence, for example

- interruption of operations,
- governmental interference,
- difficulties in the power supply,
- strikes or lockout,

The delivery deadline shall be extended for a reasonable period of time, however for a maximum period of eight weeks, unless the delivery or performance becomes impossible. This shall apply in the event that these circumstances concern layline.io GmbH' domain or the domain of one of layline.io GmbH' suppliers

3.3. If the delivery or performance should become impossible to the aforesaid circumstances, layline.io GmbH shall be exempted from the fulfillment of its obligations.

4. layline.io GmbH's Employees

4.1. layline.io GmbH is obligated to only employ qualified and reliable personnel to provide the goods and services owed by layline.io GmbH.

4.2. The selection and disposition of the employees and other vicarious agents employed to provide the goods and services ("Employees" in the following) rests upon layline.io GmbH. layline.io GmbH is responsible for the management of the provision of the goods and services by the Employees, the induction of the Employees and the training relevant to the assignment of the Employees. layline.io GmbH' employees are subject to layline.io GmbH' managerial authority only, regardless of the location of the work performance.

4.3. layline.io GmbH' Employees shall have access to the Client's business premises during normal business hours for the term of their assignment to the Client. The Client has the right to deny individual deployed Employees of layline.io GmbH access to the Clients business premises for reasonable cause. If access is not denied for reasonable cause for which only layline.io GmbH carries the responsibility, layline.io GmbH has the right to request an adjustment of the agreed upon deadlines and fees if such an adjustment becomes necessary due to the denial of access and is otherwise reasonable.

4.4. The technical supervision of layline.io GmbH' Employees rests with layline.io GmbH only. If the Client requests the exchange of an Employee based on an objective reasonable cause therefore, layline.io GmbH is obligated to exchange this Employee within a reasonable period of time.

5. Fees

5.1. The fees are set forth in the individual agreement.

5.2. Any terms of payment such as partial payments, rebates, early payment discounts, etc. are regulated in the order confirmation or offer as the case may be.

5.3. Travel cost and out-of-pocket expenses

5.3.1. Unless otherwise specified, Client shall reimburse layline.io GmbH for all actual and reasonable out-of-pocket expenses incurred during the course of the SOW, including travel to and from Client's facilities, lodging, meals, telephone and shipping. Travel time within Europe will not be charged. Travel time outside of Europe will be charged at 50% of the then current T&M Service cost.

5.3.2. layline.io GmbH PS personnel working on-site at your designated premises are entitled to return home (Hamburg, Germany):

- Europe, Middle East & Northern Africa: Every weekend
- Southern Africa, Northern and Latin America: Every two weeks
- Southern America, APAC: Every three weeks

You shall reimburse layline.io GmbH for the travel cost incurred. In case layline.io GmbH PS personnel decides to stay in the area for work or leisure instead of returning home, you agree to cover the average hotel rate as a compensation for the saved travel cost, unless the hotel cost exceeds the travel cost in which case the lesser shall be borne by you. The basis for the hotel cost is the normal rate which would have occurred had the employee stayed in the area. Any cost beyond that is covered by the employee or by layline.io GmbH. No compensation for board will be charged if the employee stays on his own account and for leisure.

5.4. All prices are net prices and are payable with the respectively valid value added tax.

5.5. The right of retention that is not based on a right arising out of this contractual relationship is precluded.

5.6. Claims can only be set off against other claims recognized as legally binding or claims not disputed by layline.io GmbH.

6. Reservations

6.1. The rights of use to the delivered software are not granted to the Client until complete payment of all outstanding debt accrued upon delivery of the goods within the scope of this contractual relationship. If the Client pays with a check or a bill of exchanges, this reservation of rights shall be retained until redemption thereof. The rights of use shall only be granted upon complete payment by the Client.

6.2. Should layline.io GmbH assert its reserved rights, the Client's rights to continue to use the software shall expire unless layline.io GmbH notifies the Client otherwise. In this event, the Client must delete all copies of the program.

7. Liability

7.1. The productive use of the system before the system has been accepted is at the Client's own risk.

7.2. The Client is obligated to secure data in reasonable intervals. The data must be secured in accordance with the current and established state of technology.

7.3. layline.io GmbH shall not be liable for damages, particularly such as loss of data, defects or damages that are incurred because the Client cannot productively use the software, if the damages are caused through the omission of the Client to secure the software and the data processed therewith in reasonable intervals using the respectively current and established state of technology. layline.io GmbH' liability for the recovery of data and software shall be limited to those costs that would be necessary if the data had been secured in an acceptable manner. This limitation of liability shall not apply to damages to life, limb or health and/or in the event of a breach of a warranted guarantee and/or damages that are caused willfully or gross negligently.

7.4. The liability for damages that are incurred due to a defect in the product delivered by layline.io GmbH, or a fault in a service provided by layline.io GmbH, shall be limited to the amount as individually agreed upon by the Parties. Such claims for damages shall become statute barred 12 months after acceptance or installation of the software. This limitation of liability shall not apply to damages to life, limb or health and/or in the event of a breach of a warranted guarantee and/or damages that are caused willfully or gross negligently. Furthermore, the liability in accordance with the Product Liability Act of the Federal Republic Germany shall remain unaffected hereby.

7.5. The liability for negligently caused damages arising out of a delayed performance shall be limited in the amount of 15 % of the value of the respective order. This limitation of liability shall not apply to damages to life, limb or health and/or in the event of a breach of a warranted guarantee and/or damages that are caused willfully or gross negligently. Furthermore, the liability in accordance with the Product Liability Act of the Federal Republic Germany shall remain unaffected hereby.

7.6. The interoperability of the programs with the Client's hardware and software configurations shall only be warranted for the system environment expressly defined in the specification of services. layline.io GmbH shall principally not be liable for the compatibility of the software to other hardware and software configurations of the Client that are altered by the Client after the order was placed. Likewise, the liability for the interoperability of systems that are put into operation through another supplier within the same time period that layline.io GmbH provides the Client with its services shall not be warranted. Deviations are to be agreed upon separately. If the Client changes the system environment without layline.io GmbH' consent after the installation is completed or acceptance declared, the Client shall carry the burden of proof that the damages were not incurred due to this change.

8. Non-Disclosure

8.1. Both Parties are obligated to handle all information, documentation and data that is made available to them by the other Party or becomes known to them in the course of this cooperation, and that is not expressly marked as "unclassified" or declared as such. "Classified Information" in the following is an entrusted company secret that shall not permit third parties' access to, or the exploitation of such Classified Information for the term of this Agreement, and for two years thereafter. This shall apply so long and so far as this information, documentation and data was not known to the other Party before being obligated to secrecy or

8.1.1. Information, documentation or data is or becomes public knowledge without a Party being responsible therefore or

8.1.2. a Party is rightfully informed of or provided with this information, documentation or data by a third party not bound by a non-disclosure obligation or is declassified in writing for publication by the disclosing Party or

8.1.3. the information, documentation or data must be disclosed in accordance with statutory law or administrative regulations or in accordance with an incontestable judicial ruling if the disclosing Party is notified of this necessity immediately and the scope of the disclosure is limited as much as possible.

8.2. Both Parties and any affiliated companies thereto as defined in § 15 of the Stock Corporation Act of the Federal Republic of Germany are obligated, and shall obligate their employees, to treat all business secrets of the other Party, that are disclosed within the course of this Agreement, confidentially and shall particularly not give third parties access thereto.

8.3. Upon request both Parties shall permanently delete all confidential information or return such information to the respective other Party upon termination of the cooperation. The deletion of the information shall be confirmed in writing upon request. The obligations of non-disclosure and data protection regulated in this section shall remain in force upon termination of this Agreement, or complete execution of the Agreement.

8.4. These regulations shall apply comprehensively to all Employees deployed by layline.io GmbH.

8.5. layline.io GmbH shall ensure that all persons that are entrusted by layline.io GmbH with the execution and fulfillment of the Agreement observe the legal regulations regarding data protection. An Employee must be contractually obligated to observe the stipulations of the data

protection laws before commencement of the activities of the Employee; the fulfillment of this obligation shall be verified upon request of the Client. The same shall apply to the employees of an engaged subcontractor.

9. Non-Solicitation

9.1. Both Parties and any affiliated companies thereto as defined in § 15 of the Stock Corporation Act of the Federal Republic of Germany are obligated to be mutually loyal to one another. Both Parties shall thereby abstain from recruiting, commissioning or otherwise engaging employees or former employees of the other Party without prior consent of the other respective Party for the duration of this Agreement and for a period of 12 months upon termination of the cooperation. Furthermore, the Parties shall not solicit employees if such a solicitation is violation of the regulations of fair competition.

9.2. If either of the aforesaid stipulations are breached the aggrieved Party shall be paid Euro 10.000,00 for each isolated breach. The right to assert claims for further damages shall remain unaffected.

10. General

10.1. If a regulation of this Agreement or a respective supplementary agreement are or become invalid, the validity of the other regulations shall not be affected.

10.2. All regulations that stipulate a change, supplement or ascertainment of the regulations of this Agreement, including all special guarantees and arrangements, are to be set down in writing. If such agreements are declared by layline.io GmbH' agents or auxiliary staff, the declaration shall only be binding if ENTERST's management has supplied its written agreement thereto.

10.3. layline.io GmbH has the right to use the project for internal project reports, for example for the analysis of the implemented technologies or areas of use. layline.io GmbH may publish case studies or success stories on its website and in its presentations, if the Client has given its prior written consent thereto.

10.4. The Parties agree that the laws of the Federal Republic of Germany shall be applicable in regard to all legal relations arising out of this contractual relationship.

10.5. If the Client is a merchant as defined in the Commercial Code of the Federal Republic of Germany, a juristic person of public law or a special asset subject to public law the place of jurisdiction for all disputes that arise during the execution of the contractual relationship is Hamburg, Germany.

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Section 2: License Agreement

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I. General Terms

11. Basis of the Agreement

11.1. The software is partially based on non-proprietary open source software. Since this is the case, the terms of use for these respective elements of the software are regulated in Part E of the terms and conditions. If software elements developed by third parties are integrated in the software product in the course of the provision or processing of a special order, for example program libraries, parts of software tools and similar, layline.io GmbH shall grant the Client the non-exclusive, irrevocable non-transferable right to use this software product on his system and to make the necessary copies thereof for an unlimited

period of time. The precise rights of use granted are regulated in Section 13 of these terms.

11.2. The following Sections 12 to 19 regulate the rights granted to use the standard software and the software that is customized and developed on order for the Client.

12. Subject of the License Agreement

12.1. The software specified in the respective offer is the version current upon conclusion of the agreement and subject of this license agreement.

12.2. This license agreement shall apply to all versions of the software product, including full versions, upgrades and updates.

12.3. The Client does not have the right to alter, remove or circumvent any property rights references, including copyright notices, marks, serial numbers, license codes or security mechanisms attached to the software products, including the documentation.

13. Limitation of the Rights of Use

13.1. layline.io GmbH grants you a non-exclusive license to use the Software in the manner for the purposes described in the Documentation, as further set forth below.

13.2. License Grant for Documentation. The documentation available for the Software is licensed for internal, non-commercial reference purposes only.

13.3. License Grant for Templates. The Software may include Project, Workflow and Asset templates. You may copy and modify the templates available as part of the Software and distribute such templates along with your modifications for use by other licensees of the Software. You may also copy, modify and distribute the templates available through related Internet-based services along with your modifications for use by other licensees of the Software, but only for personal or commercial correspondence involving person-to-person communication. You are not licensed to do any of the following:

- You may not sell, resell, license, rent, lease, lend, or otherwise transfer the templates.
- You may not distribute the templates available via Internet-based services as part of any product or service.
- You may not distribute any templates which you had to purchase from layline.io GmbH.
- You may not copy or post any templates available through Internet-based services on any network computer or broadcast it in any media.

13.4. License Grant for Data-Processing. You may use the Product to process data which is yours and which is directly linked to your business. Depending on the individual agreement the use may be limited to data in one market (e.g. one country). This, for example implies, that you may not use this license to process data from your subsidiaries in other markets which are not directly required for your business in your market. You may not rent, lease, assign or otherwise transfer the Product or any copy of it, or use or make available the Product in or as a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider environment. You may not use or make available the Product pursuant to a public or open source license. There may be other grants or restrictions, which may be covered by an agreement, which supersedes this license agreement.

13.5. License Grant for Processors. The Software may consist of or include special Processors. You may copy and modify the Processor configurations available as part of the Software for internal configuration purposes. The license restricts you as follows:

- You may not distribute any Processors which you had to purchase from layline.io GmbH.
- You may not distribute such Processors along with your modifications for use other licensees of the Software.
- You may not sell, resell, license, rent, lease, lend, or otherwise transfer such Processors.
- You may not copy or post any such Processors available through Internet-based services on any network computer or broadcast it in any media.
- You may not distribute such Processors available via Internet-based services as part of any product or service.

13.6. Within the context of a Enterprise Edition (LLEE): License Grant for patches, pre-release (beta), tryout, starter, evaluation, product-sampler, templates, or not-for-resale (NFR) copies of the Software: This Software may not be used in a productive environment or to contribute to any intended profit generating activity without layline.io GmbH' explicit prior written consent.

13.7. Excepting that not otherwise stipulated in this license agreement, the Client does not have the right to alter, process, translate, port, reverse develop, disassemble, decompile or otherwise interfere with the software product for the purpose of ascertaining the source code, unless these actions are not expressly permitted by mandatory statutory law.

13.8. If the Client requires additional information to the specifications provided in the documentation to enable the interoperability of the software products with independently developed other computer programs, the Client shall initially request such information from layline.io GmbH. layline.io GmbH reserves the right to make this information available to the Client.

13.9. The rights of use to the program versions that are technically replaced by updates or upgrades within the scope of a maintenance agreement shall expire within two weeks upon productive use of the provided program by the Client.

14. AI Services

14.1. AI Services Integration

14.1.1. Our product incorporates artificial intelligence ("AI") features powered by third-party services, including but not limited to OpenAI and Anthropic or others ("AI Service Providers").

14.1.2. By using any AI-powered features within our product, you acknowledge and agree that your interactions may be processed, analyzed, and stored by these AI Service Providers.

14.2. Data Processing and Transmission

14.2.1. User Input: Any content you provide while using AI-powered features ("User Input") will be transmitted to and processed by our AI Service Providers.

14.2.2. Data Storage: User Input may be temporarily or permanently stored by AI Service Providers in accordance with their respective data retention policies.

14.2.3. Geographic Processing: Data processing may occur in various jurisdictions where our AI Service Providers maintain operations, including locations outside the European Economic Area (EEA).

14.3. GDPR Compliance and International Data Transfers

14.3.1. Application of GDPR: If you are located in the European Economic Area (EEA), the processing of your personal data is governed by the General Data Protection Regulation (GDPR).

14.3.2. Legal Basis for Processing: We process your personal data based on the following legal grounds:
- Your explicit consent to process data for AI-powered features
- The necessity to perform our contractual obligations to you
- Our legitimate interests in providing and improving our services

14.3.3. International Data Transfers: You acknowledge and agree that:

- AI Service Providers may process your data outside the EEA
- Some AI Service Providers may be located in countries that the European Commission has not determined to have adequate data protection standards
- We implement appropriate safeguards for such transfers through:
    - Standard Contractual Clauses (SCCs) approved by the European Commission
    - Binding Corporate Rules where applicable
    - Other valid transfer mechanisms recognized under GDPR

14.3.4. Data Subject Rights: Under GDPR, you have the following rights:

- Right to access your personal data
- Right to rectification of inaccurate data
- Right to erasure ("right to be forgotten")
- Right to restrict processing
- Right to data portability
- Right to object to processing
- Right to withdraw consent at any time

14.3.5. Exercise of Rights: To exercise your GDPR rights, please contact our Data Protection Officer at ds@layline.io.

14.3.6. Supervisory Authority: You have the right to lodge a complaint with your local data protection supervisory authority.

14.4. User Responsibilities and Restrictions

14.4.1. You agree not to submit through AI-powered features:

- Personally identifiable information of any kind
- Protected health information subject to HIPAA or similar regulations
- Financial or payment card information
- Confidential business information or trade secrets
- Special categories of personal data under GDPR without explicit legal basis

- Information subject to non-disclosure agreements
- Content that violates any applicable laws or regulations

14.4.2. You acknowledge that you are solely responsible for ensuring your use of AI-powered features complies with any obligations you may have to third parties or under applicable laws.

14.5. Data Protection Measures

14.5.1. We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including:

- Encryption of data during transmission
- Regular testing and evaluation of security measures
- Procedures for regularly testing, assessing, and evaluating the effectiveness of security measures
- Measures to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems

14.5.2. Data Protection Impact Assessment: Where required by GDPR, we conduct data protection impact assessments for high-risk processing activities.

14.6. Intellectual Property

14.6.1. License to Process: You grant us and our AI Service Providers a worldwide, non-exclusive, royalty-free license to use, copy, modify, and process any User Input solely for the purpose of providing and improving the AI-powered features.

14.6.2. Output Ownership: The ownership and intellectual property rights of AI-generated outputs will be governed by:

- Applicable intellectual property laws
- Our AI Service Providers' terms of service
- The nature and extent of user contribution to the generated content

14.7. Disclaimers and Limitations

14.7.1. No Guarantee of Accuracy: AI-powered features are provided "as is" and "as available." We make no warranties about the accuracy, reliability, completeness, or timeliness of any AI-generated content.

14.7.2. Service Availability: We reserve the right to modify, suspend, or discontinue any AI-powered features at any time without notice.

14.7.3. Limitation of Liability: To the maximum extent permitted by law, we and our AI Service Providers shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of AI-powered features.

14.8. Changes to AI Services

14.8.1. We reserve the right to change AI Service Providers or modify the functionality of AI-powered features at any time.

14.8.2. Continued use of AI-powered features following any modifications constitutes acceptance of the updated terms.

14.9. Compliance with AI Regulations

14.9.1. You acknowledge that AI technology is subject to evolving regulations and agree to comply with all applicable AI-related laws and regulations.

14.9.2. We reserve the right to modify these terms to comply with new regulations or legal requirements related to AI services.

14.10. Data Retention and Deletion

14.10.1. Retention Period: We retain your personal data only for as long as necessary to fulfill the purposes for which it was collected, including legal, accounting, or reporting requirements.

14.10.2. Deletion Requests: Upon valid request under GDPR or other applicable laws, we will delete or anonymize your personal data unless there is a legal basis for retention.

14.11. Termination

14.11.1. We reserve the right to terminate or restrict your access to AI-powered features if we determine, in our sole discretion, that you have violated these terms or are using the features in a manner that could create liability for us or our AI Service Providers.

14.11.2. Upon termination, relevant sections of these terms will survive, including provisions relating to intellectual property, disclaimers, and liability limitations.

II. Regulations for the Rights of Use Granted for an Unlimited Period of Time for Remuneration (Enterprise Edition)

15. Rights of Use for the

15.1. The Client is granted the non-exclusive right to use the provided software product for the intended purpose of the application on his own behalf for his business enterprise.

15.2. "Use on his own behalf for his business enterprise" means that the software products may be reproduced by the Client's employees and freelance personnel to process the Client's data within the scope of the contractual agreement. The right to load the software simultaneously in the number of computers as specified in the respective offer is granted. Thereby, the Client has the right to simultaneously initiate and run the software the contractually stipulated number of times. The program can be permanently stored the contractually stipulated number of times in the mass storage of a computer.

15.3. The rights of use to the program shall not be granted to the Client until complete payment of the agreed upon fees have been conclusively paid. Until such payment has been received the use of the software is tolerated and can be revoked at any time in text form.

15.4. Generally, a licensed Processor may only be used within one layline.io Cluster. Any further use of a Processor in other layline.io Clusters must be expressly licensed.

15.5. The software product may not be copied or installed in a network or on another hardware configuration that allows simultaneous access for more than the agreed upon number of Clusters. The Client can obtain additional licenses

that permit the simultaneous use of the software products in multiple Clusters if the Client so requires.

15.6. The licensed software products and numbers are stipulated in the agreement.

15.7. The Client has the right to make the necessary number of security copies. Each reproduction must include the programmed copyrights and other property right marks in the copy. The reproduction of documentation and other supplementary material that is not part of the computer program is also permissible, if layline.io GmbH has given its prior written consent thereto. This shall apply to copies for security purposes. If the security backup is used as a surrogate for the original version of the software product, this license agreement shall apply thereto.

16. Circulation of the Software Products

16.1. The Client has the right to give the software products to a third party insofar as the rights of use are passed on to the third party simultaneously. The software products can only be given to a third party as a whole with all elements of the product (particularly with all data carriers, hotfixes, service packs, documentation, etc.). Individual parts or copies of the software product may not be given to a third party. The third party must acknowledge and accept this license agreement.

16.2. The Client will notify layline.io GmbH if the software product is given to a third party.

16.3. The third party shall acquire the rights of use to the software products upon receipt. At the same time, the Client's rights of use shall expire completely. The Client is obligated to immediately delete or otherwise destroy all remaining copies of the software product. This also applies to security backup copies.

III. Regulations for the Rights of Use Granted for a Limited Period of Time for Remuneration

17. Rights of Use

17.1. The number and scope of the rights of use granted are regulated in the respective offer / order confirmation / agreement. layline.io GmbH hereby grants the Client the non-exclusive rights of use to reproduce the provided software and other elements of the software for the agreed upon contractual purpose in accordance with the following terms for the period of this agreement. The Client thereby has the right to load the software in the memory of a computer or to permanently store the software on a data carrier. Further rights of use shall be granted by layline.io GmbH in writing.

17.2. The use of the program in Software as a Service (SaaS) / Application Service Provider (ASP) requires the express consent from layline.io GmbH. If such consent is given, the Client has the right to use the program within a precisely defined network to which only the Client or – in the event of the use of the program within the scope of SaaS/ASP – only the partner has access on a specified server. Exceptions hereto are only made if layline.io GmbH has given its consent in writing. The use of the programs on other servers is not permitted unless layline.io GmbH has expressly assented thereto. layline.io GmbH has the right to make its consent dependent on the payment of an additional reasonable fee.

17.3. If the use of the program on a computer (client or server) is temporarily limited or not possible, particularly due to interruptions or due to repairs or maintenance services, the Client has the right to use the program on an interim

basis on a substitute computer. If the computer is exchanged permanently the use of the program on the newly installed computer is permitted. The program must be completely deleted from the previously used computer prior thereto.

18. Relinquishment of the Software to Third Parties

18.1. The Client shall not relinquish the software to a third party unless layline.io GmbH has consented thereto.

18.2. The program shall only be used by the Client as SaaS / ASP with layline.io GmbH's permission if the data that is to be processed or produced belongs exclusively to the Client. The production and processing of data that does not belong to the Client is forbidden.

18.3. The use of the program by the Client's employees or other third parties that are subject to the Client's decisional authority within the scope of the agreed upon use is permitted.

IV. Regulations for the Rights of Use Granted for a Limited Period of Time Free of Cost

19. Community Edition / Enterprise Edition Evaluation Licenses

19.1. The Client shall be granted the non-exclusive worldwide rights of use to the software for the agreed upon testing period. If nothing has been agreed specifically, the testing period shall be 30 days. This license only grants the right to load the program on a computer and to use it. No other rights of use are granted. For the Enterprise Edition Particularly, the right of a productive use is forbidden.

19.2. The Client does not have the right to transfer the rights of use to a third party or to grant a third-party right of use without layline.io GmbH' prior written consent hereto.

19.3. The Client does not have the right to make the software or the documentation in the original form or copies thereof in whole or in part available to third parties without layline.io GmbH express written consent.

19.4. For the Enterprise Edition the rights of use are granted to enable the Client to test the program for a limited period of time.

19.5. Upon termination of the testing period (if any), the Client is obligated to delete the test version as well as all copies thereof unless the Client has been granted other rights of use to the software subsequently.

19.6. layline.io GmbH has the right to prolong the rights of use or to revoke the rights of use before the testing period has expired at any time.

19.7. The liability and the warranty for the software provided free of charge shall comply with the statutory regulations. Such claims can only be asserted in the event of willfully or maliciously caused damages.

**Part B: Sales Agreement /
Software Licensing Agreement**

20. Subject of the Agreement

20.1. The Client shall buy the software as specified in the offer from, or the software shall be provided for use to Client by layline.io GmbH. The scope of delivery shall include the supply of the standard software in the object code, delivery of an instruction manual in the softcopy form, as well as configuration examples, as appropriate. The specification of services, including the specification of the system environment required to operate the software is provided in the online help.

20.2. The specification of services for the standard software, that is valid upon delivery and available to the Client upon provision of the offer, is conclusively decisive in regard to the characteristics of the software delivered by layline.io GmbH. The provision of the specified functions and performances in the system environment that is described in the offer and that is objectively customary upon provision of the software is warranted. layline.io GmbH is not required to provide software that has functions and characteristics beyond this specification.

20.3. The Client shall jointly conclude a sales/licensing agreement and maintenance agreement for the standard software in accordance with Part D with layline.io GmbH. The fees for this agreement are payable immediately upon installation of the standard software, regardless whether further services are to be provided, if the Client is able to use the standard software as is.

21. Parts of the Agreement and Definitions

21.1. The definitions are listed in Part A of the terms and conditions of business.

21.2. Parts of the Agreement are:

21.2.1. These terms.

21.2.2. layline.io GmbH' general terms and conditions of business, Part A, General Terms and License Agreement.

21.2.3. layline.io GmbH' terms and conditions of business, Part D, Maintenance Agreement.

In the case of contradictions, the terms specified in this Agreement shall supersede the regulation in Part A. The regulations in Part A contain general terms that are not specified in these terms in order to avoid repetitions.

21.2.4. Furthermore, annexes listed in an individual agreement are applicable:

a) Specification of services of the standard software
b) Instruction manual for the standard software

22. Sales Price, Payment Terms

22.1. The price is due and payable without deductions upon delivery or provision of the software and receipt of invoice.

22.2. The sales price is stipulated in the respective order.

22.3. All prices are payable plus the respectively valid legal VAT.

23. The Client's Duties to Cooperate and to Provide Information

23.1. The Client's duties to cooperate are major obligations. The duties to cooperate are specified in the offer or the individual agreement. In addition to such individual duties to cooperate the following general duties to cooperate are to be fulfilled:

23.2. Unless otherwise expressly agreed upon, it is the Client's sole responsibility to provide a functional hardware and software environment for the contractual software, which takes into consideration the additional system requirements of layline.io GmbH' software and is thereby sufficiently sized. These requirements are documented in the respective current version of the software specification.

23.3. The Client shall give layline.io GmbH access to the software to enable the search for and to eliminate defects. The Client hereby has the choice of allowing direct access or access remotely.

24. Delivery and Delivery Times; Force Majeure

24.1. The software shall be delivered in the current version unless otherwise agreed upon.

24.2. For the observance of the delivery dates, the point in time in which layline.io GmbH consigns the software to the carrier is relevant if the software is supplied physically. Otherwise the delivery dates are observed if the software is punctually made available via the internet and the Client informed thereof. These dates are also applicable in regard to the transfer of risk. If the software is damaged or destroyed after the risk has been passed, layline.io GmbH shall provide a replacement against compensation of reproduction costs and forwarding costs. Should layline.io GmbH be in delay, layline.io GmbH shall be liable to the Client for the damages incurred due to the delay in the amount of 15 % of the contractual fees. This shall not apply if the delay is cause willfully or gross negligently, if a guarantee warranty has been breached or if life, limb or health have been damaged.

25. Inspection Duties and Obligation to Give Notice of Defects

25.1. The Client is obligated to inspect the software immediately upon receipt thereof based on the specification of services and the regulations of the individual agreement. Any defects discovered in this process must be reported within a reasonable period of time. If the Client does not give notice of defects, or if the notice is given too late, the Client shall lose his rights to assert warranty claims.

26. Material Defects and Defect of Title; other Impairments of Performance; Statue of Limitations

26.1. layline.io GmbH shall initially fulfill its warranty obligations for material defects by remedying the defect in conjunction with an active maintenance agreement. For this purpose, layline.io GmbH shall at its own choice provide new software free of defects or eliminate the defect. To remedy the defects, it is also sufficient if layline.io GmbH makes reasonable alternative solutions available to the Client, which circumvents the effects of the defect, if the implementation thereof is reasonable for the Client.

26.2. Should a third party assert claims that impede the contractual use of the software, the Client shall inform layline.io GmbH thereof without delay. The Client shall hereby authorize layline.io GmbH to conduct the dispute with the third party alone judicially and extra-judicially. layline.io GmbH is obligated to ward off the claims at its own cost and to indemnify the Client from all associated costs and damages, if the dispute has not been caused by the Client's conduct contrary to duty.

26.3. layline.io GmbH has the right to make the remedying of the defects contingent upon the payment of a reasonable part of the sales price by the Client

26.4. If a reasonable number of attempts, in proportion to the gravity of the defect, to remedy the defects fail, and if the defect has not been eliminated within a reasonable period of time, the Client has the right to assert warranty claims.

26.5. The right to declare the revocation of the Agreement is foreclosed if the defect is nonessential, and thereby the use of the functions of the Software are only marginally limited. For the compensation of damages or compensation for needless expenditures due to a defect, the stipulations in regard to the limitation thereof in Part A of layline.io GmbH'

26.6. terms and conditions shall apply.

26.7. The statute of limitations for all warranties is twelve months. The period of the statute of limitations shall begin upon delivery or availability of the contractual software. This statute of limitation shall apply to all other claims; regardless of their nature, asserted against layline.io

GmbH. This limitation shall not apply to damages claims that are asserted because the software is defective; if the defect is caused willfully or by gross negligence; if the defect was kept secret maliciously; if it causes damages to life, limb or health; or if a guarantee has been breached. The legal statute of limitations shall apply hereto. All claims arising out of the Product Liability Act of the Federal Republic of Germany are not subject to the limitations specified in this clause.

27. Other Regulations

27.1. layline.io GmbH' terms and conditions of business Part A Section I are applicable. If there is a contradiction between the regulations of Part A Section 1 and the regulations of this Agreement, the stipulations of this Agreement shall supersede the regulations of Part A, Section 1.

27.2. The rights of use are transferred to the Client in accordance with Part A, Section 2.

Part C: Professional Services / Customizing

28. Subject of the Agreement

28.1. The goal of this Agreement is the customization of the standard software requested by the Client.

28.1.1. Generally, the customization is provided by simply making use of the customizations alternatives of the software, however, subject to the order it may also require the programming of new functions (Customizing) or the development of software, such as interfaces or reports.

28.1.2. The customization process consists of three phases. In the first phase, the final version of the requirement specification drawn up.

28.1.2.1. Requirement Specification

The requirement specification serves as the basis for the development of an offer and roughly comprehends the business goals of the Client and the methods for the technical achievement thereof.

See further definitions in section 33.

28.1.2.2. Functional Specification

A functional specification (which may also be designated as "Detailed Specification") shall be drawn up if so agreed upon, which shall stipulate the planning process for the development phase as well as describe the functional requirements in more detail.

See further definitions in section 34.

28.1.2.3. Customization

The software shall be customized in accordance with the functional specification. Upon completion thereof the acceptance shall take place and upon acceptance the elements of the software customized for the Client shall be put into operation.

29. Elements of the Agreement and Definitions

29.1. The definitions are specified in Part A of the Terms and Conditions.

29.2. Protective Clause

In the case of contradictions, the stipulations of this project agreement shall supersede the stipulations in the annexes. The terms and conditions of business of the Parties that are not expressly declared applicable in this Agreement shall not be not be applicable, including such cases in which the offer or declaration of acceptance of an offer or similar declarations indicate the applicability of the terms and conditions of business.

29.3. Integral parts of the Agreement are:

29.3.1. This Agreement

29.3.2. The terms and conditions of layline.io GmbH, Part A, General Terms and License Agreement.

In the case of contradictions, the stipulations of this Agreement shall supersede the stipulations of Part A. The stipulations of Part A regulate general rules that must not

be cited here in order to avoid the repetition thereof. Furthermore, the stipulations of Part A regulate the granting of the rights of use to the software.

29.4. In addition, the Annexes cited in an individual Agreement shall apply:

a) The requirement specification
b) The functional specification

30. Organization

30.1. The Parties shall respectively designate the responsible persons and their agents upon conclusion of this Agreement and clarify if these representatives are only authorized and have the power of attorney to deliver and receive technical information or if they also have the right to make binding declarations of intent and to receive such declarations. Upon mutual determination of the concerned parties, such persons can only be replaced for good cause or by mutual agreement. The same shall apply to persons named by the Client.

30.2. At the beginning of the project, a project team made of employees of both Parties shall be established for the purpose of the fulfillment of the agreement and the smooth execution thereof. Each Party shall designate a project leader, who is responsible particularly for the co-ordination within his own members of the project team and the communication with the project leader of the other Party, the supervision of the progress of the project, for the bringing about of a decision that cannot be postponed on a short-term basis, for the establishment of a project board, for giving the project board notice of changes and further requirements to be decided upon in the course of the project as well as the preparation of the project documentation

30.3. The Parties can organize a project board (which may also be designated as "Steering Board") for the purpose of governing and controlling the execution of the project and the strategic achievement of the project objectives. The project board shall hold meetings on a regular basis, and upon request of the project leaders or the members of the Steering Board. The project board shall make the decisions necessary for a prompt execution of the project at short notice. In particular, the project board shall decide upon eventual change or supplementary requests in regard to the performances to be provided during the project and assess the impact of the changes or supplement on other regulations of the order.

30.4. The Client's contact person shall provide necessary information, make decisions or bring about such a decision as the case may be, and thereby support the progression of the project as best as possible. The Client shall provide his duties to cooperate through qualified, proper personnel free of charge.

31. layline.io GmbH's Employees

31.1. layline.io GmbH is obligated to provide the services owed through qualified and reliable personnel.

31.2. layline.io GmbH shall select and position personnel and other vicarious agents (in the following "Personnel") designated for the provision of the services at his own discretion. The provision of services by the Personnel, the introductory training of the Personnel and the schooling relevant to the assignment of the Personnel shall be the responsibility of layline.io GmbH and directed by layline.io GmbH. layline.io GmbH' Personnel are solely answerable to the managerial authority of layline.io GmbH, regardless where the services are performed.

31.3. layline.io GmbH' Personnel have the right to be on the premises of the Client during the regular business operating hours for the duration of his assignment to the Client. The Client has the right to refuse to give individual Personnel assigned by layline.io GmbH access to the premises for good cause. If access is refused without good cause for which layline.io GmbH can be held responsible, then layline.io GmbH has the right to request an adjustment of the agreed upon deadlines and fees if these become necessary due to the refusal of access and are otherwise reasonable.

31.4. layline.io GmbH shall be solely responsible for the technical and functional supervision of the Personnel. If the Client requests the replacement of an employee for objective, understandable reasons, layline.io GmbH shall be obligated to replace this employee within a reasonable period of time.

32. Duties to Cooperate

32.1. The obligations of the Client, designated as duties to cooperate in the requirement specification and the functional specification, or in the order as the case may be, are essential contractual duties of the Client. Should it become evident to layline.io GmbH that the Client is not performing the duties to cooperate that are owed, layline.io GmbH will inform Client thereof by fax and give notice of the consequences of an eventual further delay. layline.io GmbH shall not be in delay as long as the Client has not fulfilled his duties to cooperate as contractually agree upon.

33. Requirement Specification

33.1. The requirement specification serves as the basis for the development of an offer and roughly comprehends the business goals of the Client and the methods for the technical achievement thereof. The purpose of the requirement specification is the development of the functional specification. The requirement specification shall comprise the agreements of the Parties that can be determined and described. In addition to the essential information required to able to draw up the functional specification, the Client's duties to cooperate in the development of the functional specification and the schedule for the development of the functional specification are to be stipulated therein.

34. Provision of the Functional Specification

34.1. The functional specification is a detailed description of the technical, commercial and organizational services that are required in order to achieve the goals of the customization. It shall regulate the precise agreements of the Parties. The purpose of the functional specification is to provide a specification for the customization work and to serve as a criterion for whether the expectations of performance has been met as contractually agreed upon.

34.2. The functional specification is to be drawn up in such a way that is possible to verify if layline.io GmbH has provided the services owed, if the Client is obligated to accept the customized software and shall serve as the criterion to determine if there is an essential defect.

34.3. layline.io GmbH is obligated to technically illustrate the functionalities requested by the Client, however, layline.io GmbH is not obligated to review the economic quality of the Client's order. Nevertheless, layline.io GmbH is obligated to give notice of obvious mistakes.

34.4. The functional specification shall be accepted in accordance with the prerequisites defined in the requirement specification. The right to declare partial acceptance of

individual parts of the functional specification is expressly reserved by the Client.

34.5. The Client is obligated to declare the acceptance of the functional specification within 10 workdays after delivery. If the Client does not declare acceptance within this time period, without stating the reasons there for, the fees shall become due nevertheless. layline.io GmbH shall separately inform the Client of the consequences for not responding. If the Client has the right to refuse to declare acceptance in whole or in part, layline.io GmbH shall be given a reasonable period of time to improve the functional specification after receiving an explanation for the reasons.

34.6. Should the faults in the functional specification, which the Client objects to and for which layline.io GmbH is responsible, not be eliminated within a reasonable period of time, the regulations of sections 40 and 41 shall apply.

35. Rights to the Functional Specification

35.1. The rights to the functional specification shall not be granted to the Client until the full and unconditional payment of the agreed upon sum for the completion of the customizations services has been received.

36. Execution of the Work

36.1. Upon acceptance of the functional specification, layline.io GmbH shall execute the therein described content. The detailed procedures, rights and obligations of both Parties for the completion of the customized software are regulated in the functional specification. The Client shall provide the necessary duties to cooperate as specified in the functional specification.

36.2. The acceptance of developed software shall follow the separately stipulated procedures described in section 40 (Acceptance) of this Agreement.

36.3. The deadlines that are set in the project schedule, which is continuously updated by the Parties and which is an integral part of the functional specification, shall apply. All deadlines other than those stipulated in the project schedule shall only be binding if they have been set in a separate agreement in writing or in text format. Changes can only be mutually agreed upon.

36.4. If layline.io GmbH should be of the opinion that the dates and deadlines set in the project schedule cannot be observed, regardless of the reason, layline.io GmbH shall report this information immediately as soon as layline.io GmbH receives notice of the reasons for the delay.

36.5. If the Client requests that the customization takes into consideration new software releases for the standard software, which was not implemented during the period of time in which the functional specification was developed, then the realization of such assignments shall be conditional to the punctual and complete supply of layline.io GmbH. However, layline.io GmbH shall in inform the Client of possible delivery problems.

37. Change Management

37.1. If a change to the functional specification becomes necessary to achieve the initial goals of the project after the functional specification has been accepted and thereby lead to a change in the execution thereof, the project team shall be obligated to carry out the Change-Management-Procedure. This procedure is to be executed as follows:

37.2. The Client has the right to request an alteration of the requirement specification after it has been accepted even if

this is unreasonable for layline.io GmbH. The change is to be documented in writing in respect to the requirements and the scope of the change. layline.io GmbH shall make the Client an offer and thereby state the time period for the execution, the planned dates and the effects on the whole project. The project team shall document the Client's decision. Agreed upon changes to the functional requirement shall be recording in writing or in text form.

37.3. The Client only has the one-time right to request that the services for the completion of the software are interrupted until the necessary decision on the adjustment of the functional requirement has been reached.

37.4. Should the Parties discover that the functional specification is deficient after the functional specification has been accepted, however, it not be evident, which Party is responsible for this deficiency, then the punctual completion of the software shall have priority over other interests of the Parties. It is recommended that the Parties agree on a modus operandi whereby the Client shall without prejudice pay layline.io GmbH 50 % of the possible additional fees that layline.io GmbH could invoice in addition to the other agreed upon fees, and layline.io GmbH shall without prejudice be obligated to provide the additional services regardless of layline.io GmbH' possible entitlement to additional fees and shall therefore waive the assertion of any rights of retention. Notwithstanding such an agreement, both Parties shall have the right to assert further claims against the other Party upon the complete acceptance of the system

37.5. Anyway costs: If the functional specification is deficient, then the Client is responsible for such costs that would have been incurred even if an altered functional description had been initially agreed upon in the functional specification. In such an event layline.io GmbH shall only carry the costs incurred by the alteration of the functional specification itself.

37.6. All changes to the project consequential to the request of the Client to alter or extend the initially agreed upon scope of the services shall be ordered and remunerated separately.

38. Changes in the System Environment during Execution

38.1. layline.io GmbH shall develop the functional specification for one specific system environment, that shall be agreed upon with the Client. The necessary system requirements shall be specified in the Annex "System Requirements". Alterations to the system requirements can seriously impair the functionality of the software. layline.io GmbH therefore expressly declares that an impairment of the functionality that is determined in a system environment that has been altered by the Client after the requirements specification or detailed specification as applicable has been accepted can only be asserted as a warranty or liability claim.. The Client must prove that the interference with the functionality was not caused by the change to the system environment.

38.2. Changes to the system environment during the execution of the project, which the Client believes to be essential, must be coordinated with layline.io GmbH without fail. Under certain conditions they will prompt a change request with costs.

39. Default of Performance

39.1. If a Party should breach any obligations of this Agreement, the Party violating the Agreement shall pay the injured Party a contractual penalty in the amount of up to 0.5 % per calendar day (excluding VAT) of the value of the services that are in default. However, the amount of the contractual penalty shall not exceed more than 5 % of the total value of this Agreement (excluding VAT). Other claims based on this Agreement shall remain unaffected by this contractual penalty.

39.2. If the Client should interrupt the project (project stop) for reasons for which layline.io GmbH is not responsible, then the Client is obligated to indemnify layline.io GmbH for the provisional project stop. The Client shall remunerate layline.io GmbH for the number of workdays (which may also be designated as full-time equivalence or FTE), at the agreed upon daily rate, which were planned on and expected in the project plan during the period of the project stop. The thereby calculated availability costs shall be invoiced at the end of the calendar month and are due immediately. The regulations of Section 39.1 shall not be applicable for the duration of the project stop. To reduce the costs for the Client as much as possible, the Client may ask layline.io GmbH to implement layline.io GmbH' assigned personnel in other projects. However, this cannot be guaranteed by layline.io GmbH, and such a request shall not absolve the Client from his obligations.

40. Acceptance

40.1. If the project consists of several parts, then each part shall be successively executed, tested and accepted. The Parties agree that a partial acceptance is permissible. The permissibility shall be determined by whether the Client can separate the technical functionality of parts of the system, and if the partial acceptance is reasonable for the Client while taking into consideration the purpose of the Agreement. The question, as to whether a partial acceptance is feasible, shall be determined specifically in accordance with the stipulations of the functional specification. The dates shall be set forth in the project plan.

40.2. The criterion for the function tests shall be the functional specification. In the event that changes were made to the services to be provided by layline.io GmbH after the functional specification was accepted (changes), then the newest agreed upon version of the functional specification shall be applicable. If the customization services exceed the value of the standard software, the criterion for the acceptance shall be the services specified and the functional specification.

40.3. The Parties shall jointly carry out an examination of the functions described in the functional specification in the system environment defined therein to determine the acceptability. The statute of limitations for the warranty shall commence upon acceptance of the last part of the project.

40.4. The date of acceptance shall be the date on which the Client signs the acceptance protocol if a formal acceptance procedure is carried out. The acceptance cannot be unreasonably refused. The refusal is unreasonable particularly if the system essentially fulfills the functions specified in the functional specification and does not cause any defects that substantially hinder the use of the system. Non-essential defects shall be recorded in the acceptance protocol and be eliminated by layline.io GmbH; however, they shall not give the Client reason to refuse acceptance. The acceptance protocol shall be signed by both Parties.

40.5. In the event of an implied acceptance, the date of acceptance shall be the 10th work day upon which the Client uses the system, layline.io GmbH has requested the Client to declare the acceptance, and the Client does not declare the acceptance without giving reason. layline.io GmbH must clarify to the Client what the consequences for remaining silent are in writing.

40.6. If there are essential defects, layline.io GmbH has the right to remedy the defects a number of times that is reasonable in respect to the scope of the project.

41. Liability

41.1. The regulations of Part A, Section 1, chapter 7 of this Agreement are applicable.

42. Warranty / Data Protection

42.1. If a legal regulation is changed shortly before the acceptance is scheduled and thereby the availability of an affected function in the system is jeopardized, layline.io GmbH has the right to request a reasonable prolongation of the due date for the execution for this function.

42.2. The software functions specified in the functional specification of the therein described system environment shall be deemed to be agreed upon. Any subsequent change to the system environments by the Client can cause an impairment of the functions, even if this system environment can be considered to be „normal". Due to the vast variety of possible combinations, no warranty shall be given for a "normal" system environment, the warranty shall only be given for the agreed upon system environment.

42.3. layline.io GmbH shall initially fulfill its warranty obligations for material defects by remedying the defect. For this purpose, layline.io GmbH shall at its own choice make the legally irreproachable use of the software possible or shall substitute the Software or parts thereof. The defect shall also be deemed to be remedied if layline.io GmbH has provided the Client with alternative software and thereby made a reasonable workaround available. The workaround must circumvent the effects of the defect and the use thereof must be reasonable for the Client.

42.4. layline.io GmbH shall initially fulfill its warranty obligations for defects of title by remedying the defect. For this purpose, layline.io GmbH shall at its own choice make the legally irreproachable use of the software possible or shall substitute the Software or parts thereof.

42.5. layline.io GmbH has the right to make the remedy of a defect dependent of the payment of a reasonable amount of the fees.

42.6. If the reasonable number of attempts, in proportion to the gravity of the defect, to remedy the defects fails, and if the defect has not been eliminated within a reasonable period of time, the Client has the right to assert warranty claims.

42.7. The right to declare the revocation of the Agreement is foreclosed if the defect is nonessential, and thereby the use of the functions of the Software are only marginally limited.

42.8. The statute of limitations for all warranties is twelve months. The period of the statute of limitations shall begin upon acceptance of the contractual software. This limitation shall not apply to damages claims that are asserted because the software is defective; if the defect is caused willfully or by gross negligence; if the defect was kept secret maliciously; in the case of damages to life, limb or health; or if a guarantee has been breached. The legal statute of limitations shall apply hereto. All claims arising out of the Product Liability Act of the Federal Republic of Germany are not subject to the limitations specified in this clause.

42.9. The Client must carry out all measures necessary so that layline.io GmbH can eliminate all defects as quickly as possible, for example by providing and enabling access

to the computers or by enabling remote access to the computers. layline.io GmbH shall not be in default as long as the Client has not fulfilled these duties to cooperate. However, layline.io GmbH must inform the Client thereof in writing.

43. Other Regulations

43.1. The regulations of Part A, Section I of the terms and conditions of business of layline.io GmbH shall be applicable. If it is determined that there are contradictions between these stipulations and the regulations of Part A Section I, then the stipulations of this agreement shall supersede those of Part A Section I.

43.2. The rights of use are granted in accordance with Part A, Section 2 of the terms and conditions of business of layline.io GmbH.

Part D: Software Maintenance

44. Subject of the Agreement and Parts of the Agreement

44.1. Subject of this software maintenance agreement is the maintenance of the standard software and in some cases customized software delivered by layline.io GmbH. The maintained software is specified in the individual Agreement („maintained software"). If the Client would like the contractual service to be provided for other software parts, particularly for software developed at his request, then this software must be expressly listed in the Agreement.

44.2. Parts of the Agreement are:

44.2.1. This Agreement.

44.2.2. layline.io GmbH' terms and conditions, Part A, General terms and license agreement.

In the event of contradictions the stipulations of this agreement shall supersede the stipulations of Part A. The terms in Part A are general regulations that are not specified in this agreement to avoid repetition.

44.2.3. Furthermore, the annexes specified in this agreement are applicable:

- Minimal system requirements

- The current specification of services of the standard software and the customized software if applicable.

- List of the maintained software

44.3. The annexes shall be updated as required.

45. Maintenance Services

The maintenance agreement for software encompasses the following services:

45.1. Elimination of defects

45.1.1. Principles
layline.io GmbH shall eliminate reported program defects within the defined time limits. Verification that the program is defective shall be determined in accordance with the contractual compliance with the defined specifications in the specification of services. The definition of defects is regulated in Part A of the terms and conditions, Section 2.4. The service levels are specified in Section 47.

45.1.2. System Environment
The provision of the contractually agreed upon functions in the agreed upon system environment is warranted.

The numerous combinations of possibilities induce an element of uncertainty that cannot be estimated in advance; therefore, the proper functionality of the software can only be warranted in a contractually agreed upon or previously tested system environment. layline.io GmbH' current guidelines in regard to the system environment must be observed.

45.2. Workarounds

45.2.1. If layline.io GmbH offers the Client a new program version or program parts for the purpose of preventing or eliminating defects, or for the purpose of preventing the failure of other programs, the system or other equipment, the Client is obligated to accept this version and to install it on his hardware in accordance with layline.io GmbH' installation instructions as soon as reasonably possible. If it is reasonable for the Client to install the work around depends on whether the Client can use the software as is for the contractually agreed upon purpose, and whether the Client will incur costs through the installation of the work around.

45.3. Delivery of new Software

45.3.1. Services
layline.io GmbH shall modify the maintained software to meet the changing laws or technical standards within a reasonable time period during the term of this agreement and during the warranty period. Furthermore, the maintained software shall be modified to the current version of the required software environment (operating system and programs required for the contracted functions). These services are not obligatory if and so far as the modification causes an unreasonable work load for layline.io GmbH. In such an event, the modification shall only be provided if additional fees are paid.

45.3.2. Further modifications of the software to meet the individual requirements of the Client are not services that layline.io GmbH is required to provide in accordance with this stipulation unless otherwise specified in the individual Agreement.

45.3.3. If the use of the program is changed, or if new functions are added, then the user's manual shall also be updated. The user's manual shall be provided in electronic form.

The Client is encouraged to suggest possible development ideas. layline.io GmbH shall give serious consideration to the Client's proposals. However, there is no obligation to carry out or implement such proposals.

45.3.4. layline.io GmbH may specify at its own discretion, if the program technical services shall be provided by delivering new software, or by instructing the Client's personnel to make program changes, or to change the program parameters.

45.3.5. The Client can reject these services if they do not provide the same compatibility and functionality as the replaced software. The right to reject the services is also granted if the conversion to the offered version free of defects shall directly cause unreasonable costs for the Client.

45.3.6. Limitation: The provision of new software is not obligatory if the related services cause an unreasonable workload for layline.io GmbH. The work load shall be deemed to be unreasonable if the labor costs needed to adapt the software are 10 % higher in the year that the adjustment is to be provided than at the time the agreement was concluded, insofar as these higher costs cannot be compensated through higher profits or through a reduction of cost, and insofar as the maintenance services have been provided for at least one year. In such a case, the modification of the software shall only be provided if a separate remuneration is paid.

45.3.7. End of life: It is not possible to constantly develop and maintain all older versions of this software. layline.io GmbH shall therefore reserve the right to only develop and maintain programs (including the respective supplementary components) that are either compatible with the current or last previous release of these programs. layline.io GmbH shall give notice of the termination of the maintenance of a basic version of the software with a term of at least 12 months.

If the Client would like to use software that is not normally maintained by layline.io GmbH upon expiry of this term, the maintenance of such software shall not be covered by the maintenance fees in accordance with Section 48.1 and must be separately ordered in accordance with Section 46 of this agreement.

45.4. Hotline

45.4.1. layline.io GmbH shall provide telephonic help for defects, user problems, failures and other cases of difficulties in regard to the running of the maintained programs. Support services shall be provided from Monday to Friday 09:00 to 17:00, Central European time zone. On Saturdays, Sundays and on German public holidays of the state of Hamburg, Germany no hotline services will be provided.

45.4.2. Help in the sense of this agreement is defined as any problem-oriented answer to a technical software problem described by the Client in regard to the maintained programs.

45.4.3. Content and organizational questions, as well as instructions in the functionalities of the software, are not duties that must be fulfilled within the scope of the hotline.

45.4.4. Before consulting the hotline, the Client is obligated to attempt to solve the problem himself with a reasonable attempt. Particularly, the Client shall consult the user manual.

46. Other Services / Services not included in the fixed fee

46.1. layline.io GmbH shall provide other services in regard to the software that are not listed in Section 45 of this maintenance agreement upon the Client's request if the payment of a separate fee is agreed upon. This shall apply particularly to:

- The provision of maintenance services in accordance with Section 45 of this agreement for software that is not subject of this maintenance agreement.

- Travel expenses and expenditures for layline.io GmbH' services for the Client on-site.

- layline.io GmbH' services for the Client on-site if these are not services specified in Section 45.

- Services for programs not associated with this agreement.

- All services for the Client that are provided outside of layline.io GmbH' normal office hours.

- Services that become necessary due to the improper handling and care of the maintained programs and/or due to the Client's breach of obligations, such as the non-compliance with the

user's manual. This shall apply regardless whether the need for services are caused by the Client, his vicarious agent or any other person not authorized by layline.io GmbH.

- Services that are necessitated through force majeure or other circumstances, for which layline.io GmbH is not responsible.

- Services provided in association with the installation of an update/upgrade/release supplied to the Client, instruction and training in regard to these program versions, as well as shipping and handling charges.

- Services that are required due to altered or new function requirements by the Client.

- Services to customize the software to systems, equipment or operating systems that are changed and/or renewed by the Client.

46.2. **layline.io GmbH** is not obligated to provide services that are not subject of this agreement. This shall apply particularly to the aforementioned services.

47. Definitions, Service levels, Error classes, Times

47.1. Service Levels

47.1.1. "Level 1 Service" shall mean the service provided in response to the initial phone call placed by a Customer which identifies and documents an error in the Product. This includes problem source identification assistance, problem analysis, problem resolution, installation planning information and preventive and corrective service information.

47.1.2. "Level 2 Service" shall mean the service provided to analyze or reproduce the error or to determine that the error is not reproducible. This includes problem recreation and in-depth technical analysis. This includes an attempt to provide an error correction of circumvention before raising the issue to Level 3 service.

47.1.3. "Level 3 Service" is the service provided to isolate the error to a component level of the Software. An attempt is to be made to provide an error correction or circumvention or notification that no correction or circumvention is available

47.2. Support Guidelines
In accordance with the terms of this agreement, layline.io GmbH shall provide one or more of the following "Support Services":

47.2.1. Support Guideline # 1: Installation and basic operations (required): Within the scope of this guideline, layline.io GmbH shall ensure that the software installation generally functions in the supported system environment Support for all patches and updates for the implemented version. layline.io GmbH shall ensure that the software installation functions in the supported environment. layline.io GmbH shall only support the standard functions of the software at this level ("out-of-the-box-support").

47.2.2. Support Guideline # 2: Services in the case of failures (required): Support guideline # 1 addresses the requirements of the system administrator who is responsible for the proper installation, management and modification of the software. Support guideline # 2 addresses the employees who are to

Error Class	Definition	layline.io GmbH' Services
1	**Operational Impediment** An operational impediment is given if the use of the maintained program is not possible due to malfunctions, incorrect output or incorrect response times.	- Reaction Period: Within two working hours on workdays upon receipt of the notification of defects during regular business hours. - Elimination Period: layline.io GmbH shall begin with the elimination within one workday and shall employ personnel until the defect is eliminated or a reasonable work around has been found for the Client.
2	**Operational Interference** An operational interference is given if the use of the maintained program is severely limited and the malfunctions cannot be circumvented through acceptable procedural measures.	- Reaction Period: The next workday upon receipt of the notification of defects during regular business hours at the latest. - Elimination Period: layline.io GmbH shall begin with the elimination within two workdays upon receipt of the notification of defects and shall employ personnel until the defect is eliminated or a reasonable work around has been found for the Client.
3	**Operational Limitation** An operational limitation is given if the use of the program is limited, but the Client is able to compensate this limitation through his own efforts on short notice, however, the operational use of the program is limited by the existence of the defect to such an extent that it is not reasonable for the Client to tolerate the defect until the next release is delivered.	- Reaction Period: Within five workdays upon receipt of the notification of a defect. - Elimination Period: layline.io GmbH shall provide a first response to the request for additional information or clarification within five workdays upon receipt of the notification of the defect and shall provide a work around and/or program improvements, as appropriate, within the scope of a following update.
4	**Other defects, non-essential defects, minor defects** Insignificant other defects are defects that do not have a substantial effect on the use of the software. Such defects shall be eliminated within the scope of the normal development of the software in a next release.	- Such defects are faults that do not have a crucial effect on the use of the software. Such defects shall be eliminated within the scope of the normal development of the software in a next release.

Table 1: Error classes, definitions and associated services

ensure the proper operation. This guideline supplies support if defects or other problems during the operation of the basic software occur. It encompasses trouble shooting and log-file analysis. The search for errors that are caused due to the Client-specific configuration (configuration defects) are not covered by this guideline. Such services are supplied in accordance with Support Guideline # 5. Alternatively, the Client can employ layline.io GmbH for the regular daily rates. If the Client should discover a hitherto undocumented limitation or defect, layline.io shall deliver an appropriate work around or patch which will enable the operation of the software. However, layline.io GmbH is not obligated to rewrite or otherwise alter parts of its configuration.

47.2.3. Support Guideline # 3: Upgrades (optional): Support for all upgrades of the current version. In accordance with this support guideline layline.io GmbH shall ensure that the Client is eligible for all subsequent upgrades of the software, and that the upgraded software can be run in an environment that is supported by the software. layline.io GmbH shall only support the standard functions of the software at this level (out-of-the-box-support").

47.2.4. Support Guideline # 4: Extended support hours (optional): Upon request, layline.io GmbH may extend its support hours and adjust its response times in accordance with the individual needs of the Client.

47.2.5. Support Guideline # 5: Client-specific projects (optional): Support guidelines # 1 to # 4 do not encompass an individual configuration for the Client's environment. Upon request, layline.io GmbH shall extend the maintenance and support services within the scope of this support guideline in order to include the Client's individual configuration; the analysis and elimination of defects amongst other services are included for this purpose. Such services as well as the corresponding fees are to be agreed upon separately in writing. Within the scope of this guideline the Client has the opportunity to include such configurations and modifications in this agreement.

47.3. The following definitions are applicable in regard to the elimination of defects:

47.3.1. Classification of Defects:
The definitions set forth in "*Table 1: Error classes, definitions and associated services*" on page 17 are applicable.

47.3.2. The reaction period is that period of time between the receipt of the notification of a defect and the beginning of the elimination of defects with the first status report to the Client.

47.3.3. The elimination period is the period of time between receipt of the notice of a defect by layline.io GmbH until the defects have been eliminated or at least an acceptable workaround has been installed. The eliminations period shall be

calculated in the priorities, which shall only designate an estimated elimination period due to the fact that the elimination of a defect is dependent on the complexity of the defect so that the elimination period cannot be conclusively specified. The elimination period is not the same as the reaction period.

47.3.4. Service times
Defects shall be eliminated from Monday to Friday 09:00 to 17:00, Central European time zone. On Saturdays, Sundays and on German public holidays of the state of Hamburg, no services will be provided.

47.4. Defects shall be mutually classified by the Parties into one of the defect categories listed above within the scope of the notification of a defect. If the Parties cannot agree on the classification, layline.io GmbH shall classify the defect while taking into consideration the Client's interest.

47.5. Contact methods for layline.io GmbH' support services

47.5.1. layline.io GmbH shall make the following communication means for support requests available:

47.5.2. Telephone support
layline.io GmbH shall provide a software telephone hotline for support requests during normal business hours (09:00 to 17:00, Mondays to Fridays CET/CEST)

47.5.3. Internet/E-Mail
layline.io GmbH shall enable the Client to send a direct support request via the e-mail address support@layline.io.

47.5.4. layline.io GmbH Issue Tracking
layline.io GmbH shall provide an issue tracking system via the internet address http://support.layline.io, which enables the compilation, documentation and tracing of support requests. The Client is obligated to register all support requests in this system. Access to the issue tracking system shall be activated upon the Client's request.

47.6. Limitation of the Hotline Support: The Client hereby agrees that his contact for the support is limited to two designated persons at all times. These persons shall serve as the support liaison between the Client and layline.io GmbH. The Client shall ensure that these persons have access to the support contact methods specified in Section 47.5.

48. Fees

48.1. The maintenance fees are stipulated in layline.io GmbH' last binding offer. These fees are compensation for the services provided by layline.io GmbH in accordance with Section 45.3 and 45.4 only.

48.2. The quarterly maintenance fees are to be paid in advance in one sum at the beginning of a calendar quarter. The payment obligation shall begin at the time when the Client can begin to use the software listed in the individual Agreement productively. In the case of standard software this obligation shall begin upon delivery of the software; in the case of customized software this obligation shall begin upon acceptance thereof.

48.3. The fees are payable in addition with the applicable legal value added tax. The fees are to be received by layline.io GmbH within 30 days upon receipt of the invoice without any deductions. If the fees are not received within this

time period, the Client will be in default. The Client shall pay interest on arrears in the amount of 8 percentage points above the basic rate of interest.

48.4. layline.io GmbH has the right to reasonably increase the agreed upon flat fee in the amount of 5 % upon written notice after the second year upon conclusion of the agreement.

48.5. Additional services of layline.io GmbH that are not specified in Section 45 are to be paid separately by the Client in accordance with the respective price list valid at the time that layline.io GmbH is commissioned. The fees are to be received by layline.io GmbH within 30 days upon receipt of the invoice without any deductions.

48.6. If it turns out in the course of work that any problems are not caused by layline.io, layline.io reserves the right to invoice the expenses incurred at the then valid daily rates. The customer consents to this.

48.7. Travel expenses and expenditures are to be compensated separately, if the Client requests layline.io GmbH' presence on-site, or if services specified in Section 46 are concerned.

49. Duties to Cooperate

49.1. The Client shall support layline.io GmbH in the fulfillment of these contractual obligations. In particular, the Client shall:

- Name a responsible person in writing who has the right to make decisions and has power of attorney for all purposes for the term of this agreement.

- layline.io GmbH has the right to demand that the responsible person can prove to have taken part in training courses regarding the use of the maintained program. Only the responsible person, or in his absence his agent, may give notice of defects. Particularly the responsible person shall:

- The responsible person shall carefully monitor the occurring symptoms and the system and hardware configuration when reporting defects to layline.io GmbH, and thereby provide useful information for the elimination of defects. Such documentation should include the number of affected users, any documentation, a description of the system and hardware environment, including any simultaneously loaded software of third parties, if applicable. The responsible person shall use the web-based defect notification and tracking system made available by layline.io GmbH for this purpose.

- Provide layline.io GmbH with discovered malfunctions in reproducible form via e-mail, FTP or by uploading the malfunction on the web-based defect notification system.

- Shall support layline.io GmbH within the scope of his capabilities to the best of his efforts in the search for the cause of the defect and shall encourage his employees to cooperate with layline.io GmbH' personnel.

- Give layline.io GmbH' employees engaged to carry out the software maintenance services access to the computers on which the maintained programs are stored and/or loaded. Access must be given on-site as well as via remote access. The remote access shall be available transparently so

that the necessary services can be fully provided without interruption.

- Have a test system available that corresponds to the current software version of the operating systems.

- Shall load the programs and program parts (patches and bugfixes) provided by layline.io GmbH in accordance with layline.io GmbH' instructions and shall always observe layline.io GmbH' suggestions in regard to trouble shooting and defect elimination.

- Keep available all data used with, or obtained in association with, the maintained program in machine readable form as a security back up; this copy shall enable a reconstruction of lost data with reasonable effort.

49.2. The aforementioned duties to cooperate are main obligations of the Client. If the Client breaches these duties to cooperate, layline.io GmbH is not obligated to provide its services. In the event of a recurrent or grave breach of contract, layline.io GmbH has the right to terminate the agreement with notice of one month. The contractual relationship shall then terminate at the end of the following month.

50. Warranty for Functional Maintenance (Section 45.1)

50.1. Maintenance services shall not be deemed faulty if layline.io GmbH makes a reasonable workaround available to the Client. layline.io GmbH has the right to alter the maintained software for the purpose of subsequent improvement, if the performance characteristics and operation of the software for the Client are not affected, and if the changes do not cause the Client any costs.

50.2. If layline.io GmbH is not able to eliminate any defects within a reasonable period of time, the Client has the right to assert warranty claims. The right to revoke the agreement or to assert damages claims is precluded if the functionality of the software is not essentially impaired.

50.3. The Client does not have the right to eliminate any defects himself or to demand compensations for any thereby necessary expenditures, as long as layline.io GmbH is prepared to eliminate the defects, and to make further subsequent improvements deemed reasonable for the Client.

50.4. Alteration of the software or the system environment

50.4.1. If the Client, or third party hired by the Client, alter the contractual software after it has been installed or accepted without layline.io GmbH prior express consent, layline.io GmbH is not obligated to eliminate defects unless the Client can prove that the defects cannot be attributed to these alterations, and that these alterations have not made the identification and elimination of the defect more difficult.

50.4.2. If the Client requests the elimination of a defect in the program for reasons of a material defect or a defect in title after the maintenance agreement has been terminated, and if the Client has changed either the program, the system environment or both, then the Client carries the burden of proof that these defects have been caused by layline.io GmbH' maintenance services. If the Client

or a third party hired by the Client altered the program and/or the recommended system environment.

50.5. The warranty rights shall become statute barred twelve months after acceptance of the maintenance services. This does not apply in cases in which the faulty maintenance service has caused damages to life, limb or health and/or has been caused by a breach of a guarantee and/or the damages have been caused willfully or through gross negligence. Claims in accordance with the Product Liability Act of the Federal Republic of Germany shall remain unaffected.

50.6. If the Client has not expressly declared the acceptance of the maintenance services provided ten days after completion, the services shall be implied accepted. If layline.io GmbH has given the Client notice of the consequences of his actions and the Client has not contested these consequences within five work days.

50.7. Should it become apparent that the services provided by layline.io GmbH are not covered in the warranty, the Client shall carry the costs including any possible travel expenses and expenditures. If costs are reimbursed by the Client, layline.io GmbH' respective valid hourly rates and travel costs shall serve as the basis for the calculation.

51. Delivery of new Software

51.1. If layline.io GmbH cannot provide its services despite due diligence as a consequence of force majeure (for example, strikes or business interruptions, for which layline.io GmbH is not responsible), then the delivery period shall be prolonged for a reasonable period of time. The right of the Client to terminate the agreement because the delay causes unreasonable disadvantages shall remain unaffected.

52. Warranty for the Delivery of new Software (Section 45.3)

52.1. The Client shall immediately inspect the software upon receipt thereof on the basis of the function specification and the regulations stipulated in the individual agreement and report any defects within a reasonable period of time. If he does not report the defects or reports them too late, the Client shall forfeit his rights to assert warranty claims.

52.2. Warranty claims shall become statute barred twelve months after completion of the maintenance service. This does not apply in cases in which the faulty maintenance service has caused damages to life, limb or health and/or has been caused by a breach of a guarantee and/or the damages have been caused willfully or through gross negligence. Claims in accordance with the Product Liability Act of the Federal Republic of Germany shall remain unaffected.

52.3. If a statutory regulation should change shortly before the planned delivery of the software, and thereby the availability of a planned function in the system is jeopardized, layline.io GmbH has the right to request a reasonable extension of the performance period for this function.

52.4. Otherwise the regulations of Section 50.1 to 50.4 shall apply.

53. Term of the Agreement, Termination

53.1. The agreement shall commence on the day of the installation of the software if the Client receives standard software. The date on the delivery order shall applicable.

If the Client ordered customized software, then the date of the acceptance shall be applicable. The agreement shall initially have a term of two years. The agreement is then prolonged for one year automatically. The termination can be declared:

- At the end of the valid period if one of the Parties has declared the termination in writing with notice of three months before the end of the period.

- Thirty (30) days after written notice, if the other Party has breached this agreement, and the breach has not been redressed or compensation provided within this period of notification.

- Automatically on the end-of-life date of the implemented software version. The end-of-life date will be announced by layline.io GmbH at least twelve (12) months in advance in writing. If the agreement includes upgrades, this stipulation shall not be applicable.

53.2. The rights of use for Enterprise Edition (LLEE) software granted to the Client shall remain unaffected by the termination of the maintenance agreement if termination was requested by layline.io GmbH. Otherwise, the right of use ends with termination of the maintenance agreement.

53.3. The right to declare the termination without notice shall remain unaffected. If the Client terminates the agreement for good cause for which layline.io GmbH is responsible, the Client shall be proportionally reimbursed for the paid maintenance fees

54. Rights of Use

54.1. The rights of use are granted in accordance with the license agreement (Part A Section 2 of the terms and conditions).

54.2. The rights of use to the programs that are technically replaced by the delivered programs shall expire within two weeks after the Client has productively used the delivered program, at the latest within one calendar month after the program was delivered to the Client. The Client has the right to make a copy of the respective program for archive and security purposes.

Part E: Rental

55. Elements of the Agreement and Definitions

55.1. The definitions are specified in Part A of the terms and conditions.

55.2. Integral parts of the Agreement are:

55.2.1. This Agreement,

55.2.2. Part A of the terms and conditions of layline.io GmbH, namely the General Terms and License Agreement.

55.3. In the case of contradictions, the stipulations of this Agreement shall supersede the stipulations of Part A. The stipulations of Part A regulate general rules that must not be cited here in order to avoid the repetition thereof.

In addition, the follwing parts of the Agreement shall apply:

- List of the accompanying rented software including the number and content of the licenses
- System environment

56. Subject of the Agreement

56.1. The rental shall encompass the following performances:

56.1.1. layline.io GmbH shall rent the software specified in the Agreement to the Client for the term of the Agreement. The subject of the rental is the software in its respectively current version. The Client is obligated to install the last version of the respectively provided software or to let this software version be installed. The rights of use are only granted to the Client for this version of the software. An exception to this rule is given if the new software version provided to the Client is defective and the use of the new software version is unreasonable due to theses defects.

56.1.2. The software and the necessary rights of use to the software are rented to the Client for the respective term in accordance with section 58.2 of this Agreement. The rights of use are granted in accordance with Part A, Section II of the terms and conditions of layline.io GmbH.

56.1.3. The functional scope of the program as well as the operating conditions for the hardware and software are regulated in the user documentation that is provided with the program. The user documentation also specifies the system environment (clients, server and network), in which the program may be operated.

56.1.4. The Client does not have the right to grant third parties the right to use, sublet or sublicense the software. It is forbidden to grant third parties the right to process foreign data that does not belong to the Client or to allow the use of the software in ASP. The Client shall be granted the rights necessary to use the software in ASP or to grant sublicense if layline.io GmbH' express consent hereto is given in writing.

56.1.5. The software shall be continuously updated and developed for the term of the contractual relationship. The following shall apply:

56.1.5.1. layline.io GmbH shall customize the serviced programs to take into account the altered legal regulations within a reasonable period of time in accordance with layline.io GmbH' operational and financial position. This obligation shall be cancelled if the customization effects unreasonable work for layline.io GmbH. In this event, the customization shall only be provided for an additional respective fee.

56.1.5.2. layline.io GmbH shall provide the Client with updates and upgrade for the serviced program if these are available and necessary. This service shall include the supplementary software documentation.

56.1.6. An additional customization to the altered special needs of the Client is not a service that layline.io GmbH is obligated to provide. Furthermore, the provision of a major release that encompasses essential program changes and improvements is also not a contractual obligation. Such major releases shall be identifiable by the alteration of the version number left of the comma (eg. from 5 to 6 etc.). The provision of such a major release shall be agreed upon with the Client in a separate agreement.

57. Provision, Installation

57.1. layline.io GmbH shall make the software including the documentation available for download on an online server using a URL-address, which the Client will be given. The delivery obligations shall be thereby fulfilled as soon as layline.io GmbH has informed the Client of the link to the internet address and the software is available via this link.

57.2. The Client is responsible to install the software and any following releases by himself.

58. Rental Fees

58.1. The monthly rental fees in the contractually agreed upon amount are defined in layline.io GmbH' respective Licenses and Services Agreement. They shall include the performances listed in section 56.

58.2. The rental agreement shall be initially concluded for a term of four rental periods (the term). A rental period equals three months. The agreement shall commence on the first day of the following month of the month in which the order is received by layline.io GmbH. The term shall automatically be prolonged for four rental periods (12 months) if the rental agreement is not terminated in due time and form. An agreement is terminated in due time and form if layline.io GmbH receives the declaration of termination for the respective Client at least one rental period before the end of a respective term in writing.

58.3. Partial termination: The Client has the right to terminate the agreement for individual, technically isolatable element of the software to the end of a respective rental period in accordance with the prerequisites defined in 58.2. However, the Client does not have the right to declare the partial termination of individual parts of a "license package" of a provided program package.

58.4. Rental of further licenses during the term of the Agreement.

58.4.1. If the Client has already purchased an layline.io GmbH system, the Client can rent further licenses (single seat licenses) for the system. The rental agreement shall be concluded for the software whereby the Client shall be granted the access

rights for the individual seats. The term of the agreement is defined in section 58.2.

58.4.2. If the Client has rented an layline.io GmbH system, other program parts can also be rented. The term of the agreement is defined in section 58.2, the initial rental term however, shall be one rental period.

59. Duties to Cooperate

59.1. The Client shall support layline.io GmbH in the fulfillment of layline.io GmbH' contractual obligations. Particularly,

- The Client shall appoint a responsible person that has all necessary authorities to make decisions and has the necessary power of attorney for the purpose of the execution of this agreement;
- layline.io GmbH has the right to request that this responsible person can prove that he has appropriate training in the use of the provided program. Only the responsible person may give notice of defects. In his absence an agent shall carry out this task;
- In the event of a defect, the Client shall monitor the exact symptoms thereof, as well as the exact system environment and hardware environment and report the defect to layline.io GmbH whereby information that is useful for the elimination of defects such as the number of affected users, a description of the system environment and hardware environment, simultaneously loaded software of a third party and documents - if applicable - is to be supplied. The Client shall use the forms provided by layline.io GmbH if available to make this report;
- The Client shall make the discovered defects available to layline.io GmbH on a suitable data carrier;
- The Client shall support layline.io GmbH to the best of his ability in the search for the cause of the defect and shall encourage his employees to work with layline.io GmbH' duly assigned agent as appropriate;
- The Client shall give layline.io GmbH' employees assigned to provide the software services access to the computers on which the rented programs are stored and/or loaded;
- The Client shall load the programs and program parts (patchs, bugfixes) provided by layline.io GmbH in accordance with the instructions given by layline.io GmbH and always observe suggestions made by layline.io GmbH in regard to the search for defects and the elimination of defects;
- The Client shall save all data used or gained in connection with the service's programs in a machine-readable form as a security back-up, which will enable a reconstruction of lost data with reasonable effort;
- The Client shall maintain a test system that reflects the operational system used by the Client as closely as possible and shall report any changes to the operational system without delay. In the event of such a change, the test system is to be updated accordingly. The Client shall initially install all newly delivered software and test it on the test system to determine if errors occur.

59.2. The duties to cooperate listed above shall be deemed to be essential contractual obligations. If the Client breaches his duties to cooperate, layline.io GmbH shall not be obligated to provide its services. If the breach of contract repeatedly occurs or is grave, layline.io GmbH has the

right to terminate the rental agreement. The contractual relationship shall end at the end of the following month.

60. Rights of Use

60.1. The rights of use shall be granted in accordance Section A, Part II of layline.io GmbH' terms and conditions.

61. Prices and Payment Terms

61.1. The rental fees for the software shall be calculated in accordance with the respective pricelist current upon conclusion of the agreement.

61.2. Upon initial provision of the software, the rental fees for two rental periods shall be payable in advance upon receipt of the order by layline.io GmbH.

61.3. The payment of the respective following rental period shall also be payable before the next rental period commences.

61.4. The payment is considered received as soon as it is available to layline.io GmbH. The Client has the right to reduce the fees if he has asserted warranted defects to the software, has proven the existence of these defects in a reproducible form, and has asserted the right of reduction of the rental fees. layline.io GmbH must not accept a defect that is caused by the processing of the software by the Client or a third party.

61.5. layline.io GmbH has the right to increase the rental fees twelve months after conclusion of the agreement by written notice three months prior to the end of a month, if and sofar as, the costs for the maintenance of the software have increased. The Client has the right to terminate the rental agreement within a time period of six weeks upon receipt of the notice of the increase of the rental fees. If layline.io GmbH' maintenance costs are reduced, the Client has the right to request the respspective reductions of the rental fees upon expiration of the time period specified in phase 1.

62. Warranty

62.1. layline.io GmbH is obligated to eliminate defects to the provided software including the documentation.

62.2. The defects shall be eliminated by layline.io GmbH through the delivery of a replacement, or by repair at layline.io GmbH' choice.

62.3. The Client's right to terminate the agreement in accordance with § 543 BGB (Civil Code of the Federal Republic of Germany) because the contractually agreed upon use of the software has not been provided shall only be permissible if layline.io GmbH has been given sufficient opportunity to eliminate the defect, and these attempts fail. The attempts to remedy the defects shall be deemed to have failed, if layline.io GmbH has refused to eliminate the defects, if layline.io GmbH has unreasonably delayed the elimination thereof, if there are substantial doubts that the attempts will be successful, or if there are other grounds for the unacceptability. The termination of the agreement or the assertions of damages claims is not permissible if the defects are minor and not essential. The Client's rights to reduce the rental fees shall not be affected thereby.

62.4. The Client's warranty rights are precluded if the Client has altered the software, or let others alter the software without layline.io GmbH' consent. This shall not apply if the Client can prove that these changes have no detrimental effect on layline.io GmbH' analysis and elimination of the defect. The rights of the Client shall

remain unaffected, if the Client has the right to alter the software, particularly in the course of the assertion of the right of self-redress in accordance with § 536 a II BGB, and if the changes are carried out professionally and are comprehensibly documented.

62.5. layline.io GmbH has the right to determine at its own equitable discretion, whether the services for the prgramm shall be provided by the delivery of a new release (including updates and upgrades of the serviced program), through the assignment of a third party, or by giving instructions to the Client's personnel to implement program changes or changes to the program parameters. The Client can repudiate the provision of the services in form of updates or upgrades, if these do not have the same compatibility and functionality as the program being replaced. This shall also apply if the conversion to the offered defect-free version will be unreasonably expensive for the Client.

63. Limitation of Liability

63.1. layline.io GmbH' no-fault liability in accordance with § 536 a I, 1. alternative BGB in regard to defects that exist upon conclusion of the agreement is precluded, if layline.io GmbH has only acted negligently.

63.2. In regard to the loss of data, layline.io GmbH shall only be liable for negligently caused damages that would have incurred in the course of a proper and regular security back up by the Client, which is reasonable in regard to the importance of the data; this limitation shall not apply if the security back up was obstructed or impossible for reasons for which layline.io GmbH is responsible. The aforesaid stipluations shall analogously apply to layline.io GmbH' liability for the compensation of futile expenditures.

63.3. The liability in accordance with the Product Liability Act of the Federal Republic of Germany shall remain unaffected.

63.4. Furthermore, the regulations of Part A, Section 6 shall apply.

64. Term of the Agreement, Termination of the Rental Agreement

64.1. The term of the rental agreement is regulated in section 58.2 of this agreement.

64.2. The Client's right to terminate the agreement according to sections 58.3 and 61.5 shall remain unaffected.

64.3. The right of each Party to declare termination for cause without notice shall remain unaffected.

65. Returns

65.1. Upon termination of the contractual relationship the Client is obligated to finally and completely delete created copies of the program provided by layline.io GmbH.

65.2. The Client is obligated to arrange for the back up of data. layline.io GmbH shall support the Client in the provision of a solution through which the Client's compiled and processed data shall be readable upon termination of the agreement. layline.io GmbH shall provide the Client with an appropriate system upon conclusion of a separate agreement.

65.3. Any type of use of the software, including duplication thereof, is not allowed upon termination of the contractual relationship.

Part F: Open-Source Elements of the Software

66. Open-Source Components

Elements of the software that are respectively subject to an Open Source license are listed as follows:

66.1. Software used under the Apache 2.0 license (http://www.apache.org/licenses/LICENSE-2.0.html)
- **aalto-xml (https://github.com/FasterXML/aalto-xml/blob/master/LICENSE)**
- **apache-pekko and related apache-pekko modules (https://pekko.apache.org)**
- **aws-java-sdk-s3 (https://github.com/aws/aws-sdk-java-v2)**
- **apache-pekko (https://github.com/apache/incubator-pekko)**
- **apache-commons components (https://commons.apache.org)**
- **kafka-clients (https://mvnrepository.com/artifact/org.apache.kafka/kafka-clients/2.1.0)**
- **jackson-core (https://github.com/FasterXML/jackson-core/blob/master/LICENSE)**
- **jackson-datatype-jsr310 (https://github.com/FasterXML/jackson-core/blob/master/LICENSE)**
- **jackson-module-jsonSchema (https://github.com/FasterXML/jackson-modules-java8/blob/master/LICENSE)**
- **json-path (https://github.com/json-path/JsonPath/blob/master/LICENSE)**
- **jjwt (https://github.com/jwtk/njwt/blob/master/LICENSE)**
- **metrics-core (https://metrics.dropwizard.io/3.1.0/)**
- **mongo-scala-driver (https://index.scala-lang.org/mongodb/mongo-scala-driver/mongo-scala-driver/2.7.0)**
- **mongo-scala-bson (https://index.scala-lang.org/mongodb/mongo-scala-driver/mongo-scala-bson/2.8.0?target=_2.13)**
- **quartz-scheduler (https://github.com/quartz-scheduler)**
- **RxJava (https://github.com/ReactiveX/RxJava/blob/3.x/LICENSE)**
- **log4j (https://logging.apache.org)**
- **scala-java8-compat (https://mvnrepository.com/artifact/org.scala-lang.modules/scala-java8-compat_2.13/0.9.0)**
- **simpleclient_* (prometheus) (https://github.com/prometheus/client_java)**
- **sshj (https://github.com/hierynomus/sshj)**
- **tika-core (https://tika.apache.org)**
- **tika-parsers (https://tika.apache.org/0.7/parser.html)**
- **typesafe, up to where it is still under Apache 2.0 license (https://www.lightbend.com/legal/licenses)**
- **xmlschema-core (http://ws.apache.org/xmlschema/license.html)**

Apache License

Version 2.0, January 2004

http://www.apache.org/licenses/

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1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

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"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

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- **regex used in libgit2
(https://github.com/libgit2/libgit2/tree/master/deps/regex)**

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Version 2.1, February 1999

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For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

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Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting

the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.
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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

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   b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
   c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
   d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

   (For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

   a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
   b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
   c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
   d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
   e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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