

General Terms and Conditions of OctoMind GmbH

1. Scope of Application

- 1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") apply to all contracts concluded between the customer (hereinafter referred to as "**Client**") and OctoMind GmbH, located at Unterer Lussweg 5, 76227 Karlsruhe (hereinafter referred to as "**we**" or "**OctoMind**"), concerning the provision of our OctoMind software solution (hereinafter referred to as "**Software**").
- 1.2 The GTC set forth herein exclusively govern. Any conditions of the Client that conflict with, deviate from, or supplement these GTC shall not become part of the contract unless their applicability has been expressly agreed upon in writing between OctoMind and the Client. These GTC shall also apply in cases where OctoMind unconditionally performs its contractual services with knowledge of conditions set by the Client that conflict with or deviate from these GTC.
- 1.3 The applicability of these GTC is limited to clients who are entrepreneurs (as defined by § 14 BGB), legal entities of public law, or special funds under public law.

2. Tariff Configurations and Contractual Objects

- 2.1 OctoMind offers the Software in various tariff configurations for lease. The specific services provided by OctoMind under the different tariff configurations, the precise functional scope of the Software, as well as the technical and organizational prerequisites for its use, are detailed in the respective order.
- 2.2 Unless expressly agreed otherwise in the order, OctoMind is only obligated to provide those services that are specified in the order and in these GTC for the tariff configuration selected by the Client at the time.
- 2.3 The subject of the contract with the client is the provision, for a fee and for a limited time, of the right to use the software for
 - 2.3.1 use via an internet connection as Software as a Service
 - 2.3.2 the allocation of storage space for data generated by the Client through the use of the Software and necessary for its use (hereinafter referred to as "**Application Data**")
 - 2.3.3 the provision of computing power to execute test cases generated by the Client through the use of the Software, and
 - 2.3.4 the provision of an online user guide for the Software.

3. Provision of the Software

- 3.1 OctoMind shall make the Software available to the Client from the agreed-upon date on a central data processing unit or multiple data processing units (hereinafter referred to as "**Server**") in its current version for use in accordance with these GTC. The Software is not physically handed over to the Client. The Client independently initiates the use of

the Software on devices of their choice.

- 3.2 Agreements regarding access, system, and functional prerequisites on the part of the Client are specified in the order.
- 3.3 OctoMind provides the Client with a dashboard for controlling the owed software functionalities. The Client can create a main access point and set up additional sub-accounts through this dashboard.
- 3.4 OctoMind is authorized to continuously develop the software. The development of the software may result in an expansion and/or modification of the software, consequently leading to the availability of new functionalities, optimization of existing functionalities in their operation and/or user navigation, or the data management being updated to reflect the current state of technology. An obligation to change, adapt, or further develop the software exists, notwithstanding the provisions of the Service Level Agreement (items 11 to 16 inclusive), only if such a change, adaptation, or development is necessary for the maintenance of the software according to the current state of technology.
- 3.5 From the time agreed upon in the order, OctoMind will provide sufficient storage space and computing power on the server for the application data.
- 3.6 The handover point for the software and the application data is the router exit of the server. OctoMind is not responsible for the quality of the necessary hardware and software on the customer's side, nor for the telecommunication connection between the customer and OctoMind up to the handover point.

4. Technical Availability of the Software; Access to Application Data

- 4.1 OctoMind owes the availability of the Software and the Application Data at the transfer point as agreed upon. Availability, in this context, refers to the technical usability of the Software and the Application Data at the transfer point for use by the Client.
- 4.2 The availability of the Software and the Application Data is at least 99% on an annual average.
- 4.3 Availability includes periods during:
 - 4.3.1 Disturbances due to or resulting from the condition of parts of the technical infrastructure not provided by us or our agents;
 - 4.3.2 Other failures that OctoMind is not responsible for, especially during outages caused by
 - incoming IT attacks, provided that the protective measures taken by OctoMind against such attacks were in accordance with the state of the art at the time of the IT attack;
 - Improper use of software or hardware by the Client;
 - 4.3.3 An insignificant reduction in suitability for contractual use;
 - 4.3.4 Maintenance work as per Section 4.4.
- 4.4 Maintenance work may be carried out on both working days and Sundays and public holidays within the time window from 0:00 to 24:00.

5. Online Usage Aids

- 5.1 OctoMind provides the Client with usage aids within the Software in English.
- 5.2 In the event of a contractually compliant update of the Software, the usage aids will be updated accordingly.
- 5.3 The Client is entitled to download, store, print, and reproduce the usage aids in a reasonable number for the purposes of this contract while maintaining any existing copyright notices. Otherwise, the restrictions on use agreed upon in Section 7 for the Software apply correspondingly to the usage aids.

6. Storage Space for Application Data; Indemnification

- 6.1 OctoMind's obligations regarding storage space are limited to providing storage space for contractual use by the Client and securing the Application Data. OctoMind commits to taking appropriate, state-of-the-art measures against data loss and to prevent unauthorized access by third parties to the Client's data. For this purpose, OctoMind performs backups at least daily. Beyond this, OctoMind has no custodial or safekeeping duties. The Client is responsible for complying with commercial and tax law retention periods.
- 6.2 The Client commits to storing only such data and content on the provided storage space whose provision, publication, and use in the Software or on OctoMind's server do not violate applicable law, regulatory requirements, or third-party rights. The Client shall indemnify OctoMind from all claims made by third parties against OctoMind due to a breach of this obligation by the Client, upon first request. In the cases mentioned in the previous sentence, the Client shall also reimburse OctoMind for the costs of appropriate legal defense.
- 6.3 Furthermore, the Client commits to checking external data and information for viruses or other harmful components before uploading them to OctoMind's server and to use state-of-the-art measures (e.g., antivirus programs) for this purpose.
- 6.4 The Client is not authorized to make the storage space provided by OctoMind available to third parties for use, whether for a fee or free of charge.

7. Usage Rights to the Software

- 7.1 OctoMind grants the Client a simple, time-limited, non-transferable, and non-sublicensable right to use the Software in accordance with the provisions of the order and (supplementary) in this Section 7.
- 7.2 The Client may only make the Software accessible to third parties to the extent that the contractual use of the Software necessitates such access. Any access beyond the contractual use, especially by selling, giving away, lending, renting, publicly reproducing, or sublicensing the Software, is not permitted to the Client.
- 7.3 Reproduction or modification of the usage aids beyond the necessary extent provided in Section 5.3 is not permitted unless the law allows such reproductions or modifications for the integration of the usage aids into the Software pursuant to § 69c No. 2 UrhG (German Copyright Act).

- 7.4 Should the customer violate any of the provisions set forth in items 7.1 and/or 7.2 due to reasons attributable to them, OctoMind may, after prior notification to the customer, restrict the customer's access to the software and/or the application data, if the violation can demonstrably be remedied thereby.
- 7.5 For each instance in which the customer culpably allows the use of the software by unauthorized third parties, the customer shall pay a reasonable contractual penalty, the amount of which shall be determined at OctoMind's equitable discretion and, in the event of a dispute, reviewed by the competent court. The contractual penalty shall accrue for each month of the violation. The assertion or payment of the contractual penalty does not preclude OctoMind from asserting a claim for injunctive relief or damages beyond the contractual penalty against the customer. A forfeited and paid contractual penalty shall be fully credited against such damages. OctoMind's further rights remain unaffected.

8. Client's Duties of Cooperation and Information

- 8.1 The Client has informed themselves about the essential functional features of the Software and bears the risk as to whether it meets their wishes and needs; in case of doubt, the Client has sought advice from OctoMind employees or from competent third parties.
- 8.2 The establishment of a functional hardware and software environment for the Software lies solely with the Client.
- 8.3 The Client will thoroughly test the Software for defectiveness and for usability in the existing hardware and software configuration before starting productive operation. This also applies to Software that the Client receives within the scope of warranty.
- 8.4 The Client will follow the instructions provided by OctoMind for the installation and operation of the Software; the Client will regularly inform themselves about current instructions (e.g., regarding software updates, operation, security aspects) displayed within the Software and consider them during operation.
- 8.5 The Client will perform all cooperation actions required for contract execution promptly and at their own expense. To the extent that OctoMind has further obligations beyond the provision of the Software, the Client will participate in these at no charge, for example, by providing personnel, workspaces, hardware and software, data, and telecommunications facilities.
- 8.6 Specifically, the Client is obliged to:
- 8.6.1 Take necessary precautions to prevent unauthorized use of the Software. This includes ensuring, through appropriate security measures (e.g., password strength, passwords on their computers, intrusion protection) and regular review of available usage logs and, if necessary, blocking existing accesses (e.g., after employee changes), that no unauthorized third party can access the Software. The Client will immediately inform OctoMind if there is a suspicion that access data and/or passwords could have become known to unauthorized persons.
- 8.6.2 Create and maintain the access, system, and functional prerequisites laid down in the order for the use of the Software.

- 8.6.3 Ensure, as far as reasonable, other necessary access, system, and functional prerequisites for productive use of the Software on the Client's side.
- 8.6.4 Ensure that users authorized to use the Software on the Client's side are sufficiently familiar with its operation. In particular, the Client will, as necessary, train users in the use of the Software.
- 8.6.5 Ensure that (e.g., when transmitting third-party information to the contractual servers) all third-party rights to materials used by them are observed.
- 8.6.6 Obtain the necessary consent of the respective affected persons if the Client collects, processes, or uses personal data when using the Software and no legal permission applies.
- 8.6.7 Check data and information for viruses before sending them to OctoMind and use state-of-the-art antivirus programs.
- 8.6.8 Send user data only in encrypted form, as far as technically possible and reasonable.
- 8.6.9 Obligate authorized users to comply with the provisions of the contract concluded with OctoMind regarding Software use.
- 8.6.10 Not make any changes to the Software that would result in the Software no longer functioning.

9. Defects in Quality and Title of the Software; Liability for Initial Defects and Third-Party Rights; Other Performance Disturbances

- 9.1 The Client must notify OctoMind of any defects in the Software without delay.
- 9.2 The parties will immediately notify each other in writing if claims are made against them in connection with the Software.
- 9.3 9.3 OctoMind is only liable for defects in the Software that were present at the time of the conclusion of the contract if OctoMind is responsible for these defects.
- 9.4 Termination of the contract according to § 543 paragraph 2 no. 1 BGB (German Civil Code) due to failure to grant use in accordance with the contract is only permissible if OctoMind has been given sufficient opportunity to remedy the defect and this has failed. A failure of the defect remedy is only assumed if it is impossible, if it is refused by OctoMind seriously and finally, if it is unreasonably delayed, or if it is unreasonable for the Client for other reasons.
- 9.5 The Client cannot reduce the ongoing rental payment due to defects in the Software. Any right of the Client to reclaim payments made under reservation remains unaffected.
- 9.6 Termination due to a minor hindrance to the contractual use is excluded.
- 9.7 OctoMind is not liable for the infringement of third-party rights by the Client, insofar as the infringement results from exceeding the usage rights granted by the contract. In this case, the Client shall indemnify OctoMind from all third-party claims upon the first request. In the cases mentioned in the previous sentence, the Client shall also reimburse OctoMind for the costs of appropriate legal defense.
- 9.8 Otherwise, the Client can only demand damages according to the provisions of Section 21.

10. Handling of the Software After Contract Termination

- 10.1 Upon termination of the contract regarding the Software (e.g., through cancellation), the Client is entitled to export their stored Application Data. The Client must carry out data exports within 30 days after the end of the contract. If executing the data export within this period is unreasonable for the Client, OctoMind will grant a reasonable extension upon written request. After the expiry of this period and any extension, OctoMind is entitled to delete the Application Data from the server, making a data export impossible.
- 10.2 After the contract ends, the Client must cease using the Software and, unless required for the permissible data exports mentioned in 10.1, immediately return any created backup copies to OctoMind or destroy them.

11. Service Level Agreement; Scope and Delimitation

- 11.1 OctoMind commits to providing support and update services (hereinafter "**Support and Update Services**") beyond statutory warranty obligations according to further provisions in this Section 11 and Sections 12 to 16.
- 11.2 Support and Update Services always include:
 - 11.2.1 Error handling that occurs during proper use of the Software (Section 12; hereinafter "**Error Handling**").
 - 11.2.2 - Provision of Software updates (Section 13).
 - 11.2.3 - Consulting and support services related to Software malfunctions (Section 14; hereinafter "**Support**").
- 11.3 The Support and Update Services also include the handling of errors or other defects that become known in the Software independently of its use by the Client.
- 11.4 Existing warranty claims of the Client are not part of the Support and Update Services and remain unaffected.
- 11.5 Not included in the Support and Update Services are:
 - 11.5.1 Services for software that is not used under the conditions specified by OctoMind.
 - 11.5.2 The adaptation of the software to a changed hardware or software environment, including the adaptation to changed operating systems.
 - 11.5.3 The application and adaptation of interfaces and APIs.
 - 11.5.4 The handling of errors caused by the Client or third parties, including operational disruptions caused by third-party software.
 - 11.5.5 Services for software that has been modified by programming work not performed by OctoMind or its vicarious agents.
 - 11.5.6 Services for computer programs, hardware, or parts thereof that are not part of the software.
 - 11.5.7 Services for the software for which updates or other error corrections provided

by OctoMind have not been installed, provided that the reported error would be remedied by such updates, unless the installation is unreasonable for the Client for reasons not attributable to them.

11.5.8 Services that can be provided at the location of OctoMind but are performed at another location at the Client's request.

11.5.9 The instruction and training of software users.

11.5.10 Services that become necessary because the Client does not fulfill their obligations and duties under these GTC.

12. Error Handling under the Service Level Agreement

12.1 An error is present when the software does not demonstrate the functionality stipulated for its contractual application within the designated system environment during proper use, and this significantly impacts its use.

12.2 Error handling includes identifying the cause of the error, diagnosing the error, and implementing measures aimed at rectifying the error (especially security patches and bug fixes for the software). Error handling is conducted with the customary care typical for the industry.

12.3 Measures for error handling may, at OctoMind's discretion, also be provided through workaround solutions, delivery of updates, and, following consultation with the Client, through the provision of upgrades or new versions. However, unless expressly agreed otherwise, the Client has no entitlement to the delivery of an upgrade or a new version.

12.4 Error handling exclusively pertains to the most current version of the software made available to the Client.

12.5 Error handling is carried out, at OctoMind's option, either on-site at the Client's premises, at the installation site of the software, or via remote access over the internet.

12.6 The Client must report software errors to the support team (referenced in Section 14).

12.7 Upon receiving a sufficiently specified error description, which includes the error behavior, affected components of the software, and steps already undertaken, OctoMind will assess the severity of the error at its reasonable discretion and commence error handling within a period appropriate to the severity of the error. OctoMind will inform the Client about the anticipated time required for error handling.

12.8 For minor software errors that do not significantly affect the software's operational flow, the correction of the error may be deferred to the next suitable occasion when OctoMind can provide an update or patch according to its internal planning or agreements with the Client. If this occasion is expected to be more than three months away, OctoMind will communicate this to the Client.

13. Updates and Upgrades under the Service Level Agreement

13.1 OctoMind is committed to the continuous development of the Software to adapt it to technical progress. This development may result in the introduction of new functionalities, optimization of existing functionalities in terms of process and user guidance, or adaptation of data management to current technical standards. There is

no entitlement to a specific scope of development.

13.2 Updates are provided to the Client without additional charges within the framework of the existing Software on the server.

13.3 Upgrades of the Software, which introduce substantial new functionalities, are not included in the scope of free improvements. If an upgrade is available, OctoMind will make an offer to the Client for the use of these upgrades.

14. Support to the Client under the Service Level Agreement

14.1 OctoMind provides support for the Client in case of software errors via email, messaging tools, and through online usage aids within the Software to a reasonable extent, unless a specific scope of support is expressly agreed upon in the order.

14.2 Unless otherwise agreed, support to the Client is provided during the operating hours of OctoMind from Monday to Friday, excluding public holidays in Baden-Württemberg, Germany, from 09:00 to 12:00 and from 13:30 to 17:00 Central European Time (CET).

15. Cooperation and Obligations of the Client under the Service Level Agreement

15.1 OctoMind and the Client commit to close and efficient cooperation, for which the personnel, organizational, professional, and technical responsibility of the Client is essential. This includes, in particular:

15.1.1 Providing necessary documents, documentation, and information, especially regarding existing systems, devices, computer programs, and parts of computer programs that are supposed to interact with the service to be provided,

15.1.2 Documenting detected errors in provided services in a reproducible or at least traceable form and informing OctoMind immediately,

15.1.3 Providing facilities, installations, and professionally suitable personnel, as required for service provision, at their own expense,

15.1.4 Fulfilling the (cooperation) obligations, performing the (cooperation) actions, and making declarations within the agreed deadlines.

15.2 Before reporting an error, the Client is obliged to conduct an analysis of the software and hardware environment to ensure that the error is not caused by components that are not part of this contract.

15.3 If applicable, the Client shall immediately implement updates or other measures for error correction provided by OctoMind.

15.4 The Client is to thoroughly test the maintained software for defectiveness and usability in the existing hardware and software configuration before deployment. This also applies to software received as part of warranty services.

15.5 The Client ensures continuous system management of the system environment in which the software operates. The Client shall maintain their system environment (hardware and software) on an ongoing basis.

15.6 If the Client delays in performing actions for which they are responsible, OctoMind's

obligation to perform services that cannot be provided without these actions or can only be provided with unreasonable extra effort will be suspended for the duration of the delay. The Client shall reimburse OctoMind for any additional expenses caused by the delay based on the current daily or hourly rates. Further legal rights of OctoMind remain unaffected.

16. Usage Rights under the Service Level Agreement

- 16.1 Insofar as OctoMind provides the Client with computer programs or other copyright-protected works for use under this support and update agreement, OctoMind grants the Client usage rights to the extent that they have been granted to the Client according to Section 7 concerning the Software, unless an explicit and written agreement specifies otherwise.
- 16.2 Section 16.1 applies accordingly for a claim by the Client on the handover of the underlying source code.

17. Data Backup by the Client

- 17.1 The Client shall take appropriate measures to ensure data integrity in the event that the software does not function as expected. This includes, but is not limited to, regular data backups, fault diagnosis, and routine checks of data processing outcomes.
- 17.2 OctoMind operates under the assumption that all client data, which might become accessible to OctoMind or its designated third parties during maintenance or error correction, have been securely backed up by the Client, unless notified otherwise by the Client.
- 17.3 OctoMind's liability for data loss is limited to scenarios where such loss could have been prevented through the Client's adherence to regular data backup protocols. In such cases, liability is contingent upon the extent to which the Client has neglected this duty. For all other scenarios, the liability stipulations outlined in Section 21 will apply.
- 17.4 The responsibility for compliance with legal data retention obligations rests solely with the Client. Specifically, it is the Client's duty to ensure that all necessary data exports and backups are performed within the stipulated time frames to meet these obligations. OctoMind will not be held accountable for the Client's failure to comply with these legal requirements.

18. Training; Other Services

- 18.1 Additional services provided by OctoMind, particularly training sessions related to the Software, require a separate, explicit agreement unless they are already explicitly included in the order.
- 18.2 In cases where a specific fee for such additional services is not expressly agreed upon, these services will be billed based on the actual expenses incurred, in accordance with the rates generally applicable at OctoMind at the time of the service provision.

19. Compensation and Payment

- 19.1 The compensation payable by the Client for the services owed by OctoMind under the contract is specified in the order. If a fee has not been agreed upon with the Client, the price lists valid at OctoMind at the time of the order apply for services typically billed according to effort (e.g., programming activities, support), at the valid daily or hourly rates at OctoMind.
- 19.2 The statutory value-added tax is not included in the price and will be listed separately on the invoice at the legally applicable rate on the day of invoicing.
- 19.3 Prices for deliveries are understood to be plus packaging and shipping costs in the case of physical shipment. For provision for download over the internet, OctoMind bears the costs for making the services available for download; the client bears the costs for downloading.
- 19.4 Unless otherwise agreed in individual cases, the compensation owed by the client consists of a basic fee and, if applicable, an additional usage-dependent fee. The obligation to pay the aforementioned compensation begins with the operational provision of the software by OctoMind.
- 19.5 The basic fee determined in the order is to be paid monthly in advance without deduction, or - in the case of an annual subscription according to section 20.1 - annually in advance. The usage-dependent fee is billed either at the end of each calendar month or as part of additional pre-paid packages, depending on the agreement.
- 19.6 Unless otherwise specified in individual cases, the agreed compensation is due without deduction within 14 days of the invoice date. The date of payment is the date on which the amount is received by OctoMind.
- 19.7 In the event of late payment, the client is to pay default interest at the rate of nine percentage points above the respective base interest rate p.a. Furthermore, OctoMind can charge a lump sum of 40 euros. OctoMind reserves the right to claim higher interest and further damages. The lump sum according to sentence 2 will be credited against a damage compensation owed, insofar as the damage is based on the costs of legal prosecution. Any claims for maturity interest, especially against merchants according to § 353 HGB (German Commercial Code), remain unaffected.
- 19.8 OctoMind is entitled to perform or deliver outstanding deliveries or services only against advance payment or provision of security if it becomes aware of circumstances after the conclusion of the contract that are likely to significantly reduce the client's creditworthiness and by which the payment of OctoMind's outstanding claims by the client under the respective contractual relationship (including under other individual orders for which the same framework contract applies) is jeopardized.

20. Duration and Termination

- 20.1 Unless otherwise agreed, the contractual relationship has a duration of 12 months. The term of the contract begins upon the conclusion of the contract, unless a later start date

is agreed upon in the order. After the expiration of the aforementioned term, the contract term is automatically extended by another 12 months unless terminated by one of the parties with a notice period of four weeks to the end of the current contract term.

- 20.2 If we have agreed on a monthly subscription with the client, contrary to section 20.1, then the contract has a duration of one month. The term of the contract begins upon the conclusion of the contract, unless a later start date is agreed upon in the order. After the expiration of the aforementioned term, the contract term is automatically extended by one additional month at a time unless terminated by one of the parties with a notice period of seven days to the end of the current contract term.
- 20.3 Furthermore, the contract may be terminated by either party without notice for cause with immediate effect. A significant reason that entitles OctoMind to terminate includes, in particular, if the client violates OctoMind's usage rights by using the software beyond the extent permitted by the contract and does not remedy the violation within a reasonable period after receiving a warning from OctoMind.
- 20.4 Termination requires written form. Notwithstanding sentence 1, for the client, termination via email is also sufficient, provided that the email is sent from the client's email address registered with OctoMind to contracts@octomind.dev.

21. General Liability

- 21.1 OctoMind is liable – for any legal reason whatsoever – for damages or compensation for futile expenses in accordance with the following provisions under sections 21.1.1 and 21.1.2:
 - 21.1.1 In cases of intent or gross negligence, OctoMind is liable without limitation. In cases of simple negligence, OctoMind is only liable for damages resulting from the breach of a fundamental contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer regularly relies and may rely); in this case, however, OctoMind's liability is limited to the compensation of the foreseeable, typically occurring damage.
 - 21.1.2 The exclusions of liability and limitations of liability arising from section 21.1.1 do not apply insofar as OctoMind has fraudulently concealed a defect or has assumed a guarantee for the quality of the item or warranted a characteristic of the item, for damages resulting from injury to life, body, or health, as well as in the case of liability under the Product Liability Act.
- 21.2 To the extent that OctoMind's liability is excluded or limited, this also applies to the personal liability of OctoMind's legal representatives and vicarious agents.

22. Confidentiality and Data Protection

- 22.1 OctoMind and the Client commit to treating all knowledge of confidential information and trade secrets ("**Trade Secrets**") obtained in the course of contract initiation and

execution as confidential indefinitely and to use them only for the purposes of executing the contract. The Trade Secrets of OctoMind also include the software (hereinafter referred to as the "**SaaS Contract Items**") and the services provided under this contract.

- 22.2 The Client will only make SaaS Contract Items accessible to employees and other third parties to the extent necessary for exercising the usage and utilization rights granted to them. The Client will instruct all individuals to whom they grant access to SaaS Contract Items about OctoMind's rights to the respective SaaS Contract Items and the obligation to keep them secret, and will obligate these individuals in writing to confidentiality and to use the information only to the extent specified in section 22.1, provided that the relevant individuals are not already obligated to confidentiality to at least the aforementioned extent for other legal reasons.
- 22.3 The aforementioned obligations do not apply to trade secrets that:
- 22.3.1 were already obvious or known to the other contracting party at the time of their transmission by the contracting party;
 - 22.3.2 became obvious after their transmission by the contracting party without the fault of the other contracting party;
 - 22.3.3 were made accessible to the other contracting party by a third party in a lawful manner and without restriction regarding confidentiality or exploitation after their transmission by the contracting party;
 - 22.3.4 have been independently developed by a contracting party without using the trade secrets of the other contracting party;
 - 22.3.5 must be published according to law, administrative order, or judicial decision – provided that the publishing party immediately informs the other contracting party about this and supports them in defending against such orders or decisions; or
 - 22.3.6 to the extent that the use or disclosure of the trade secrets is permitted to the contracting party by mandatory legal provisions or under this contract.
- 22.4 OctoMind complies with data protection regulations, especially when OctoMind is granted access to the customer's operations or to hardware and software. OctoMind ensures that its agents also comply with these provisions. If the customer cannot exclude access by OctoMind to personal data, the parties will enter into a data processing agreement.

23. Export and Import Control

- 23.1 OctoMind and the Client are aware that the services under the contract may be subject to export and import restrictions. In particular, authorization requirements may exist, or the use of the software or related technologies abroad may be subject to restrictions.
- 23.2 The Client will comply with the applicable export and import control regulations, especially those of the Federal Republic of Germany, the European Union, and the United States of America, as well as all other relevant regulations.
- 23.3 The fulfillment of the contract by OctoMind is subject to the condition that no obstacles arise due to national and international export and import law regulations, as well as no

other legal provisions.

24. Choice of Law and Jurisdiction

- 24.1 The relations between OctoMind and the Client are exclusively governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) does not apply.
- 24.2 If the Client is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contract is the location of OctoMind's headquarters in Karlsruhe, Germany. OctoMind is also entitled to initiate legal proceedings at the Client's location as well as at any other permissible jurisdiction.

25. Final Provisions; Subcontractors

- 25.1 OctoMind is authorized to engage third parties (e.g., freelance software developers, other software providers) as subcontractors.
- 25.2 The place of performance is Karlsruhe, Germany.
- 25.3 Should a provision of these General Terms and Conditions be or become invalid, contain an impermissible time determination, or have a gap, the legal validity of the remaining provisions shall remain unaffected. Insofar as the invalidity does not result from a violation of §§ 305 ff. BGB (applicability of general terms and conditions), an effective provision that economically comes closest to what the parties intended shall be deemed agreed upon in place of the invalid provision. The same applies in the case of a gap. In the case of an impermissible period, the legally permissible measure shall apply in this case.