General Terms and Conditions of ginstr GmbH (GTC)

1. **Scope of Application, Definition of Terms**
   a. These GTCs apply to all contracts concluded between ginstr GmbH, Stendaler Str. 26, 12627 Berlin, entered in the Commercial Register of the Berlin-Charlottenburg Local Court under HRB 154935 B (hereinafter referred to as "ginstr") and its contractual partner (hereinafter referred to as "Customer"), in particular for the use of software products and the use of services provided by ginstr.
   b. The product and service offering of ginstr is solely aimed at enterprises.
   c. Contracts are concluded solely on the basis of the following conditions. The Customer agrees to these conditions, even if they conflict in part or in full with their own General Terms and Conditions.

2. **Contract Conclusion, Trial Month, Contract Termination**
   a. A contract with ginstr shall only be deemed concluded after confirmation by ginstr in text form, which may be provided within seven working days from the date of the offer, at the latest however upon provision of the service by ginstr.
   b. ginstr offers its Customers a free trial period of one month for ginstr products from the app store. The Customer may terminate the contract within this month at any time. If the Customer fails to terminate the contract at the latest three days before the end of the trial month, a contract term of 24 months shall commence, unless otherwise agreed. If the Customer has an application custom made or modified, the trial period does not apply.
   c. Termination of or withdrawal from a contract must be effected in writing or by fax to have legal force.

3. **Scope of Services**
   a. ginstr provides the following services – depending on the scope of the contract:
      (1) ginstr app:
          Ginstr offers many complete and immediately usable applications in its app store.
      (2) ginstr custom app
          Upon request by the Customer, ginstr shall create an application or modify an existing application for the Customer in accordance with the Customer's requests.
      (3) ginstr web
          Ginstr web is a management software enabling the reading, processing and saving of data in the ginstr cloud online in real-time.
      (4) ginstr cloud
          The ginstr cloud collects the data from the ginstr apps and saves them on secure servers in Germany. This cloud service makes it possible for Customers to access their data from anywhere in the world with a web browser.
      (5) ginstr customer server installation
          Remote installation of the ginstr application by a ginstr expert on a server provided by the Customer.
      (6) ginstr redundant customer server installation
          Remote installation of the ginstr application by ginstr experts on two servers provided by the Customer behind two load balancers provided by

the Customer.
- (7) Installing a ICINGA server monitoring system
Installation of more than 50 checks on ginstr's own ICINGA instances to monitor the functionality of the Customer's server for the ginstr application on all levels: Hardware, operating system components, application, queues, etc.
- (8) Operating the ICINGA server monitoring system
The functionality of the Customer's own ginstr server is monitored in various ways on all levels from a computer centre operated by ginstr or by third parties on behalf of ginstr: Hardware, operating system components, application, queues, etc. The automatic function test is performed every 30 seconds to every 10 minutes depending on the parameter to be monitored. The responsible employee of the Customer will be automatically informed by e-mail of any disruptions.
- (9) ginstr customer server maintenance
Ongoing remote updates of the ginstr software several weeks prior to the successful deployment of the software on ginstr's own servers.

b. In order to use the ginstr app and the ginstr custom app, the Customer requires the ginstr launcher, which can be obtained free of charge via Google Play. The Customer has no guarantee that the ginstr launcher will be permanently supported or that the ginstr launcher or individual functions will be permanently available, irrespective of whether the Customer has contributed to the development of a ginstr custom app. Any right of the Customer to be able to use a ginstr app or ginstr custom app during an ongoing usage contract in accordance with the contract is unaffected.

c. ginstr is not responsible for the transport or further processing of data. Third parties are involved in the transport process (e.g. mobile phone providers, access providers). ginstr accepts no liability for this means of transport.

d. ginstr grants the user a non-exclusive right, limited in place to the user's computer workstation or the mobile device with which the Customer uses the service, and in time to the term of this contract, to the online use of the software, including all necessary reproductions on the terminal. To the extent that software is installed on the Customer's hardware for the services mentioned under 3. a. (6) to (10), ginstr shall grant the Customer the non-exclusive right, limited in terms of space to the hardware provided by the Customer for that purpose, to use the software, including all necessary copies, and the right to access the software containing the applications specified under 3. a. (1) to (3) in the scope required for usage in accordance with contract. The right shall be granted permanently in the cases specified under 3. a. (5), (6), (7) and (9) and in all other cases shall be limited in time to the term of this contract. The time limitation for the use of the services specified under 3 a. (1) to (4) and (8) shall also remain unaffected when using an own server, meaning that the licence for these services also ends upon expiry of the term of contract if the own server continues to operate. The right of use is not transferable and cannot be sublicensed. The Customer is not entitled to decompile ginstr software products. For apps that other customers create with the tool "ginstr business app maker", the regulations under 9 apply.

e. To the extent that the Customer makes contributions to the development of a ginstr custom app, for example contributing to the requirements for the app or offering ideas for the design, the Customer permanently transfers to ginstr a

simple usage right to these contributions. In particular, ginstr is entitled to use the contributions and ideas in other apps and to offer the ginstr custom app to other customers, for instance via Google Play. The previous sentences also apply to services that lead to copyright works.

f. To the extent that services are rendered using servers provided by ginstr, ginstr is not obliged to keep its services available on its own server, but can use third parties to this end.

4. Compensation for Use

a. The compensation for use is based on the number of users that use the ginstr app. The compensation is shown individually in the app store.

b. A lump-sum compensation shall be paid for the services specified under 3. a. (5) and (6), a lump-sum compensation for each server is due for the services specified under 3. a. (7) and, for services specified under 3. a. (8) and (9), a monthly salary is due for each server. The individual prices are calculated on the basis of the product information provided by ginstr. In all events, when using an own server, the monthly amount of compensation specified under a. above must be paid in addition for the use of the services specified under a), for example when using the ginstr app on the Customer's own ginstr custom server.

c. If ginstr has created a new application at the request of the Customer or modified an existing application for the Customer's company (ginstr custom app), ginstr shall, unless agreed to otherwise with the Customer, not charge payment for same if the Customer undertakes to pay a minimum monthly payment of EUR 349.00, which shall be charged to the compensation for use so that any payment in excess thereof is only payable if the compensation for use exceeds this amount.

d. If the Customer defaults on its compensations for use for a quarter, ginstr shall be entitled to suspend its own services 31 days after the due date of the quarterly payment; in particular, ginstr shall be entitled to block access. This suspension of services shall, among others, result in no data collection and processing taking place by ginstr during the relevant period, which can also not be caught up later after remedy of the default. The Customer shall bear the costs incurred in the blocking and release in the amount of EUR 14.00 per mobile end device for reinstatement. Furthermore, ginstr is entitled to charge a processing fee of EUR 3.00 per warning. ginstr shall again separately mention these consequences of default in its first warning. The Customer bears the burden of proof that the losses incurred due to the default did not arise or were significantly lower than the flat rates.

e. Offsetting against ginstr claims arising from this contract is only possible in the case of claims that are uncontested or legally determined. The Customer may enforce a right of retention as per Section 273 BGB [German Civil Code] only on the grounds of such claims.

f. All prices listed by ginstr are net prices and exclude the respectively applicable statutory VAT.

5. Data Storage and Deletion

ginstr shall store the data transmitted as part of the contract processing and entered during the use of the app for the duration of the agreed contract term, unless the Customer requests the data to be deleted prior to the end of the agreed contract term. ginstr shall delete all the available data three months

after termination of the contract. ginstr points out that all data, which the Customer would like to continue using should be exported by this time. ginstr shall not make a separate request.

6. **Liability**
   a. ginstr's liability is excluded unless otherwise agreed below.
   b. Exclusion from liability in accordance with point a. does not apply to damage caused by the culpable breach of a cardinal contractual obligation in a way which could jeopardise the fulfilment of the contractual purpose. Cardinal contractual obligations are such as allow the proper performance of the contract at all and on compliance with which the contractual partner regularly depends and may depend. Liability is however limited to damage which is typical for the contract and that each contractual party ought to have foreseen due to circumstances known to them at the time.
   c. Exclusion from liability in accordance with point a. will not apply in the case of damage arising from loss of life, physical injury or damage to health which is due to a negligent breach of an obligation by ginstr or its legal representatives or subcontractors.
   d. Exclusion from liability in accordance with point a. will not apply in the event of damage which is due to a wilful or grossly negligent breach of an obligation by ginstr or its legal representatives or subcontractors.
   e. Exclusion from liability in accordance with point a. will not apply to claims arising from the German Product Liability Act (Produkthaftungsgesetz).
   f. Where ginstr's liability is excluded or limited, the same applies to the liability of ginstr's legal representatives, employees and subcontractors.

7. **Guarantees with respect to ginstr's Services, Availability, Execution, Browser**
   a. If the Customer makes use of services on ginstr servers – i.e. in cases of services as per 3. a. (3), (4), (8) und (9), ginstr endeavours to guarantee the maximum possible availability of its services. The obligation will be deemed to be performed if the use of the services is available to the user 98% of the time on a monthly average (30 days). ginstr is entitled to carry out maintenance work and servicing activities regularly in order to maintain availability. ginstr may temporarily interrupt the operation of the servers for this purpose, at most for 24 hours, without this constituting a service disruption. Where possible, ginstr will inform the Customer of this in advance. In the event of technical or other problems that are beyond ginstr's control, but in the domain of third parties, in particular that of the respective mobile phone or satellite provider (force majeure, third-party fault, failure of the mobile phone network, failure in satellite transmission, etc.), the Customer can request ginstr to take measures (determining the party responsible, putting in place contingency measures, etc) to ensure that operation resumes quickly. The Customer will pay ginstr for this in the form of a lump sum of EUR 180.00 in each case. The Customer bears the burden of proof that the costs were not incurred at all or were significantly lower than the flat rates.
   b. With respect to the use of the software, compensation, regardless of fault, for defects that already existed when the contract was signed (Section 536a of BGB) is excluded.
   c. ginstr should be informed of defects and disruptions in the availability of services immediately, but no later than within two weeks of them being discovered. ginstr shall not accept liability if the services are not used for the

period in which the Customer has not informed ginstr of a disruption, despite having knowledge of the disruption and being responsible for same.

d. The ginstr applications are compatible with the latest versions of the customary browsers and operating systems; for mobile devices, however, only with the Android operating system. Special compatibility requirements, e.g. functioning in a specific software environment or the functioning of ginstr applications with Internet browsers and operating systems which do not correspond to the latest state-of-the-art, are – unless expressly agreed to otherwise – not owed by ginstr and the Customer may not notify corresponding deviations as defects.

e. In the event that software is provided to the Customer on a permanent basis for the use of the services under 3. a. (5), (6) and (7), the following shall apply:

(1) The Customer must inspect the software after installation. Obvious defects must be reported in writing within 14 calendar days of the Customer being notified that installation has been completed. The Customer shall report any hidden defects within 14 calendar days of discovering said defect. The Customer must provide evidence of the date of discovery of such in case of dispute. If the Customer fails to observe his/her duty to report such defects, he/she shall not be entitled to any warranty claims with regard to the defect concerned.

(2) If the Customer requests supplementary performance, ginstr may either remedy the defect or replace it with software that is free of defects at its own discretion. If any third parties have rights to the software, ginstr shall be entitled at its own discretion to obtain the necessary third-party rights, to alter the software to the extent that no third-party rights are breached, or to supply a new version of the same quality that does not breach third-party rights. If ginstr chooses to replace the software, it will provide the Customer with a defect-free replacement within 14 calendar days. If both types of supplementary performance entail disproportionate costs, ginstr may refuse supplementary performance without prejudice to Section 275 BGB [German Civil Code] (impossibility of supplementary performance). If supplementary performance fails, the Customer shall reserve the right to reduce the price or to withdraw from the contract at his/her own discretion; claims for damages - for which the limitation of liability under Section 6 of these General Terms and Conditions of Business applies - shall remain unaffected in the event that supplementary performance fails.

(3) Warranty claims for material defects are time barred one year after delivery of the item.

(4) If the inspection carried out by ginstr shows that there was no defect and that the request for supplementary performance was, as such, unjustified, the Customer shall be obligated to pay ginstr a lump sum of € 40 to compensate for the expense incurred by the inspection. The Customer shall be at liberty to provide evidence that the expense incurred by the inspection was not incurred at all or was lower. This lump-sum compensation shall not apply for remuneration claims asserted by ginstr for services commissioned by the Customer which were not due to a defect.

f. The products delivered and services provided by ginstr are only under guarantee if this has been expressly agreed.

8. **Obligations of the Customer, Blocking of Services or Deliveries, Release of ginstr by the Customer**

   a. The Customer guarantees that the address data it has given is complete and correct. The Customer shall inform ginstr without delay of any change in the data it stores with ginstr.

   b. The Customer must ensure that third-party rights are not breached by the use of ginstr's services. This applies in particular to personality rights, copyrights, copyright-related rights, industrial property rights and competition laws.

   c. It is the Customer's responsibility to ensure that only such data or data volumes are transmitted or displayed as are permitted by law.

   d. If the Customer makes use of the opportunities offered by ginstr to save data on ginstr storage media, the following supplementary provisions apply:

      (1) The Customer grants ginstr the non-exclusive, non-transferable right, limited in place to the location of the server used and in time to the term of this contract, to make unlimited copies of any data and contents protected by copyright stored on the server within the scope of the performance of the contractual obligations. In particular, ginstr may make backup copies within the limits of what is necessary.

      (2) ginstr accepts no responsibility for contents supplied by the Customer. ginstr is under no obligation to check the legality of data and contents transmitted by the Customer. If the contents stored by the Customer in the contractual storage place are in breach of the law, ginstr will be entitled to delete such contents immediately.

   e. If the Customer uses its own servers for services specified under 3. a. (5) to (9), he/she must provide an Internet connection for the remote-access activation. When using these services, the ginstr apps stored there shall also send an enquiry via the Internet 32 days after the due date of the compensation owed for the respective service to check that payment of the usage fee due in advance per quarter has been paid. On the respective days, an Internet connection is required for this enquiry. If the enquiry cannot be sent or if it is refused by ginstr, the software installed on the Customer's server shall no longer be available for use. An amount of € 499 (activation lump-sum) shall be charged to the Customer per server for the reactivation of this software, unless the Customer is not responsible for the interruption of the connection. The Customer shall be at liberty to prove that either no damage was incurred by ginstr at all or that the damage incurred was considerably lower than the amount of the activation lump-sum.

   f. If the Customer breaches its obligations arising from this contract, particularly those arising from these GTCs, or breaches legal obligations in connection with them, ginstr may suspend its own services and block access if a warning setting a reasonable deadline goes unheeded. A block instituted due to the Customer's conduct does not release the Customer from its duty of paying the contractually agreed fees to ginstr. If a claim is asserted against ginstr due to the Customer's culpable violation of the provisions set out under points 8. b., c., d. and/or e. by third parties, in particular due to the breach of intellectual property rights or the personality rights of third parties, which are saved on ginstr storage media, the Customer shall release ginstr from the third-party claims and shall reimburse ginstr the costs of appropriate legal defence and prosecution. In this case, the Customer shall provide ginstr with all the information required for the legal defence and shall also assist ginstr in all other respects in the legal defence.

9. Customer products apps/rights of use/release (ginstr business app maker)

a. ginstr can make it possible for the Customer to generate apps itself according to its wishes with the tool "ginstr business app maker", that it will use itself and at the same time can make available to other users as open source software. It can insert any amount of content, in particular texts and images. The Customer grants ginstr and any other third party a simple, irrevocable, temporally and geographically unlimited right of usage to the app and the contents inserted. This includes the right to copy and distribute the app as well as the right to modify or to change the app or to use it as a template for the creation of another app.

b. ginstr can make the app publicly accessible in an app store to third parties, in particular to its customers, and to make it available free-of-charge.
ginstr is not obligated to release the app for usage by third parties, but may itself only use the app with a release also for third parties.
If the use of cloud-based services from ginstr is required for the use of the app, ginstr is entitled to demand payment for the use of these services according to the regulations of this GTC, however not for the use of the app as such. Further, ginstr is entitled to offer customers modifications of an app created by another customer and to demand payment for the associated services provided, however not for the licensing of the app as such.

c. The Customer is entitled to delete an app it has created as long as it has not yet been released for usage to other users and has not yet been used as a template for a modified app. Whether the option of deletion exists is recognisable for the Customer in the app.

d. The Customer can provide a notice about copyright in the app and in connection with the files uploaded. If he does not do this, he waives the right of being named as the creator. If the works of third parties are included, their name is to be stated. The Customer is responsible for an appropriate naming of third parties.

e. The Customer guarantees that it is entitled to and in the position of transferring the rights in the scope regulated in this clause. The Customer in particular is to make sure that the rights of third parties are not infringed upon according to the regulations in 8.b. and 9.d. Should any claims be asserted against ginstr due to the infringement of the rights of third parties, the Customer releases ginstr from these claims according to the regulation in 8.f.

10. Data Protection

a. ginstr may process and store the data relating to the respective contracts where this is necessary for the performance and processing of the contracts, and if ginstr is obliged by law to keep such data.

b. ginstr reserves the right to transmit the personal data of Customers to information bureaus insofar as this is required for the purposes of a credit check, and provided that the Customer has expressly agreed to this in each case.

c. ginstr is entitled to process and use the existing data of its Customers where this is necessary in the interest of advising Customers, advertising and market research for its own purposes, and tailoring its services to requirements. In doing so, ginstr shall observe the Customer's interests

worth protecting. The following shall apply additionally for advertising via e-mail: ginstr may use the email address provided by the Customer for directly advertising its own products similar to the product procured by the Customer. The Customer may object to any use of its data in accordance with point 9. c. at any time. ginstr will provide the Customer at any time upon request full information on the stored data free of charge, if the Customer is the subject of such data.

d. ginstr provides further details regarding data processing related to an order via its webpage www.ginstr.com in its Data Protection Notice.

11. Exclusive Commercial Use

The applications are intended solely for commercial use. The Customer therefore undertakes neither to use these products itself for private purposes nor to make them available to third parties for their private use for a fee or free of charge. The Customer also undertakes not to provide these products to employees or private third parties for use unless it ensures that the modules are only used commercially. If the Customer breaches these obligations and is responsible for the breach, the Customer will be obligated to compensate ginstr for any damage incurred as a result.

12. Changes to GTCs

ginstr is entitled to change the General Terms and Conditions, provided it expressly notifies the Customer in writing at least six weeks in advance of the change taking effect. The Customer may object to the change within four weeks of receipt of notification; otherwise the change will be considered approved. ginstr must expressly draw attention to this in the notification.

13. Final Provisions

a. All changes, amendments or the full or partial cancellation of the contract must be made in writing, including any change to or cancellation of the requirement for written form.

b. The law of the Federal Republic of Germany applies to the contracts entered into by ginstr on the basis of these General Terms and Conditions and for any subsequent claims arising from them, whatever their nature, excluding the United Nations Convention on Contracts for the International Sale of Goods.

c. The place of performance and sole place of jurisdiction for all disputes arising from contracts subject to these GTCs is Berlin-Charlottenburg, provided the Customer is a merchant within the meaning of the German Commercial Code, a legal person or special fund under public law. In all other cases, ginstr or the Customer may bring a claim before the relevant court on the basis of the legal provisions.