

General Conditions of Contract

PRECIRE Technologies GmbH

SaaS Services

1. Scope of Application of the GCC

1.1 PRECIRE TECHNOLOGIES does not render any services to consumers within the meaning of Sec. 13 BGB (German Civil Code).

2. Order and Provision of the Service

2.1 By placing an online order or completing, signing and sending an order form, the customer submits a binding offer to PRECIRE TECHNOLOGIES for the service described in the order form. The date of the customer's signature or, if an online form has been completed, the date of the completion of the online ordering process, shall be deemed the relevant date for the submission of the offer.

2.2 PRECIRE TECHNOLOGIES accepts the customer's offer by sending an order confirmation. The confirmation takes place electronically, e.g., by e-mail. The acceptance date is the date of dispatch of the confirmation.

2.3 As soon as the order confirmation has been issued, the customer receives access to the SaaS services of PRECIRE TECHNOLOGIES, unless another date has been agreed online, in the order form or in an individual contract. Granted access may only be used by those customers to whom access has been assigned. The customer must ensure that the access data is protected from third party access.

2.4 PRECIRE TECHNOLOGIES provides the SaaS services according to the best possible principles. PRECIRE TECHNOLOGIES takes all reasonable measures to ensure that the use of the SaaS services is as free from interruptions as possible. PRECIRE TECHNOLOGIES cannot guarantee constant and complete availability of the SaaS services due to technical complexity and dependence on third-party systems. The goal is an annual average availability of at least 99.1%, excluding maintenance work. PRECIRE TECHNOLOGIES will inform the customer about maintenance work in advance as far as possible.

2.5 No promise of availability shall apply to the use of demo versions, free trials, freemiums or the like, as well as for other free uses.

2.6 Suitable hardware and software as well as sufficiently fast access to the internet are required to use the SaaS services.

3. Fees and Terms of Payment, Offsets and Retention

3.1 The customer pays PRECIRE TECHNOLOGIES the fees specified online, in the respective order form or in the individual contract.

3.2 Fees are due at the time access is granted, either according to the online conditions, the agreement in the order form or according to the individual contract. Fees are charged one year in advance if no provision is made for contracts with a fixed or minimum term.

3.3 For the use of the PRECIRE-API, PRECIRE TECHNOLOGIES charges a quantity-based fee in accordance with the conditions stated online, in the order form or in the individual contract ("pay-per-use"). In addition to the quantity-based usage fee, PRECIRE TECHNOLOGIES charges a basic fee for the use of the API depending on the desired processing capacity. The fees both for pay-per-use and for the desired processing capacity are invoiced monthly in arrears. PRECIRE shall store the detailed list of the units or requests used in a month for the purposes of proof of performance for a period of 90 days after the end of the month in question.

3.4 Remuneration for services rendered by persons (e.g., consulting or development services) shall be calculated on a time and material basis at the daily rates specified in the respective order form or individual contract. The customer may request proof of the activities performed by PRECIRE TECHNOLOGIES. The remuneration will be invoiced after the service has been rendered.

3.5 Invoices shall be issued in EURO plus statutory VAT and any incidental costs incurred. All invoices are due within 30 days of the invoice date, unless otherwise agreed in the order form or individual contract. If payment is not made by the due date, the customer shall be in default.

Invoices are issued and sent electronically by PRECIRE TECHNOLOGIES. If the customer requests paper invoices, PRECIRE TECHNOLOGIES will charge a flat rate of €5 (five euros) for each invoice issued.

3.6 PRECIRE TECHNOLOGIES may, at its own discretion, request payment in advance or the granting of a direct debit authorization before rendering services. In the event of the recognizable or actual economic inability of the customer to fulfil its obligations towards PRECIRE TECHNOLOGIES, PRECIRE TECHNOLOGIES may terminate existing exchange contracts with the customer without notice by rescinding the contract or by ending continuing obligations by giving notice of termination. This shall also apply in the event of a customer filing an application for insolvency. Sec. 321 BGB (German Civil Code) and 112 InsO (German Insolvency Code) remain unaffected. In any case, the customer shall inform PRECIRE TECHNOLOGIES in writing at an early stage of any imminent insolvency.

3.7 PRECIRE TECHNOLOGIES reserves the right to increase the fees/prices for SaaS services at the beginning of a new contract period. PRECIRE TECHNOLOGIES shall inform the customer of this increase at least one month before the end of the current period. If the increase is greater than 10%, the customer shall be entitled to an extraordinary right of termination.

3.8 The customer may only offset or withhold payments due to defects insofar as he is actually entitled to payment claims due to material defects or defects of title of the service. In the event of other claims for defects, the customer may withhold payments only to a proportionate extent taking the defect into account. The customer has no right of retention if his claim for defects has become statute-barred. In all other respects, the customer may only offset or exercise a retention right in the case of undisputed or legally established claims.

3.9 The customer may assign his claims against PRECIRE TECHNOLOGIES only after written approval by PRECIRE TECHNOLOGIES.

4. Performance Date, Disruptions In the Provision of Services

4.1 Fixed performance dates shall be agreed upon exclusively in documented form. The agreement of a fixed performance date is subject to the proviso that PRECIRE TECHNOLOGIES receives the services of its respective sub-suppliers on time and in accordance with the contract.

4.2 If a cause for which PRECIRE TECHNOLOGIES is not responsible (including strike, lockout, natural catastrophes) impairs compliance with deadlines and there is a resulting disruption, the deadlines shall be postponed by the duration of the disruption, including an appropriate restart phase, where applicable. Each party shall immediately inform the other party of the causes of any disruption occurring in its area and of the duration of the anticipated postponement.

4.3 If expenses increase due to a disruption for which the customer is responsible, PRECIRE TECHNOLOGIES may demand payment of the additional expenses.

4.4 If PRECIRE TECHNOLOGIES is in default with the provision of services, the customer's damages and reimbursement of expenses due to the default shall be limited to 0.5% of the price for the portion of the contractual service which cannot be used due to the default for each completed week of the default. Liability for default is limited to a maximum of 5% of the total remuneration for all contractual services affected by the default. In the case of continuing obligations, this limitation refers to the services concerned for the full calendar year. The above does not apply if a delay is due to gross negligence or intent on the part of the supplier.

4.5 PRECIRE TECHNOLOGIES is entitled to discontinue the performance of its services and to block corresponding access if the customer is in default of payment. The customer's obligation to pay shall also continue to apply for the blocked period.

5. Scope of Use

5.1 The customer may use the SaaS services on a non-exclusive basis and only within the scope of his own commercial activity and may not transfer this right of use to third parties. Any further use of the services or transfer to third parties is only permitted if a corresponding individual contract (e.g., cooperation agreement) exists between PRECIRE TECHNOLOGIES and the customer. The customer is prohibited from using test and demo accesses provided by PRECIRE Technologies (e.g., to the API) industrially or commercially.

5.2 Should PRECIRE TECHNOLOGIES have reasonable grounds to suspect that the use of the SaaS services is being abused by the customer, PRECIRE Technologies may temporarily or permanently suspend services to this customer and block customer access. In particular, misuse is the unlawful dialing of emergency numbers or other telephone numbers of third parties, spamming, the processing of data without authorization, any attempt to disrupt the services outside the normal business use and any other attempt to compromise the service. Section 4.5 shall apply accordingly.

5.3 The customer is obligated to compensate PRECIRE TECHNOLOGIES for damages and associated accompanying expenses in the event of misuse and to indemnify PRECIRE TECHNOLOGIES against claims of third parties based thereon.

6. Updates, Suspension of Services

6.1 PRECIRE TECHNOLOGIES reserves the right to update the technology provided if necessary (e.g., if analysis is improved due to new sources of knowledge). However, PRECIRE TECHNOLOGIES is not obligated to perform any updates. PRECIRE TECHNOLOGIES shall inform the customer at its own discretion in the event of any substantial changes.

6.2 If PRECIRE TECHNOLOGIES intends to no longer offer individual or all of its products and services in the future, PRECIRE TECHNOLOGIES shall notify the customer of this in writing as soon as possible, but at least 3 (three) months prior to the planned date of suspension. Excluded from this are modifications and updates within the meaning of Section 6.1. If the customer is no longer interested in cooperating with PRECIRE TECHNOLOGIES due to the suspension of services, he has a special right of termination within 4 weeks after notification of the suspension.

6.3 PRECIRE TECHNOLOGIES supports only the latest versions of the Chrome, Firefox and Edge browsers based on a current Microsoft Windows (Client and Server) and a current MS Office/Exchange installation.

6.4 PRECIRE TECHNOLOGIES may use the assistance of third parties to provide updates or to ensure the basic technical availability of services.

7. Location, Support, Faults and Malfunctions

7.1 The SaaS services are provided using a data center located in the European Union (<https://azure.microsoft.com/en-us/global-infrastructure/locations/>). PRECIRE TECHNOLOGIES reserves the right to use a data center at another GDPR-compliant location after giving reasonable advance notice. Locations outside the European Union may be used for the use of the interview API.

7.2 PRECIRE TECHNOLOGIES rectifies malfunctions and faults after notification. The customer shall assign a responsible contact person for PRECIRE TECHNOLOGIES who is entitled to report to PRECIRE TECHNOLOGIES and to whom support services and information are provided. Unless otherwise agreed, communication takes place between the contact person and PRECIRE TECHNOLOGIES. The contact person must immediately implement all decisions relating to the execution of the contract. The decisions shall be documented in a binding manner.

7.3 First level support is independently provided by the customer for his organization through the contact person or other qualified employees.

7.4 In all other respects, customer support shall provide the following:

- Access to the expert FAQ section of PRECIRE TECHNOLOGIES. Separate activation is required.
 - E-mail inquiries and fault and malfunction messages to support@precire.com.
 - Support and advice on all questions concerning the use of SaaS services after consultation.
- PRECIRE TECHNOLOGIES processes fault and malfunction reports in a priority-based manner depending on the severity of the category. A fault or malfunction exists if the SaaS services do not conform to the service description, including accompanying documentation (<https://precire.ai/documentation>), and/or the use described therein is impaired to a significant extent. Fault or malfunction rectification is also possible by providing avoidance or workaround solutions.
- 7.5** In the case of a defect or malfunction report, the customer must:
- Report the defect or malfunction immediately
 - Provide his contract identification/customer number
 - Write a brief report (description of the defect or malfunction, work steps for triggering, effects, screenshots where appropriate) and provide other useful information.
 - Provide the fault or malfunction category:
Category 1: Usage not possible or only possible with severe restrictions
Category 2: Restricted usage
Category 3: Usability only insignificantly impaired
- 7.6** PRECIRE TECHNOLOGIES is entitled to be reimbursed by the customer for expenses incurred in this respect as far as the malfunction or the defect was caused by influences beyond PRECIRE TECHNOLOGIES' control and this was recognizable by the customer in the course of the customer's own proper troubleshooting.
- 8. Collaboration, Other Duties to Cooperate**
- 8.1** The customer is obliged to support PRECIRE TECHNOLOGIES where necessary and to provide all the pre-requisites necessary for proper order execution within his own company. In particular, the customer will provide the necessary information and, if necessary and required by PRECIRE TECHNOLOGIES, enable remote access to his system. If remote access is not possible for security or other reasons, the affected deadlines shall be extended appropriately and the parties shall agree on a corresponding provision for any further effects. Furthermore, the customer shall ensure that competent personnel are available to support PRECIRE TECHNOLOGIES.
- 8.2** The customer shall independently ensure proper data backup and data loss prevention that is appropriate to the type and significance of the data.
- 8.3** Upon request, the customer shall provide PRECIRE TECHNOLOGIES with reasonable support in examining and asserting claims against third parties in connection with the provision of services. This applies, in particular, to PRECIRE TECHNOLOGIES' recourse claims against sub-suppliers.
- 8.4** The parties are aware that electronic and unencrypted communication (e.g., by e-mail) is associated with potential security risks. When using this type of communication, they will therefore not assert any claims that are based on the absence of encryption, unless this was otherwise agreed in an individual contract.
- 9. Personal Data, Commissioned Data Processing Agreement**
- The customer assures that he shall not process any personal data or special personal data with the SaaS services provided by PRECIRE TECHNOLOGIES. In the case of the processing of personal data, the customer is obliged to conclude a commissioned data processing agreement with PRECIRE TECHNOLOGIES prior to processing in accordance with Article 28 GDPR and to make the necessary declarations. The current version of the CDPA is available per mail- request to support@precire.com. The customer remains the data controller in accordance with data protection regulations.
- 10. Services**
- 10.1** If the customer commissions PRECIRE TECHNOLOGIES to provide services (e.g., consulting, creation of script examples), the subject of all activities shall always be the agreed service. PRECIRE TECHNOLOGIES shall not be obliged to achieve a certain success.
- 10.2** PRECIRE TECHNOLOGIES may provide services through third parties. In this case the liability for vicarious agents according to Sec. 278 BGB applies.
- 11. Liability**
- 11.1** PRECIRE TECHNOLOGIES is liable to the customer for damages caused intentionally or grossly negligently by PRECIRE TECHNOLOGIES, its legal representatives or vicarious agents in accordance with the Product Liability Act as well as for damages resulting from injury to life, body or health for which PRECIRE TECHNOLOGIES, its legal representatives or vicarious agents are responsible.
- 11.2** PRECIRE TECHNOLOGIES shall not be liable for slight negligence unless a material contractual obligation has been breached, the performance of which is essential for the proper execution of the contract or the breach of which puts the achievement of the contractual purpose at risk and the observance of which the customer can regularly rely on.
- 11.3** This liability is limited to contract-typical and foreseeable damage in the case of material damage and financial loss. This also applies to lost profits and missed savings. Liability for other remote consequential damages is excluded. Section 4.4 shall apply regardless of this provision.
- 11.4** Liability for each individual case shall be limited to the contract value, for current remuneration to the amount per contract year, but not less than €50,000. The limitation period shall be one year from the start of the statutory limitation period. At the conclusion of contract, the parties may agree in writing on further liability, usually against additional remuneration. Liability according to Section 11.1 shall remain unaffected.
- 11.5** PRECIRE TECHNOLOGIES' liability for damages and reimbursement of expenses due to slight negligence is supplementary and primarily limited to the percentage of remuneration agreed upon in a specific contract, regardless of the legal grounds. Section 11.1 shall remain unaffected.
- 11.6** PRECIRE TECHNOLOGIES is only liable for damages arising from a guarantee declaration if this has been expressly included in the guarantee. 11.2 applies in the case of slight negligence.
- 11.7** Insofar as the liability of PRECIRE TECHNOLOGIES is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.
- 11.8** For claims for reimbursement of expenses or other liability claims of the customer against PRECIRE TECHNOLOGIES, the provisions of Section 11 shall apply accordingly.
- 12. Contract Term, Termination**
- 12.1** The contract term begins either with the conclusion of an online purchase (e.g., web store, MS Appsource, Azure Marketplace) or with the date specified in the order form or other individual agreement with the customer. Any minimum term or end date of the term is also indicated online or will be confirmed by PRECIRE TECHNOLOGIES by e-mail or noted on the order form. Contracts with a minimum term shall be extended by a further twelve months if they are not terminated in writing by one of the parties with a notice period of three (3) months to the end of the calendar year. The customer can terminate or deactivate API access via the MS-AZURE platform or via precire.ai on his own at any time, whereby the basic flat rate is charged until the end of the current month.
- 12.2** The right of the contracting parties to extraordinary termination remains unaffected. In particular, PRECIRE TECHNOLOGIES has the right to extraordinary termination if the customer is more than thirty calendar days in arrears with payment obligations or if adherence to the contract is unreasonable, e.g., because insolvency proceedings are imminent or have been opened.
- 13. Confidentiality**
- 13.1** The parties are obliged to maintain confidentiality regarding business and company secrets as well as other information designated as confidential which becomes known in connection with the execution of the contract. The disclosure of such information to persons who are not involved in the conclusion, performance or settlement of a contract may only take place with the written consent of the other contracting party. Unless otherwise agreed, this obligation shall also apply beyond the existence of the respective contract.
- 13.2** The parties shall oblige employees and hired third parties to maintain confidentiality in accordance with Section 13.1.
- 14. Miscellaneous**
- 14.1** The General Conditions of Contract together with an online purchase (e.g., MS Appsource, MS-Azure Marketplace), a completed order form and/or individual contract constitute the entire agreement between PRECIRE TECHNOLOGIES and the customer for SaaS services and the associated ancillary services.
- 14.2** German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 14.3** PRECIRE TECHNOLOGIES provides its services on the basis of its General Conditions of Contract (GCC). The GCC or GTC of the customer shall not apply, even if PRECIRE TECHNOLOGIES has not expressly objected to them.
- 14.4** Acceptance of the services by the customer shall be deemed acceptance of the GCC of PRECIRE TECHNOLOGIES and the waiver of its own GCC or GTC.
- 14.5** Other terms and conditions are only binding if PRECIRE TECHNOLOGIES has accepted them in writing: in such a case, the GCC of PRECIRE TECHNOLOGIES shall apply in addition to these terms and conditions.
- 14.6** Amendments or supplements to these GCC must be made in writing. If written form is agreed, simple text form is not sufficient.
- 14.7** The customer shall be notified in an appropriate manner of any changes to the GCC during the term of contracts. These changes are regarded as approved and become effective if the customer does not make use of his ordinary right of termination after notification.
- 14.8** The place of jurisdiction in the case of dealings with a merchant, a legal entity under public law or a public special fund is the registered office of PRECIRE TECHNOLOGIES. PRECIRE TECHNOLOGIES can file suit against customers at this location.

As of: November 2019