Ninox General Terms and Conditions (EULA)

Version: February 2026

Introduction

1. This EULA is the contractual basis between you as customer (hereinafter referred to as "**Customer**" or "**You**") and us, Ninox Software GmbH, Monbijoustraße 5, 10117 Berlin, Germany (hereinafter referred to as "**Ninox**", "**We**" or "**Us**"), as provider of the software Ninox, which is provided as an application and web application (hereinafter "**Software**") and the access to the Software. Subject to future changes according to the provisions of this EULA, the version of the EULA valid at the time of conclusion of contract shall apply.

2. The EULA applies to the entire business relationship between Ninox and You with respect to the use of the Software. General terms and conditions that conflict with or deviate from the provisions of this EULA shall not apply unless Ninox expressly agrees to their application in writing. The present EULA shall also apply exclusively if Ninox without reservation performs the service in knowledge of terms and conditions that conflict with or deviate from the present EULA.

3. Different terms and conditions apply depending on whether You order our Software as a consumer or as an entrepreneur. If You order our Software as a consumer, the relevant terms and conditions are to be taken from the general part (A) in combination with part (B). If You should order our Software as an entrepreneur, the general part (A) in combination with part (C), which contains specific regulations for entrepreneurs, shall apply.

Part (A) – General Provisions

1. Conclusion of the License Agreement and Registration

1. The agreement for the use of the Software between Us and You (the "**License Agreement**") is concluded as follows:

   - Via our website ("**Self Checkout**"): When booking via our website, you submit a binding offer to conclude an agreement on the use of the Software via our website and the process provided there. The License Agreement is concluded upon acceptance of your offer by us or our involved processing partner by means of a confirmation e-mail. The right to reject your offer without giving reasons is explicitly reserved. In addition to the Customer's order data, the confirmation e-mail also contains the invoice and this EULA as (printable) attachments.

   - Via Our Sales Department: If the booking is not made via our website, you submit a binding order to conclude a contract for the use of the Software on the basis of an offer prepared by us; this is done in writing or by email. In this case, the License Agreement is concluded when we confirm this order in writing or by email and confirm the conclusion of the contract to you. In addition to the Customer's order data, the confirmation email also contains the invoice and this EULA as (printable) attachments.

2. The License Agreement is concluded in German and/or English.

3. You are entitled to use certain solutions free of charge for test purposes for an initial period of 30 days ("**Test Period**"). For certain solutions, Ninox also offers a permanently

free basic version ("**Freeware**"). During this Test Period as well as in relation to Freeware, You may stop using the Software at any time. Ninox is entitled to block or restrict the customer account at any time during the Test Period as well as in relation to Freeware without giving reasons. Your right to use the Software free of charge ends automatically at the end of the Test Period/upon termination of use of the Freeware. We are entitled to delete all data entered into the Software after expiry of the Test Period/upon termination of use of the Freeware; it is then no longer possible to restore the data. This does not apply if You enter into a fee-based License Agreement (as defined below) before the end of the Test Period or upgrade the License Agreement in relation to Freeware to a paid License Agreement.

4. In order to use the Software, You must register by providing your email address and agree to this EULA and the Privacy Policy. Upon completion of the registration process, you will receive a confirmation e-mail from us. Upon successful registration, You will receive a Customer account. To register and authenticate your Customer account, You must enter your e-mail address and a password ("**Password**" or "**Access Data**"). If the License Agreement includes further Users (see Clause 2 (1)), this shall apply accordingly to each User.

5. You are obliged to treat your Password confidentially and to take the necessary care to ensure that third parties do not have access to it. You are expressly prohibited from disclosing your Access Data to any third party. You are solely responsible for ensuring that your Access Data is not used unlawfully by third parties. As soon as You suspect that your access data has been lost, stolen or it appears that your Customer account has been used by third parties, You are obliged to inform Us immediately hereof and to change your Password.

6. While using the Software as a web application, the User is in general permanently logged in until the User actively log out by means of logout or the corresponding browser cookies are deleted. You are aware that there is a basic risk that third parties can access your user account and all personal data stored therein, provided that the third parties can access the terminal device You have logged in. You are also aware that a logged-in terminal device may exchange data in the background even without its active use, which may use and possibly affect your data volume. We therefore recommend that you actively log out after the end of any use.

2. Service specification and Rights of use

1. The type and scope of the services available to You can be found at any time in the descriptions on our website and in the Software. The essential service component of the software is the creation, administration and maintenance of databases. Among other things, You can create databases, enter and evaluate data, connect them with other services, automate data processing tasks, export them to other formats and save them on your terminal device. The right to authorize third parties to use the databases (each person for whom an user account has been created at the invitation of the Customer shall be referred to in this EULA as "**User**") as well as the scope of the storage space, the processed data, the executed functions and the number of databases is limited to the scope selected upon conclusion of the License Agreement. The Customer shall procure that all Users registered via his License Agreement fully comply with the provisions of this EULA. The Customer indemnifies Ninox against all damages, claims and expenses

(including reasonable attorney's fees) incurred by Ninox, our employees or bodies due to a violation of this EULA by You or the Users registered via your License Agreement.

2. Ninox is entitled to change the Software and its functionalities. This applies in particular, but not exclusively, if the change is necessary due to
- a necessary adaptation to a new legal situation or jurisdiction,
- changed technical conditions (new browser versions or technical standards),
- the protection of system security, or
- the further development of the software.

3. If the change of the Software leads to a significant impairment of the Software for the Customer, the Customer is entitled to terminate the License Agreement extraordinarily within 30 (thirty) days after notification by Ninox (via the website or e-mail) about the change with a notice period of one month to the end of the month.

4. For the product *Ninox Cloud/Private Cloud/Ninox 4* the following shall apply: The Software is operated as a SaaS or cloud solution. The Customer is enabled to use the Software stored and running on the servers of Ninox or a service provider commissioned by Ninox via an Internet connection and by means of a browser for his own purposes during the term of this contract. The Software is made available for use at the router exit of the data center in which the server with the Software is located ("**Transfer Point**"). The Software, the computing power required for use and the required storage and data processing space are provided by Ninox. Ninox does not owe the establishment and maintenance of the data connection between the IT systems of the Customer and the Delivery Point. It is the Customer's responsibility to ensure a sufficient connection to the Internet.

5. For the product *OnPrem* the following shall apply: The Customer receives an installation link from Ninox for the installation of the Software on the IT system of the Customer. The Customer himself has to ensure that his IT system meets the respective requirements necessary for the use of the Software. The installation of the Software shall be carried out by the Customer. The access by the User takes place on the IT system of the Customer.

6. The following also applies to the product Ninox 4: The Software transmits customer requests ("**Prompts**") to large language models ("**LLM**") and the responses generated by the LLM ("**Outputs**") to the Customer. The LLM are operated by third-party providers ("**LLM Providers**") under their sole responsibility. Ninox has no influence whatsoever on the technical design or scope of the services provided by the LLM Providers and does not warrant any specific range of functions. The LLM Providers may change or discontinue the scope of their services at any time, thereby also preventing Ninox from providing its services. Ninox is not liable to the Customer for any service restrictions caused by changes made by LLM Providers.

If a change in the scope of functions of one or more LLM or a temporary or permanent restriction or lack of availability of one or more LLM means that, taking into account the scope and duration of the impairment, the significance for the Customer, the contract term, and the agreed remuneration, continuance of the contract is no longer bearable for the Customer, the Customer may terminate the License Agreement extraordinarily with a notice period of (i) 7 days in the case of a monthly subscription and (ii) 30 days in the case of an annual subscription. In this case, the Customer shall only owe the recurring

remuneration on a pro rata basis for the contract term up to the date of termination. One-time payments shall not be refunded.

7. Upon conclusion of the License Agreement and successful registration, You shall receive the non-exclusive, unlimited in territory, non-transferable and non sublicensable right to use the Software for the creation, administration and maintenance of databases for your own purposes. The right of use includes the use of the Software (i) on a stand-alone basis and/or (ii) in and as part of a solution that combines the Software with one or more third-party product(s) or service(s) ("**Third Party Solutions**"). Any uses beyond the foregoing require Our express written consent. This applies in particular to the duplication, distribution, processing or sublicensing of the Software.

8. Insofar as We also provide the Software free of charge in addition to offers subject to a charge (such as, in particular, within a Test Period and in case of Freeware), we reserve the right to make unannounced modifications and/or to stop providing any services at any time as well as to provide the services in future only against a separate fee. Furthermore, we do not assume any responsibility for the Software offered free of charge or parts thereof with regard to their completeness and/or correctness, unless the respective faults were caused by intent and gross negligence or have been fraudulently concealed.

9. We strive to ensure a high availability of the Software at all times. Nevertheless, it may be necessary to temporarily suspend the availability of the Software for maintenance purposes. If possible, we will inform You in good time in advance about maintenance time windows and arrange them in such a way that the impairments in the use of the software are kept to a minimum.

10. The availability of the Software shall be 99.5% on a monthly average. The calendar month shall be decisive. Excluded from this are times in which the Software cannot be accessed due to technical or other problems which are not within the sphere of influence of Ninox (force majeure, fault of third parties, etc.). Also excluded are times due to maintenance work that has been announced with a notice period of at least 48 (forty-eight) hours. Scheduled maintenance work does not take place on weekdays Monday to Friday, between 7 am and 7 pm. The contracting parties agree that the time zone to be observed shall be UTC+1h, namely Central European Time (CET) and, in the summer half-year, Central European Summer Time (CEST). However, maintenance work may not affect or interrupt availability for more than 12 (twelve) hours in succession.

11. Adjustments, changes and additions to the Software, as well as measures that serve to determine and remedy malfunctions, will only lead to temporary interruptions or impairments of the accessibility of the Software if this is absolutely necessary for technical reasons.

12. The monitoring of the basic functions of the Software is carried out daily. The maintenance of the Software is basically warranted from Monday to Friday from 9:00 to 18:00. In case of serious errors, which lead to the fact that the use of the Software is no longer possible or is seriously limited, the maintenance is carried out within 3 (three) hours from the time of knowledge or information by the Customer about the existence of the error. We will notify You of the maintenance work immediately and perform it according to the technical conditions in the shortest possible time. If it is not possible to

correct the error within 12 (twelve) hours, We will notify You by e mail within 24 (twenty-four) hours, stating the reasons and the estimated time for the correction of the error.

13. The preceding paragraphs 9 to 12 do not apply to the availability of LLM. Ninox does not warrant a specific availability of LLM and accepts no liability in this regard.

3. Rights and Obligations

1. You are obligated to provide correct and complete information during registration and to inform Ninox immediately of any changes to your registration data. Users are not entitled to make their User account available to a third party or to use the Software for purposes other than intended.

2. You are solely responsible for the content You create within the Software and are obligated to back up the content on a regular basis. You must ensure that the content does not infringe the rights of third parties. In particular, You are responsible for ensuring that your content complies with the provisions of competition law, labeling law, name law, copyright law and all other applicable and relevant laws. Furthermore, You undertake

   - not to post any content that contain illegal or immoral material and/or content, in particular information that incites hatred, incites to commit criminal acts or glorifies or trivializes violence, is pornographic or sexually offensive, is likely to seriously endanger the morals of children or adolescents, contains pornographic or obscene material, or use LLM to generate such content;

   - not to post any content that are capable of denying, insulting, threatening, defaming or violating the personal rights of others use LLM to generate such content;

   - refrain from presenting Output generated by LLM as having been created by humans;

   - appropriately review Output generated by LLM and, in particular, refrain from using it in high-risk or sensitive contexts (including medical, legal, financial, or security-critical applications) without prior review.

3. You are not entitled to reverse engineer, decompile, disassemble, duplicate or use any part of the Software to create a separate application. Furthermore, You are prohibited from extracting, reconstructing, or attempting to determine the training data or system logic of the LLM, or from using the services, results of the LLM, or Prompts to train, develop, or improve competing AI models.

4. The Customer further shall not (i) knowingly introduce viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful to the Software, or (ii) attack the Software via a denial of service attack or a distributed denial of service attack. The Customer shall not attempt to gain unauthorized access to the Software, the server on which the Software is stored, or any server, computer or database connected to the Software.

5. The Customer is solely responsible for all content and processed data used by him. Ninox does not check the contents used by the Customer with the Software.

6. The Customer shall indemnify Ninox against all claims, costs, expenses, actions or proceedings, including reasonable attorneys' fees, asserted by third parties against Ninox (or any of its directors, employees or agents) for use of the Software and/or in connection with a Third Party Solution in violation of law and/or this Agreement, unless the claim in question is based on (i) a defect in the Software or (ii) a breach of Ninox's obligations under this EULA or the Customer Agreement. Each party shall promptly notify the ot'er party in writing upon becoming aware of any such claim. The parties shall cooperate in the defense of any such claim and shall provide each other with any information reasonably requested by the other party in order to defend and/or settle such claim.

4. Prices / Payment Terms / Credit assessment

1. The usage fees to be paid for the use of the Software are stated on our website and/or on our further price lists.

2. Different payment options are available for the payment of the usage fees to be selected by You. The different payment options will be displayed to You during the ordering process via Self Checkout. When concluding contracts via sales department, these are agreed individually and are set-out in the order. You can change the payment method stored in your Customer account at any time. If our cooperation is required to initiate the payment (e.g. transmission of data to the credit card company), We will only do so after conclusion of the contract. Your payment data will be transmitted to the corresponding payment service provider depending on the payment option You have selected. Further, We refer to our data privacy policy, which is available in printable form on our website at any time via the "Privacy " button.

3. Payment of the usage fees for the First Subscription Period (see below paragraph 5) shall be due immediately upon conclusion of the contract. Usage fees for Further Subscription Periods are due at the beginning of each Further Subscription Period.

4. Ninox is entitled to adjust the usage fees for Further Subscription Periods. Ninox will notify the Customer of such an adjustment by e-mail no later than 30 days prior to the beginning of the Further Subscription Period in which the adjusted usage fees apply. In the event of an increase in the usage fees, the Customer is in each case entitled to terminate the contract at the end of the Further Subscription Period running at the time of receipt of the notification of the respective increase. If no notice of termination is given, the respective increased usage fee shall apply.

5. Term and Termination; Amendment of Number of User Licenses

1. The term of the License Agreement shall commence upon receipt of the confirmation e-mail at the latest upon activation of the license and terminates upon the lapse of the agreed initial term ("**First Subscription Period**"); in case the Customer makes use of the Test Period, the First Subscription Period shall commence with the lapse/termination of the Test Period. Thereafter, the term shall be automatically renewed for the same periods ("**Further Subscription Period(s)**"), unless the License Agreement is terminated in advance with a notice period of 30 (thirty) days to the end of the respective Subscription Period. When concluding a contract via Self Checkout, the duration of the Subscription Periods is displayed in the order process. When concluding a contract via sales department, these are set out in the order.

2. The termination of the License Agreement, including the Test Period and the Freeware can be made by either Party in text form (via e-mail: support@ninox.com). However, both Ninox and the Customer are also entitled to terminate the License Agreement in writing. In the event of termination by the Customer, the receipt of the notice of termination by Ninox is decisive for the expiry of the deadline.

3. The right to extraordinary termination remains unaffected. In particular, We are entitled to terminate the License Agreement with immediate effect if You or a User materially violate the provisions of this EULA.

4. Upon termination of the License Agreement, all content that was stored by You in the course of using the Software can be irretrievably deleted by Us. You will no longer have access to this content after the termination of the License Agreement.

5. The Customer may request an increase or reduction in user licenses, i.e., the number of Users as defined in Clause 2 paragraph 1, by sending an email to support@ninox.com. An increase in user licenses is possible at any time. A reduction in user licenses during a running Subscription Period is only possible with at least 30 days' notice, effective for the following Subscription Period. If the number of user licenses is increased, the current Subscription Period commences again. Clause 1 paragraph 1 applies accordingly for the change in the number of user licenses to take effect.

6. Suspension of Access

1. Ninox is entitled to suspend access to the Software if:

   - the Customer or a User violates the provisions of this EULA;

   - the Software is used by a User in violation of applicable law; or

   - a usage fee is not paid in full by the due date.

2. In the event of temporary or permanent suspension, access authorization will be blocked and the Customer will be notified of this by email.

3. In the event of a temporary suspension, access authorization will be reactivated after the suspension period has expired or the reason for the suspension has been definitively eliminated, and the Customer will be notified of this by email. Permanently suspended access authorization cannot be restored. With the permanent suspension of the Customer, Ninox is entitled to terminate the License Agreement extraordinarily.

7. Liability

1. Ninox shall be liable without limitation for damages resulting from injury to life, body or health. Ninox is only liable for other damages if these are based on an intentional or grossly negligent breach of duty by Ninox, its legal representatives, employees or vicarious agents.

2. Ninox is only liable for slight negligence if one of the material contractual obligations is violated by Ninox, its legal representatives, employees or vicarious agents. Ninox shall only be liable for foreseeable damage, the occurrence of which must typically be expected. Material contractual obligations are those obligations which form the basis of the License Agreement, which were decisive for the conclusion of the contract, the fulfilment of which enable the proper execution of the contract in the first place and on the observance of which the Customer may regularly rely. In addition, Ninox is liable

without limitation for damages covered by liability under mandatory statutory provisions, such as the Product Liability Act, or covered by a guarantee.

3. Any strict liability for damages for defects that were already present at the time the contract was concluded is excluded. Any right of self-remedy of the Customer in case of defects is excluded.

4. The above provisions on limitation of liability also apply in favor of the employees, legal representatives and vicarious agents of Ninox.

5. In the event of damage incurred by the Customer as a result of the conduct of an LLM Provider, Ninox's liability shall be limited to the assignment of Ninox's claims against the respective LLM Provider, insofar as the latter's terms and conditions permit such assignment.

8. Data Processing; Change between Data Processing Services (Data Act)

1. With regard to the collection, processing and use of personal data, We refer to our privacy policy, which is available in printable form on our website at any time via the button "Privacy Policy".

2. The special conditions governing the transfer between data processing services in accordance with Articles 23–31 of the Data Act can be found in the Appendix to this EULA.

9. Storage Possibility and Access to the Contract Text

1. You can view this EULA on our website at ninox.com/en/legal-notices/terms You can further print or save this document by using the usual function of your internet utility. You can also download and archive this document as a PDF file at Ninox Terms and Conditions (EULA) (PDF).

2. You can additionally archive the data of your order of the Software by waiting for the automatic order confirmation, which we will send to you by e-mail after completion of your order to the e-mail address You have indicated. This order confirmation e mail contains the data of your order and can be printed or saved with your e-mail program.

3. We will also provide You with a confirmation of the License Agreement in the order confirmation e-mail, in which the content of the contract is reproduced, so that You can save the text of the contract and / or take it for your records. Further legal information obligations that we have to fulfill towards You are not affected by this provision.

4. The text of the License Agreement will be stored by Us in compliance with data protection.

10. Copyright and Intellectual Property Rights

All image rights, copyrights and other intellectual property rights to the content of our website and our Software (including texts, images, graphics, videos, trademarks, logos and other corporate identifiers) are owned by Us or our partners. Use without our prior express consent is not permitted.

11. Confidentiality

1. The parties are obliged to treat as confidential all confidential information of which they become aware in connection with the License Agreement and which is not public

knowledge, regardless of the form in which it is communicated (paper, electronic form, verbal, etc.).

2. In deviation from subsection (1), confidential information may be made accessible to

   - members of the governing bodies and employees of the parties;
   - authorities and courts on the basis of legal obligations, court decisions or official orders if the party affected by the disclosure - if and to the extent legally permissible - is immediately informed of such a request for disclosure prior to disclosure. The parties shall, to the extent legally permissible and practicable, promptly coordinate steps to avoid or limit disclosure and implement such steps, provided that this does not result in serious disadvantages to the parties.

3. The obligation to maintain confidentiality shall not apply to information that is already lawfully known to the parties prior to the conclusion of the License Agreement or subsequently becomes known without a breach of a confidentiality obligation.

12. Miscellaneous

- This EULA as well as all License Agreements concluded between Ninox and the Customer on the Software shall be governed exclusively by the laws of the Federal Republic of Germany. The provisions of international private law and the UN Convention on Contracts for the International Sale of Goods shall not apply.

- We are entitled to amend this EULA at any time. In the event of a change, we will notify You of this in writing or by e-mail. Your consent to the changes shall be deemed granted unless You object to the changes in writing within 30 (thirty) days after receipt of the change notification. Together with the notification of change, we will again expressly draw your attention to this consequence of a failure to object. In the event that You refuse your consent to the changes, (1) the contractual relationship will continue under the previous conditions until the expiry of the respective Subscription Period of the License Agreement and will then end automatically without requiring a termination by Ninox or the Customer or (2) it can - in the case of a Test Phase - be terminated by us with immediate effect. However, a renewed use of the Software will subsequently only be offered to You at the respective current conditions.

- We are entitled to transfer all rights and obligations falling within the scope of this EULA in whole or in part to a third party with discharging effect. You hereby already agree to such a transfer of contract. In the event that We make use of this transfer option, You shall be entitled to terminate your contract without notice.

- All amendments or supplements to the EULA require text form to be effective. This shall also apply to the waiver of this provision.

- You are not entitled to assign the License Agreement concluded with Us or parts thereof to third parties without our written consent. Your ability to set off claims for defects and other claims arising from the same contractual relationship against our claim for payment of the usage fee(s) is not limited by this EULA; however, You may only set off claims arising from other legal relationships against our claim for payment of the usage fee(s) if your claims are undisputed, we have acknowledged them or they have been legally established. As a Customer, You may only exercise a right of retention if your counterclaim is based on the same contract.

- If any provision of the EULA is invalid (e.g. illegal or otherwise unenforceable), such invalidity shall not affect the validity of the remaining provisions.

Part (B) – Special Provisions for Consumers

1. **Consumer.** The provisions of this Part (B) apply in conjunction with the provisions of Part (A) - general part of this EULA if You are a consumer. You are a consumer if the purpose of the conclusion of the License Agreement by You cannot be predominantly attributed to your commercial or independent professional activity (Sec. 13 German Civil Code - BGB)

2. **Minimum Age of 18 Years.** We do not offer the software to minors. If You are under 18 years of age, the cooperation of your legal guardian(s) is required for the conclusion of the License Agreement.

3. **Withdrawal Instructions.** As a consumer, You have a statutory right of Withdrawal when concluding a distance selling transaction, about which We inform You in accordance with the statutory model below.

   The right of Withdrawal expires in the case of a contract for the supply of digital content not on a tangible medium if We have begun performance of the contract after You as a consumer (1) have expressly agreed that We may begin performance of the contract before the expiry of the Withdrawal period and (2) have confirmed to Us your knowledge that, by giving your consent, You lose your right of Withdrawal upon commencement of performance of the contract.

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1. Withdrawal Instructions

   Right of Withdrawal

   You have the right to withdraw this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the License Agreement.

   To exercise your right of Withdrawal, You must inform Us (Ninox Software GmbH, Monbijouplatz 5, 10178 Berlin, Germany) of your decision to withdraw this contract by means of a clear declaration (e.g. a letter sent by post or e-mail). For this purpose, You may use the enclosed sample revocation form, which, however, is not mandatory. To comply with the Withdrawal period, it is sufficient that You send the notice of exercise of the right of Withdrawal before the expiry of the Withdrawal period.

   Consequences of the Withdrawal

   If You withdraw this contract, We shall reimburse all payments We have received from You, including delivery costs (with the exception of additional costs resulting from the fact that You have chosen a type of delivery other than the most favorable standard delivery offered by Us), without undue delay and no later than within fourteen days from the day on which We received the notification of your revocation of this contract. For this repayment, We will use the same means of payment that You used for the original transaction, unless expressly agreed otherwise with you; in no case will You be charged

for this repayment.

Sample - Withdrawal form

[complete and return this form only if You wish to withdraw from the contract]

To

Ninox Software GmbH
Monbijoustraße 5
10117 Berlin, Germany

I hereby give notice that I withdraw from my contract of provision of the following service:

Ordered on:

Received on:

Name and Surname:

Address:

Date, Signature:

_____

2. **Online Dispute Resolution Platform.** We are not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

3. **Applicable Law.** In the case of consumers within the European Union, the law of the consumer's place of residence may also be applicable in whole or in part - in deviation from the provisions in Part (A) Clause 10 (1) of this EULA - insofar as it concerns mandatory consumer law provisions.

4. **Place of Jurisdiction.** If You do not have a general place of jurisdiction in Germany or in another EU member state or if You have moved your permanent place of residence to a country outside the EU after these GTC have become effective or if your place of residence or usual place of abode is not known at the time of filing an action, the exclusive place of jurisdiction for all disputes arising from this contract is the place of business of Ninox.

Part (C) – Special Provisions for Entrepreneur

- **Entrepreneur.** The provisions of this Part (C) apply in conjunction with the provisions of Part (A) - general part of this EULA if You are an entrepreneur. You are an entrepreneur for the purposes of this contract, if You act in the exercise of your commercial or independent professional activity with respect to the conclusion of the License Agreement (Sec. 14 German Civil Code - BGB).

- We are entitled to publish your name as our customer on our website. We may publish marketing materials about our services for You or use you as a reference for the press or our potential customers, unless You object to this in writing.

- **Exclusive place of jurisdiction.** The exclusive place of jurisdiction for all disputes arising from or in connection with this EULA and/or the License Agreement is the registered office of Ninox.

- **Place of performance.** Unless otherwise stated in the order confirmation, the place of performance shall be the registered office of Ninox.

Visiting address
Monbijoustraße 3A
10117 Berlin
Germany

Mailing address (mailbox)
Monbijoustraße 5
10117 Berlin
Germany

Email: support@ninox.com
Internet: https://ninox.com

Appendix

**Special contractual conditions for switching between
data processing services under the Data Act**

("**Switching Agreement**")

Preamble

Ninox Software GmbH, Monbijoustraße 5, 10117 Berlin, Germany (the "**Provider**") and the Customer have entered into a contract for the use of the Ninox Software offered by the Provider (the "**License Agreement**"). Insofar as the Provider provides the Customer with "data processing services" within the meaning of Art. 2 No. 8 of Regulation (EU) 2023/2854 of the European Parliament and of the Council of December 13, 2023, on harmonized rules for fair data access and use and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (hereinafter: **Data Act**), this Switching Agreement shall apply in addition to the provisions of the License Agreement. However, this Switching Agreement shall only apply to the Provider's data processing services and shall not apply to other services provided by the Provider, such as, in particular, on-premises solutions.

The Customer has decided to use these services from another provider in the future or to switch to ICT infrastructure on its own premises and therefore intends to transfer its data and, if applicable, associated applications and digital assets there.

This Switching Agreement governs the rights and obligations of the Parties in connection with the customer's transfer to a new data processing service provider or to an ICT infrastructure on its own premises. It serves to implement the requirements of Articles 23 to 31 of the Data Act.

1.   Definitions

Terms not expressly defined in this agreement shall have the meaning assigned to them in the Data Act. In particular, the following definitions from the Data Act apply:

1.1.   **Data processing service**: means a digital service that is provided to a customer and that enables ubiquitous and on-demand network access to a shared pool of configurable, scalable and elastic computing resources of a centralised, distributed or highly distributed nature that can be rapidly provisioned and released with minimal management effort or service provider interaction;

1.2.   **Target provider:** A target provider is any data processing service provider within the meaning of Art. 2 No. 8 Data Act to which the Customer switches under this Switching Agreement.

1.3.   **Maximum transition period:** Maximum transition period refers to the period specified in Art. 25 (2) (a) of the Data Act during which the Provider must enable the switch to be carried out after the notice period has expired.

1.4.   **Retrieval period:** Retrieval period refers to the period after completion of the switch or after expiry of the maximum transition period during which the Customer has the opportunity to retrieve or delete their data.

1.5. **ICT infrastructure**: ICT infrastructure refers to the information and communication technology resources, including hardware and software, networks, and systems, that are necessary for the provision of data processing services and can be operated on -premise or by third parties.

1.6. **Exportable data**: means the input and output data, including metadata, directly or indirectly generated, or cogenerated, by the Customer's use of the data processing service, excluding any assets or data protected by intellectual property rights, or constituting a trade secret, of providers of data processing services or third parties.

1.7. **Digital assets**: means elements in digital form, including applications, for which the Customer has the right of use, independently from the contractual relationship with the data processing service it intends to switch from.

2. Initiating the Switch

2.1. To initiate the switching process, the Customer shall notify the Provider in writing or in text form that the switch is to be initiated, subject to a notice period of two (2) months.

2.2. If the Customer only wishes to switch in relation to certain services or data, this requires to be specified in the notification.

2.3. The Customer shall inform the Provider in the switch notice, but no later than after the expiry of the notice period, of its decision to carry out one or more of the following measures:

- Switch to a different provider of data processing services, in which case the Customer shall provide the necessary details about this provider;

- switch to an om-premises ICT infrastructure;

- erase its exportable data and digital assets.

2.4. If the customer does not wish to switch but instead wishes to erase its exportable data and digital assets, this can only be done if the notice period has expired and the Customer has unconditionally and unequivocally requested the Provider to erase such data.

2.5. The Provider shall confirm receipt of the change notification in writing or in text form within seven (7) working days.

3. Start and duration of the transition period

3.1. After the expiry of the notice period pursuant to Section 2.1 , the maximum transition period of thirty (30) calendar days begins, during which the switch is carried out, Art. 25 (2) (a) Data Act.

3.2. If the Provider is unable to comply with the maximum transition period because this is technically unfeasible, the Provider shall inform the Customer in writing or in text form within fourteen (14) working days of receiving notification of the switch, to specify an alternative transition period that may not exceed seven (7) months from the date of the Customer's notification of the switch, and to provide adequate justification for the technical unfeasibility.

3.3. The Customer may extend the transition period once for a period that it deems more appropriate for its own purposes, but not longer than two (2) additional months. In this

case, the Customer shall notify the Provider of this intention before the expiry of the original transition period and specify the alternative transition period.

4. Support obligations of the provider

4.1. The Provider undertakes to provide the Customer and third parties commissioned by the Customer with appropriate support after the start and throughout the entire duration of the switch process, in particular:

- providing resources, sufficient information (including the documents required for the switch) and technical support; if problems arise, the Provider and the Customer shall analyze the causes in good faith and agree on appropriate solutions;

- to act with due care to maintain business continuity and continue to provide the contractual functions or services until the switch is completed;

- ensuring a high level of security during the switch, in particular the security of data during its transmission.

5. Obligations of the customer and third parties commissioned by them

5.1. The Customer undertakes to take all reasonable measures to ensure an effective switching process.

5.2. The Customer is responsible for importing data and digital assets into its own systems or into the systems of the target provider and for implementing this data and these digital assets in these systems, regardless of whether the Customer carries out these measures itself or uses the services of a third party for this purpose.

5.3. The Customer or third parties commissioned by them, including the target provider, undertake to protect the intellectual property rights to the materials provided by the Provider as part of the switching process and the Provider's trade secrets.

5.4. The Customer undertakes to grant third parties or the target provider access to these materials and, if necessary, to grant sublicenses for their use only to the extent necessary to complete the switching process by the end of the agreed transition period, including the alternative transition period, while respecting the confidentiality obligations and intellectual property rights granted by the Provider.

6. Unsuccessful switch

6.1. If the switching process cannot be successfully completed, the Parties shall cooperate in good faith to determine the cause and achieve a successful conclusion, enable a timely transfer of data, and maintain continuity of services.

6.2. In particular, the Provider shall, at the Customer's request, assist the Customer in determining the reasons for the unsuccessful switch and, to the extent that the reasons determined are related to the Provider's environment or switching processes, advise the Customer on how to resolve the technical problems identified.

7. Retrieval period and data deletion

7.1. After completion of the switch or at the latest after expiry of the maximum transition period, the Provider shall provide the Customer with the option of retrieving the data for thirty (30) calendar days (retrieval period).

7.2.   After the end of the retrieval period and upon successful completion of the switching process, the Provider undertakes to delete all exportable data and digital assets generated by the Customer or directly related to the Customer, with the exception of exportable personal data that the Provider is required to store under EU or local law.

8.   Termination of contract

8.1.   As soon as the Customer informs the Provider that the switching process has been successfully completed, the License Agreement and this Switching Agreement shall automatically terminate and the Provider undertakes to inform the Customer immediately, at least in text form, of such termination.

8.2.   The License Agreement concluded between the provider and the customer also ends if all steps of the switching process have been successfully completed in accordance with Section 8.3 or if, at the end of the maximum notice period, the Customer informs the Provider that it do not wish to switch but would like its exportable data to be deleted upon termination of the service.

8.3.   The switching process is successfully completed when the maximum notice period has expired, the transition period after the expiry of the notice period has also expired, the assistance with the switch has been completed, the period for retrieving the data after the expiry of the transition period has expired, and the deletion of the data has been successfully completed.

9.   Compensation for damages in the event of premature termination of the License Agreement

If, after this Switching Agreement has been implemented, the License Agreement ends before the end of a Subscription Period, the Customer must pay the Provider lump-sum damages for the remaining term of the agreement in the amount of the sum of the contractually agreed fees for each remaining month of the Subscription Period, less any expenses saved.

10.   Information from the Provider

The Provider provides the Customer with the following information, Art. 26 Data Act:

- **Appendix 1**: List of transferable and exportable data categories and digital assets and further information on the switching procedure

11.   Jurisdiction and technical measures

11.1.   The jurisdiction to which the ICT infrastructure used for data processing for the Provider's individual services is subject is specified in the above EULA.

11.2.   A list of the applicable technical, organizational, and contractual measures for data protection can be found in the appendix to the contract for order processing: Ninox DPA.

12.   Final provisions

12.1.   In the event of a conflict or inconsistency between these clauses and other applicable contractual agreements, terms and conditions, or other applicable regulations governing the provision of data processing services, the provisions of this Switching Agreement shall prevail.

12.2.   All amendments or additions to this Switching Agreement must be made in writing to be effective. This also applies to the cancellation of this provision.

12.3.   Should any provision of this Switching Agreement be invalid (e.g., unlawful or otherwise unenforceable), this invalidity shall not affect the validity of the remaining provisions.

Appendix 1

List of transferable and exportable data categories and digital assets and switching procedures

- User data:
    - o Description: User IDs, email addresses, and information stored in the user profile, as well as roles assigned to users.
    - o Export method: Export via the product.
    - o Export format: Structured data format.
- Configuration data:
    - o Description: User-made configurations of databases, including data model definitions, scripts, and user interface configurations.
    - o Export method: Export via product APIs.
    - o Export format: Structured data format (JSON).
- Content data:
    - o Description: Data stored within databases configured by users.
    - o Export method: Export via the product or via product APIs.
    - o Export format: Structured data format (CSV when exporting via the product, JSON when exporting via product APIs).
- File attachments:
    - o Description: Files attached to individual data records in databases configured by users.
    - o Export method: Export via the product or via product APIs.
    - o Export format: Original file formats (individually via API or as ZIP archive when exporting via the product).
- Change history:
    - o Description: Records of changes made by users.
    - o Export method: Export via the product.
    - o Export format: Structured data format (text format, in ZIP archive).