



General Terms and Conditions

1. General provisions

- 1.1 These General Terms and Conditions (hereinafter also referred to as "GTC") govern the relationship between the Ubirch GmbH, Im Mediapark 5, 50670 Cologne (hereinafter: "Provider" or "UBIRCH") and its Customer (both together also referred to as "Contracting Parties"). The GTC are binding together with one or more individual agreements, which can be implemented as a separate contract, a purchase order, an offer confirmation, or other form. In all cases where clauses in this the GTC and the individual agreement diverge, the clause in the individual agreement takes precedence.
- 1.2 UBIRCH has developed a service that enables Customers to permanently secure data (hereinafter "**UBIRCH Service**"). This allows secure data at the source of origin cryptographically in such a way that it can be verified elsewhere by third parties. Based on the UBIRCH Service, UBIRCH has developed another service for managing ESG data within a supply chain (hereinafter "**UBIRCH ESG Data Exchange Network**"). The "UBIRCH ESG Data Exchange Network" includes the UBIRCH Service. Where a clause is referring to the UBIRCH Service or the UBIRCH ESG Data Exchange Network (including the UBIRCH-Service) the term "**UBIRCH Services**" is used.
- 1.3 The subject matter of this contract is the use of the UBIRCH Services by the Customer in exchange for payment. The details of the UBIRCH Services and the UBIRCH ESG Data Exchange Network are described in Sections 3 and 4. Individual details of the type, scope, and conditions of use of the UBIRCH Services by the Customer which go beyond the GTC are included in the offer or are defined in separate, individual agreements.
- 1.4 These GTC as well as any applicable appendices shall apply to the contractual relationship between UBIRCH and the Customer concerning the right to use the UBIRCH Services granted by UBIRCH. No GTC of the Customer which contradicts these GTC shall be included in the contract. Annexes to this contract may contain supplemental terms and conditions.
- 1.5 The offer of the UBIRCH Services is directed exclusively at entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB), i.e., natural persons or legal entities or a partnership with legal capacity who, when concluding the contract, are acting in the exercise of their commercial or independent professional activity.

2. Registration, Login, Services

- 2.1 In addition to the conclusion of a contract between UBIRCH and the Customer, access to and thus use of the UBIRCH Services requires registration for the UBIRCH Services. For this purpose, the Customer shall receive a notification with relevant reference to the registration option. When registering, a user account will be created for the Customer, through which the Customer may use the UBIRCH Services. Registration by UBIRCH shall only be completed through confirmation to the e-mail address provided by the Customer.
- 2.2 With regard to the registration of the Customer or the activation of other user accounts to the agreed extent, the Customer must observe the following: Users must have reached the age of 18. Users must keep login data secret and adequately prevent third parties from gaining knowledge of it. Login data may not be passed on, even internally. The Customer must inform the users in his company of this policy.
- 2.3 The creation of more than one user account for the same natural person or legal entity is not permitted. The user account is not transferable, not even to companies affiliated with the Customer.

3. Mode of operation of the UBIRCH Services

- 3.1 The UBIRCH Service contains a component, the "Client") which generates a hash of the data to be secured, concatenates and signs a data packet containing this data and a device ID, creating a



sequence of "UBIRCH protocol packets", "UPPs"), and passes them to the cloud component of the UBIRCH Service.

- 3.2 The cloud component of the UBIRCH Service receives, validates, and archives UPPs and may anchor hashes of aggregated UPPs in a data structure cryptographically-secured against manipulation.
- 3.3 The UBIRCH ESG Data Exchange Network allows the Customer to record, store and disclose information relevant to its ESG and CSR reporting obligations or voluntary reporting in this area. This information is cryptographically secured by the underlying technology of the UBIRCH service.
- 3.4 Information which is disclosed within the UBIRCH ESG Data Exchange Network is visible to other customers of the UBIRCH ESG Data Exchange Network and can be used by these other customers for their own ESG and CSR reporting obligations or voluntary reporting in this area — not limited to but especially in cases where one UBIRCH customer is the supplier of another UBIRCH customer.
- 3.5 Additionally, the UBIRCH ESG Data Exchange Network directly or implicitly may provide access to a number of databases containing ESG/CSR-related information. Detailed arrangements about this kind of database access are made in a separate agreement.
- 3.6 The UBIRCH ESG Data Exchange Network may include an AI-based assistant which can support the Customer in using the UBIRCH ESG Data Exchange Network and may offer additional advice on a number of topics related to ESG and CSR reporting and on ways to reach the goal to reduce the Greenhouse Gas footprint of the Customer. The assistant is designed to assist the Customer in the making of certain decisions. Any "advice" of the assistant must be challenged and checked prior to decision-making based on this "advice" by the Customer.

4. Scope of UBIRCH Services

- 4.1 During the term of this Agreement, UBIRCH shall enable the Customer to use the UBIRCH Services to the extent agreed upon in a separate contract, order confirmation, or similar document.
- 4.2 The Customer may use the UBIRCH Services. This includes read and/or write access to various functionalities respectively. The functionalities of the UBIRCH Service are being made available to the Customer through an API (application programming interface). The functionalities of the UBIRCH ESG Data Exchange Network are being made available to the Customer through a graphical user interface intended to be accessed by human users. Optionally, the Customer may be granted access to some of these functionalities through an API (application programming interface). Detailed arrangements about the latter kind of access are made in a separate agreement. Such access is not part of the standard scope of services for the UBIRCH ESG Data Exchange Network.
- 4.3 Software for connecting the UBIRCH Services to other systems (e.g., IoT or ERP systems) is not part of the standard scope of services. It can be provided upon request under separate agreements.
- 4.4 During the term of the contract, the Customer shall be granted access to the cloud via personalized access data.
- 4.5 UBIRCH strives to ensure the trouble-free operation of the UBIRCH Services. This is necessarily limited to services that are within UBIRCH's sphere of influence. UBIRCH, therefore, informs the Customer hereby that there may be restrictions or impairments in the use of the UBIRCH Services which are beyond UBIRCH's control. These include especially but are not limited to actions by third parties not acting on behalf of UBIRCH, technical failures beyond UBIRCH's control, and force majeure.
- 4.6 The UBIRCH Services shall be available 24 hours a day, seven days a week ("Operating Time"). "Availability" refers to the Customer's capability to use the essential functionalities of the UBIRCH Services. Unavailability does not include maintenance periods or limitations or failures of the software underlying the UBIRCH Services due to circumstances outside UBIRCH's control and responsibility (fault of third parties, disruption of telecommunication lines, force majeure, etc.). UBIRCH will limit maintenance windows to a minimum and primarily use them for implementing updates and ensuring system security.



- 4.7 The technical requirements from the respective product description shall apply. If these technical requirements are not met by the Customer, the usability of the UBIRCH Services may be restricted. UBIRCH shall not be responsible for these restrictions.
- 4.8 The Customer's ability to use the UBIRCH Services is limited to the use via online access (with the exception of the Client, which is available offline). Further rights of use or exploitation of the UBIRCH Services are not granted. Accordingly, the Customer is not entitled to use the underlying software of the UBIRCH Services other than via the access through his user account. Duplications are only permissible to the extent that this is required by authorized use of the UBIRCH Services. The Customer may not make any other reproductions, including in particular the printing or storage of the program code. The Customer shall have no right to edit the program code in any way. The Customer shall have no claim to the disclosure of the source code underlying the UBIRCH Services.
- 4.9 It is not UBIRCH's obligation to verify, check or even look into the data uploaded by UBIRCH customers to the UBIRCH Services. Thus UBIRCH cannot accept any warranty and does not guarantee the correctness of any data uploaded to the UBIRCH Services. UBIRCH does however maintain that data uploaded to the UBIRCH Services remains unmodified unless otherwise explicitly stated.
- 4.10 Section 10 shall apply to the granting of rights of use to the UBIRCH Services and any data uploaded to the UBIRCH Services.

5. Updating of the UBIRCH Services

- 5.1 UBIRCH is entitled, but not obligated, to modify the UBIRCH Services during the contract period, in particular, to adapt it to technological progress. This also includes the addition of new functionalities, changes to the user interface, and adjustments to the backend. In this context, UBIRCH reserves the right to modify the UBIRCH Services without prior notice to offer the Customer a correspondingly optimized range of services, provided that the suitability of the UBIRCH Services for the agreed purpose is preserved as a result and the optimized range of services is reasonable for the Customer, with due consideration of the interests of both parties.
- 5.2 Moreover, UBIRCH shall be entitled to make changes, adjustments, restrictions, or to remove functionalities of the UBIRCH Services and other services offered with it if changed legal regulations or standards or new technical or scientific findings make this necessary. The manner of implementation shall be at UBIRCH's discretion. The Customer is not entitled to the introduction of new functionalities or the maintenance of specific existing functionalities, as long as the core of the UBIRCH Services remains unaffected.

6. Support

- 6.1 If agreed between the contracting parties, UBIRCH shall also provide support services to the Customer. This shall be provided by e-mail or via the channels and contact details provided by UBIRCH in each case.
- 6.2 The support service shall receive questions from the Customer regarding the use of the UBIRCH Services and reports of any malfunctions and shall respond to them as far as possible.
- 6.3 In accordance with the scope of services booked, UBIRCH will respond to inquiries from the Customer regarding the use of the UBIRCH Services within the specified service hours at the specified response times. Unless specified, no specific deadlines apply and UBIRCH will do its utmost to respond to inquiries in a timely manner.

7. Other services

- 7.1 To the extent that the Parties have agreed upon customization, configuration, or setup services, UBIRCH will perform these services in accordance with the agreements. Unless otherwise agreed, the customization services will be compensated on a time and materials basis at UBIRCH's then-current rates.



7.2 Additional services which go beyond the main services owed under the respective contract shall be remunerated separately. Unless otherwise agreed, invoicing shall be based on a time-and-materials basis and the rates applicable at that time.

8. Obligations of the Customer

8.1 The Customer is obligated to pay the agreed remuneration in due time.

8.2 The Customer is obligated to provide the data requested during the registration process truthfully and completely and to notify UBIRCH immediately of any subsequent changes.

8.3 The Customer shall not be entitled to pass on login data to third parties. The Customer is obligated to handle his login data with care and to prevent misuse of the login data by third parties. Should the Customer receive indications that his Customer account is being misused by third parties, he shall notify UBIRCH of the same without delay.

8.4 The Customer must refrain from any activity that is likely to impair and/or place an excessive burden on the operation of the UBIRCH Services, the services offered, and/or the technical infrastructure behind them. This includes in particular

- a) the use of software, scripts, or databases in connection with an abusive or excessive use of the UBIRCH Services or
- b) the automatic reading, blocking, overwriting, deleting, modifying, or copying of data, unless this is required for the intended use of the UBIRCH Services.

8.5 The services made available to the Customer through this GTC or individual agreement(s) may not be made available to third parties in the absence of an express agreement to that effect in text form by both contracting parties. This shall also apply to companies affiliated with the Customer.

8.6 The Customer is obligated vis-à-vis UBIRCH, when using the UBIRCH Services, not to post any content and/or data that is punishable by law or otherwise illegal or that infringes the rights of third parties and not to use any programs containing viruses or other malware in connection with the UBIRCH Services.

9. Cooperation of the Customer

9.1 The Customer is obligated to provide UBIRCH with the best possible and fullest possible support in the provision of the contractual services. This obligation shall include, in particular, the timely provision of any information, documents, and content required or requested by UBIRCH, in particular for the customization and/or setup of the UBIRCH Services for the Customer.

9.2 Upon conclusion of the contract, the Customer shall bindingly designate at least one contact person for UBIRCH or deposit a contact person in the Customer's account who is authorized and able to make all decisions pending within the framework of the execution of the contract and to communicate them to UBIRCH.

10. Rights of use

10.1 For the duration of the contractual relationship, UBIRCH shall grant the Customer non-exclusive and non-transferable rights of use to the UBIRCH Services to the extent necessary for the use of the respective agreed services in the respective scope of functions.

10.2 Insofar as parts of the UBIRCH Services are offered under an open-source license, only the terms and conditions of this license shall apply for the rights of use for the respective.

10.3 The Customer does not acquire or establish any further rights of its own when using the UBIRCH Services.

10.4 The Customer hereby grants UBIRCH an irrevocable, transferable, perpetual, worldwide, royalty free non-exclusive license to use, copy, modify and disclose any and all data and other information uploaded to the UBIRCH ESG Data Exchange Network, in whole or in part. UBIRCH may especially encrypt and decrypt, aggregate and use the information and disclose it to other customers. Customers that receive access to data of other customers via the UBIRCH ESG Data Exchange Network may use



this data for the sole purpose of ESG and/or CSR reporting. The use for other purposes is not permitted.

11. Remuneration; Billing

- 11.1 The amount of the remuneration for the use of the UBIRCH Services shall be based on the respective offer or individual agreement(s) between the contracting parties. If and insofar as the contracting parties reach an agreement on a fee, any previous (free) authorizations to use the UBIRCH Services (e.g. as part of a test phase) shall expire.
- 11.2 Billing is conducted annually in advance for the services to be provided over the course of the following 12 months. The commencement of use occurs upon conclusion of the contract or according to individual agreement, but no later than the initiation of use by the Customer. Insofar as an initial service fee (for example, a customization) is agreed upon, the compensation for it is due upon the conclusion of the contract.
- 11.3 Insofar as payment is agreed based on a measurable volume of usage of the UBIRCH Services, the volume determined by UBIRCH shall be decisive in case of doubt.
- 11.4 UBIRCH will activate access to the UBIRCH Services upon the conclusion of the contract or the start of the service period agreed upon with the Customer. From this point in time, the obligation to pay the fee commences, regardless of whether the UBIRCH Services are actually utilized by the Customer.
- 11.5 All payments are due 15 calendar days after the date of the invoice. A digital invoice shall also be deemed to be effective when it is received by the Customer.
- 11.6 All prices stated on the website, on landing pages, in offers, order forms, in price lists, and elsewhere are net prices and may be subject to the applicable value-added tax.
- 11.7 The contracting parties shall treat any agreements on prices as confidential.
- 11.8 Travel expenses and per diems incurred due to the commissioning will be invoiced either according to individually agreed flat rates or based on actual expenses incurred. In the latter case, the following standards apply:
- Rental car: Mid-size class
 - Train: 2nd class with seat reservation
 - Airplane: Economy Class
 - Hotel: 3 or 4 stars
- 11.9 If the Customer delays the payment of due compensation by more than two weeks, UBIRCH is entitled to block access to the UBIRCH Services after having issued a reminder with a set deadline and the deadline passing without payment. The entitlement to compensation by UBIRCH remains unaffected by the block. Access to the UBIRCH Services will be immediately reactivated upon settlement of the outstanding amounts. The right to block access exists as a lesser measure even if UBIRCH has the right to extraordinary termination according to Clause 15.2
- 11.10 UBIRCH shall be entitled to adjust the prices at its reasonable discretion (Section 315 of the German Civil Code (BGB)) and to increase the agreed prices if the continued provision of services without a price adjustment is unreasonable for UBIRCH in consideration of the interests of both contracting parties. UBIRCH is entitled to further price increases if at least six months have passed since the last price increase and the price increases on average across the commissioned services do not exceed 5% per annum. UBIRCH shall give the Customer one month's prior notice of the price adjustments by e-mail. If the price adjustment does not serve solely to pass on to the Customer an increase in costs for necessary preparatory work, the Customer may object to a price adjustment. If the Customer does not object to the price adjustment within 2 weeks of the announcement of the planned price adjustment in writing or by e-mail, it will be considered as consent to the announced price adjustment. UBIRCH shall point this out explicitly in the announcement.



12. Troubleshooting

- 12.1 UBIRCH shall provide services with due diligence in accordance with the recognized rules of technology. UBIRCH shall remedy technical malfunctions of the UBIRCH Services as quickly as possible to offer uninterrupted operation of the UBIRCH Services as a whole. This shall only apply to faults for which UBIRCH is responsible.
- 12.2 The Customer shall inform UBIRCH of any disruptions of the UBIRCH Services and describe the disruption in detail.
- 12.3 Disruptions to performance shall be dealt with in accordance with the law applicable to service contracts (Dienstvertragsrecht).
- 12.4 Concerning the granting of the possibility to use the Software-as-a-service on which the UBIRCH Services are based, the warranty provisions of §§ 535 et seq. BGB are applicable. The non-fault-based claim for damages pursuant to Section 536a Para. 1 Alt. 1 BGB is excluded. For other services, the law applicable to service contracts shall apply.

13. Data Protection

- 13.1 Insofar as UBIRCH processes personal data in fulfillment of the contract, which is subject to the GDPR, the processing by UBIRCH is carried out on behalf of the customer in accordance with Art. 28 GDPR.
- 13.2 For this purpose, the customer shall conclude a data processing agreement (DPA) with UBIRCH, which is available [here](#) and becomes part of the contractual relationship with UBIRCH.
- 13.3 In the event of any contradictions between the provisions of these General Terms and Conditions and the DPA, the provisions of the DPA shall prevail.

14. Liability

- 14.1 Unlimited liability: UBIRCH shall be liable without limitation for intent and gross negligence, in the event of a breach of a contractually granted guarantee and in accordance with the Product Liability Act (Produkthaftungsgesetz). UBIRCH shall be liable for slight negligence in the event of damage resulting from injury to the life, body, and health of persons.
- 14.2 In all other cases, the following limited liability shall apply: In the event of slight negligence, UBIRCH shall only be liable in the event of a breach of a material contractual obligation, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer may regularly rely upon (cardinal obligation).
- 14.3 In the event of a slightly negligent breach of a cardinal obligation pursuant to Clause 13.2, the amount of liability shall be limited to the damage that was foreseeable and typical of the contract at the time the contract was concluded in view of the respective component of the service. The maximum liability in these cases shall be the amount invoiced to the Customer by UBIRCH in the 12 months prior to the occurrence of the damaging event.
- 14.4 These limitations of liability shall also apply in favor of UBIRCH's vicarious agents.
- 14.5 UBIRCH shall not be liable in the event that the Customer uses the UBIRCH Services in breach of the contract or modifies the Client in a manner that has not been previously agreed to between the contracting parties.
- 14.6 UBIRCH shall only be liable for the loss of data within the UBIRCH Services - except in the case of intentional acts - to the extent that the data can be reproduced with reasonable effort.
- 14.7 If and as long as the Customer uses the UBIRCH Services free of charge, the statutory provisions on loan (§§ 598 of the German Civil Code) shall apply to fault rectification and liability in deviation from the above provision, whereby any limitations of liability shall remain valid. Guarantees and warranties with regard to the UBIRCH Services or their availability shall not be given for this period.



15. Indemnification

- 15.1 The Customer shall indemnify UBIRCH in the event of a claim being made on the basis of alleged or actual infringements of rights and/or infringements of the rights of third parties, in the use of the UBIRCH Services, against all claims by third parties arising therefrom and shall be obligated to reimburse all costs, if any, incurred by UBIRCH as a result of the claim made by third parties. Reimbursable costs shall include in particular the costs of reasonable legal prosecution and legal defense which UBIRCH should incur.
- 15.2 Any further claims for damages remain unaffected.

16. Contract period and termination

- 16.1 The contract between the contracting parties shall run for the term specified in the individual agreement(s). If a minimum term is not specified, a minimum term of 12 months shall apply. If such an agreement is not terminated within 3 month's notice to the end of the term, it is automatically prolonged for another 12 months. If and as long as the Customer uses the UBIRCH Services free of charge, the contract may be terminated by either party at any time without notice.
- 16.2 Both parties to the contract reserve the right of extraordinary termination for a compelling reason (Section 314 of the German Civil Code (BGB)). A reason entitling UBIRCH to terminate the contract without notice shall be deemed to exist if the Customer is in arrears with the payment of a sum equivalent to two months' remuneration; if the Customer is in serious breach of his obligations under Clause 8; or if the Customer is otherwise in breach of its obligations under Clause 8 and/or Clause 9 and, despite a reminder from UBIRCH, does not remedy the breach in question or fails to cease and desist.
- 16.3 Notices of termination must be in writing to be effective.
- 16.4 The Customer's user account shall be blocked when the termination takes effect. UBIRCH shall delete the user account after termination of the contract and expiry of statutory periods.

17. Final provisions

- 17.1 UBIRCH shall be entitled to use the Customer's name and logo for advertising and marketing purposes. The Customer may object to this use in writing at any time.
- 17.2 UBIRCH shall be entitled to amend these General Terms and Conditions with effect for the future, with the exception of the principal performance obligations. Main performance obligations are those obligations that make proper performance of the contract possible in the first place and on the observance of which the contracting parties may regularly rely upon. UBIRCH shall notify the Customer of the amendments, give the Customer the opportunity to object to the amendments within a reasonable period of time after being notified thereof, and specifically point out that the amendments shall become effective in the absence of an objection.
- 17.3 All disputes between the contracting parties shall be governed exclusively by the laws of the Federal Republic of Germany, with the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 17.4 The place of jurisdiction for all disputes arising from and in connection with these GTC, regardless of the legal foundation of the claim, shall be Berlin.
- 17.5 No verbal agreements have been made. Amendments, supplements, and additions to these GTC shall only be valid if agreed in writing between the contracting parties. This shall also apply to any amendment of this contractual provision.
- 17.6 The Customer shall not be entitled to transfer contracts based on these GTC as whole or individual rights and obligations hereunder to third parties or to have them exercised by third parties.
- 17.7 UBIRCH shall be entitled to transfer contracts based on these GTC with all rights and obligations to another company. The transfer shall become effective 28 days after it has been notified to the Customer. In the event of the transfer of this contract to another company, the Customer shall have a special right of termination, which must be exercised within two weeks of notification.



- 17.8 Should one or more provisions of these GTC be or become void or unenforceable, the validity of the remaining provisions shall not be affected thereby. In lieu of the invalid or unenforceable provision, such provision shall be considered as agreed upon which, to the extent legally possible, comes as close as possible to what was intended by the contracting parties according to the origin, meaning, and purpose of the invalid or unenforceable provision. The same shall apply to any loopholes in this agreement.

As of July 2024