

Aam Digital Terms of Service

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Preamble

Aam Digital builds open-source tools to support organizations working in the public interest. Our goal is to make reliable, secure, and practical digital infrastructure accessible to organizations that serve people and communities, including organizations with limited resources.

These Terms govern access to and use of Aam Digital's hosted Service. The Service may be made available under a Free Plan or one or more Paid Plans.

We primarily offer the Free Plan to support grassroots organizations and other small mission-driven or non-profit organizations working in the public interest. We care deeply about the people and communities who rely on these tools. Even where the Free Plan does not include guaranteed support or service levels, we often try to help by improving documentation, sharing guidance through community channels, and prioritizing fixes that benefit many users.

Paid Plans are intended for organizations that need additional capacity, support, service commitments, customer-specific arrangements, or other commitments beyond what is included in the Free Plan.

Together, Free Plan and Paid Plan users support Aam Digital's mission and the long-term sustainability of the Service. Paid Plans help us continue developing, maintaining, securing, and improving the Service, while the Free Plan helps make these tools available to organizations that might otherwise have limited access to suitable digital infrastructure.

Operating a secure, stable, and sustainable service for many users requires reasonable safeguards, including usage limits, eligibility criteria, security measures, and the ability to respond to abuse, security risks, legal requirements, technical changes, and operational constraints.

This preamble explains the background and intent of these Terms. The specific legal rights and obligations are set out in the sections below and the documents referenced in these Terms.

1. Definitions

In these Terms of Service (the "Terms"), the following definitions apply:

- "Agreement" means these Terms together with the other documents, if any, that are expressly made part of the Agreement under Section 2, including the applicable Plan Schedule, any applicable Order Form, the DPA where relevant, Annex A where applicable, and any customer-specific addendum, schedule, or other document expressly designated as binding.
- "Additional Paid Services" means setup, configuration, training, data migration, consulting, custom feature development, support, or other professional or operational services purchased separately, whether or not together with an applicable Plan, and described in an Order Form or other binding agreement document.

- “Annex A” means Annex A to these Terms, containing consumer information on the right of withdrawal where applicable.
- “Authorized Users” means users authorized by Customer to access the Service under Customer’s account.
- “Consumer” means a Customer who is a natural person who enters into these Terms for purposes that are predominantly outside that person’s trade, business, profession, or official duties.
- “Customer” means the person or legal entity accepting these Terms, whether as a Consumer or a Non-Consumer Customer.
- “Customer Content” means data, content, files, and personal data submitted to the Service by or on behalf of Customer or Authorized Users.
- “Customer Instance” means a single Aam Digital system/instance made available to Customer as part of the hosted Service under the Agreement.
- “Customer-Specific Subprocessor” has the meaning given in the DPA.
- “Documentation” means Provider’s user guides and technical documentation published by Provider for the Service in its official documentation/help center and/or in-app help, as updated from time to time. Documentation excludes marketing materials, sales presentations, product roadmaps, blog posts, community/forum content, and third-party materials, even if referenced.
- “DPA” means the data processing agreement that applies between Provider and Customer for the Service, whether in Provider’s standard form published at <https://www.aam-digital.com/legal/data-processing-agreement> or in another form expressly agreed in writing.
- “Free Plan” means the no-fee plan described in the Plan Schedule.
- “Non-Consumer Customer” means a Customer that is not a Consumer, including, for example, organizations such as NGOs, associations, foundations, social enterprises, companies, public-law bodies, and public sector entities, as well as natural persons acting in the course of their trade, business, profession, or official duties.
- “Order Form” means a written or electronic order, subscription confirmation (in-app or outside), or statement of work, in each case referencing or incorporating these Terms.
- “Paid Plan” means any paid subscription plan for the SaaS Service as specified in an applicable Order Form.
- “Plan” means either the Free Plan or one or more Paid Plans for the SaaS Service.
- “Plan Schedule” means the Aam Digital Plan Schedule that forms part of the Agreement under Section 2.
- “Provider”, “we”, “us” means Aam Digital GmbH.
- “SaaS Service” means the Service (Software-as-a-Service) provided over the internet in a hosted environment operated by Provider.
- “Self-Hosted” means running the Software on infrastructure operated by Customer or a third party on Customer’s behalf.
- “Service” means Provider’s hosted Software service and related services provided under these Terms.

- “Software” means the Aam Digital software made available by Provider and/or its contributors (as applicable).
- “Standard Subprocessor” has the meaning given in the DPA.
- “TOMs” means Provider’s Technical and Organizational Measures that form part of the DPA.

2. Structure of the Agreement and Order of Precedence

The Agreement governs Customer’s use of the Service. Not all documents listed in the definition of Agreement apply in every case.

Only documents that these Terms, an applicable Order Form, or another binding agreement document expressly identify as forming part of the Agreement are part of the Agreement. This may include, for example, a customer-specific addendum, implementation schedule, service description, security schedule, or other negotiated document expressly designated as binding.

If there is a conflict between documents forming part of the Agreement, the following order applies (highest priority first), unless the relevant document expressly states otherwise:

1. The applicable Order Form prevails, except that any customer-specific addendum or other negotiated document expressly identified in the Order Form as prevailing over specified provisions will prevail to that extent.
2. Plan Schedule.
3. These Terms.

For data protection matters, the DPA prevails over all other documents to the extent of conflict. If Annex A (Consumer Information) applies, it prevails over conflicting clauses to the extent required by mandatory law.

Documentation is provided for convenience and is informational only. It does not create independent warranties or binding commitments unless an Order Form or another document expressly incorporated into the Agreement makes specific Documentation binding. Documentation may be used to understand how the Service generally operates, but in the event of a conflict the Order Form, Plan Schedule, and these Terms prevail.

Public plan/pricing overviews, feature matrices, and similar sales, onboarding, or in-app comparison materials are provided to explain current packaging and feature availability. They do not, by themselves, create customer-specific commitments or override the Plan Schedule or an applicable Order Form unless expressly incorporated into the Agreement as binding.

3. Eligibility, Customer Type, and Geographic Use

3.1 Non-consumer and consumer use. The Service may be used by Non-Consumer Customers (e.g. registered organizations) and Consumers. If Customer is a Consumer resident in the EEA or the UK, Annex A (Consumer Information - Right of Withdrawal) applies only to the extent mandatory law grants Customer a right of withdrawal for distance contracts. For Consumers outside the EEA/UK, mandatory consumer protection laws in Customer’s place of residence remain unaffected.

3.2 Authority. If Customer accepts these Terms on behalf of an organization, Customer represents that Customer has authority to bind that organization. If Customer does not have such authority, Customer must not accept these Terms.

3.3 Free Plan audience and availability. The Free Plan is primarily intended for grassroots organizations and similar small mission-driven organizations that can use the Service on a self-

serve basis and within the limits of the Free Plan. Provider may make the Free Plan available to other Customers at its discretion. Some use cases, including larger deployments, complex operational needs, heightened security or compliance requirements, or needs for individual support or transition assistance, may require a Paid Plan or a separately agreed setup so that the organization, the people whose data is processed, and the sustainability of the Free Plan are appropriately protected. Where Provider reasonably determines that a Customer, or the Customer's intended or actual use of the Service, falls outside the intended audience or suitability criteria for the Free Plan, Provider may decline to provide the Free Plan, place reasonable limits on Free Plan access, require an upgrade to a Paid Plan, or terminate the Free Plan in accordance with Section 13.2.

3.4 Export controls and sanctions. Customer must comply with applicable export-control and sanctions laws and must not use the Service in violation of such laws. Provider may suspend, restrict, or terminate access where necessary or reasonably appropriate to comply with applicable export-control or sanctions laws, or to avoid providing the Service in a manner prohibited by such laws.

4. Contract Formation and Account Administration

4.1 Formation. Customer enters into the Agreement with Provider when Customer accepts these Terms through a registration, checkout, subscription, click-accept, or similar acceptance process made available by Provider, or when Customer executes or accepts an Order Form that references these Terms.

4.2 Organization accounts and admins. An organization account must have at least one administrator ("Admin"). Admins can manage Authorized Users, settings, and, where available under the applicable Plan, permissions. Customer is responsible for the acts and omissions of its Admins and Authorized Users in connection with the Service.

4.3 Credentials. Customer must ensure that Authorized Users keep credentials confidential and use reasonable security measures. Customer must also protect API credentials and other machine-to-machine access credentials issued for Customer's environment against unauthorized access. API credentials are separate from individual Authorized User accounts and do not inherit an individual user's permissions. Customer is responsible for activities performed using credentials issued for its environment to the extent such activities result from Customer's or an Authorized User's breach of the credential or security obligations under the Agreement or other conduct for which Customer is legally responsible. Customer is not responsible to the extent the activity is caused by Provider's breach of the Agreement.

5. Plans, Upgrades, and Entitlements

5.1 Plans. The Free Plan features, limits, feature availability, and operational commitments are set out in the Plan Schedule. The Plan Schedule may also describe how feature availability and plan packaging are communicated, including through plan/pricing overviews or in-app plan comparisons. Paid Plan entitlements, fees, term, included support, service levels, included features/add-ons, and other customer-specific commitments are set out in the applicable Order Form. The Plan Schedule also contains default and framework provisions that apply to Paid Plans where stated in the Plan Schedule, unless varied by the applicable Order Form.

5.2 Upgrades. Customer may upgrade from the Free Plan to a Paid Plan by completing the upgrade flow and, where applicable, accepting an Order Form and providing a valid payment method. Paid Plan terms take effect when confirmed in the applicable Order Form or subscription flow.

5.3 No rights beyond the Plan. Customer's right to use the Service is limited to the scope of the applicable Plan and these Terms. Provider may enforce usage limits through technical controls such as storage limits, user caps, rate limits, or feature restrictions.

6. Acceptable Use and Restrictions

Customer will use the Service only in compliance with applicable law and these Terms.

Customer must not, and must ensure Authorized Users do not:

- use the Service to process data unlawfully, including without a valid legal basis where required;
- upload malware, attempt to disrupt the Service, or probe or scan for vulnerabilities without authorization;
- attempt to bypass technical limits, rate limits, access controls, or security features, including by creating multiple Free Plan accounts or systems/instances to circumvent plan restrictions;
- share individual user accounts, login credentials, or authentication factors with unauthorized persons, or share access tokens or API credentials except with systems, applications, or persons authorized by Customer for permitted API or integration use;
- use the Service for illegal, abusive, or harmful content or activity (including hate, terrorism, or exploitation);
- reverse engineer the Service except to the extent permitted by mandatory law;
- resell, rent, or provide the Service to third parties as a service bureau unless expressly permitted in an Order Form.

Provider may suspend, limit, or throttle access where reasonably necessary to protect the Service, other customers, or Provider's systems, or where required by law, as further described in Section 14.

7. Customer Content and Customer Responsibilities

7.1 Customer Content. Customer retains all rights in Customer Content. Provider does not acquire ownership rights in Customer Content. Customer grants Provider a non-exclusive right to host, process, transmit, and display Customer Content solely to provide, secure, maintain, and support the Service and comply with applicable law in accordance with these Terms. Provider will not sell Customer Content or use Customer Content for advertising, profiling, or model training.

7.2 Customer responsibilities. Customer is responsible for (a) the accuracy, quality, and legality of Customer Content, (b) ensuring it has the rights and permissions needed to provide Customer Content to the Service, and (c) configuring and using the Service appropriately.

7.3 Sensitive data. Customer acknowledges that the Service may be used to process sensitive personal data. Because many Customers work with sensitive communities, Provider designs and operates the hosted Service with appropriate technical and organizational security measures as described in the DPA and TOMs. Customer remains responsible for determining whether the Service is suitable for Customer's specific use case and for implementing appropriate organizational measures, including access controls and user training.

7.4 Prohibited content. Customer must not upload content that infringes third-party rights or violates applicable law. Provider may remove or restrict access to content where required to comply with law, enforce these Terms, or protect the Service and its users.

8. Intellectual Property (IP), Open Source, and Feedback

8.1 Provider IP. Provider and its licensors retain all rights in the Service, Documentation, and Provider trademarks. No rights are granted except as expressly stated.

8.2 License to use the Service. Subject to these Terms and the applicable Plan, Provider grants Customer a limited, non-exclusive, non-transferable right for Authorized Users to access and use the Service during the term of the Agreement.

8.3 Open-source components. The Software includes components licensed under open-source licenses. Customer's rights to use, modify, and distribute those components are governed by the applicable open-source licenses and not by these Terms.

8.4 Self-Hosted use and self-hosted services. If Customer downloads, runs, or operates the Software outside Provider's hosted Service (a "Self-Hosted Deployment"), use of the Software code is governed by the applicable open-source licenses and notices. Provider does not provide hosting, uptime commitments, backups, restores, or operational security obligations for Self-Hosted Deployments unless expressly agreed in a separate Order Form. If Customer purchases services from Provider relating to a Self-Hosted Deployment, the applicable Self-Hosted Terms and the relevant Order Form apply to those services. Hosted-service-specific commitments in these Terms do not apply to a Self-Hosted Deployment unless expressly stated otherwise in those separate documents. Where Provider processes personal data on behalf of Customer in connection with self-hosted services purchased from Provider, the DPA applies to that processing unless the parties expressly agree on separate data processing terms.

8.5 Feedback. If Customer provides feedback, suggestions, or ideas, Customer grants Provider a worldwide, royalty-free, irrevocable license to use and incorporate that feedback without obligation to Customer.

8.6 Custom feature development. Unless an applicable Order Form or other binding agreement document expressly states otherwise, Additional Paid Services involving custom feature development do not transfer ownership of intellectual property rights to Customer and do not create exclusivity. Provider and its licensors retain all intellectual property rights, title, and interest in and to the resulting software, code, features, improvements, modifications, and related technical materials, subject to applicable open-source licenses. Provider may use, reuse, modify, integrate, publish, and make such developments available as part of the Software or Service or otherwise, subject to the Agreement and applicable law. Customer's rights in Customer Content remain unaffected.

9. Privacy and Data Protection

9.1 Roles and DPA. In providing the Service, and where applicable self-hosted services purchased from Provider, Provider may process personal data on behalf of Customer. Unless the parties expressly agree on a non-standard DPA in writing, Provider's standard DPA published at <https://www.aam-digital.com/legal/data-processing-agreement> is incorporated into the Agreement and forms part of these Terms. Where Provider processes personal data on behalf of Customer in connection with self-hosted services, the DPA applies to that processing unless the parties expressly agree separate data processing terms. Provider's privacy notices describe processing for which Provider acts as controller.

9.2 Customer obligations. Customer is responsible for providing notices and obtaining consents required under applicable law. Customer will not provide personal data to Provider except as permitted by the Agreement (including the DPA) and applicable law.

9.3 Security measures. Provider maintains appropriate technical and organizational measures as described in the DPA. Customer is responsible for securing its own devices, networks, account access, and use of the Service.

10. Confidentiality

10.1 Confidential Information. Each party may receive Confidential Information from the other. “Confidential Information” means non-public information marked or reasonably understood as confidential, including business, technical, security, and commercial information. Non-public Customer Content is also Customer’s Confidential Information, except to the extent it is subject to more specific rules under Section 7, Section 9, the DPA, or another applicable Agreement document.

10.2 Obligations. The receiving party will use Confidential Information only to perform under the Agreement and will protect it using reasonable care, and not less than the care used to protect its own similar confidential information.

10.3 Exceptions. Confidentiality obligations do not apply to information that is (a) publicly available without breach, (b) independently developed, (c) lawfully received from a third party without confidentiality obligation, or (d) required to be disclosed by law or binding order, provided the receiving party gives notice where legally permitted.

10.4 Duration. Confidentiality obligations for Customer Content, personal data, security information, and trade secrets continue for as long as the information remains non-public and confidential by its nature, subject to applicable law and the Agreement’s deletion provisions. Other Confidential Information remains protected for five years after termination.

11. Third-Party Services and Integrations

The Service may support integrations with third-party services. Provider is not responsible for third-party services or processing performed by Customer-selected recipients or systems, and third-party terms may apply. Customer is responsible for obtaining necessary rights, configuring integrations appropriately, and complying with third-party terms and applicable law.

Customer may use API, reporting, export, email-notification, integration, or similar functionality to make Customer Content available to, or transmit it to, systems, recipients, or destinations selected by Customer or its Authorized Users. Customer determines which Customer Content is made available through such functionality and is responsible for the configuration, authorized recipients and destinations, protection and use of API credentials, the lawfulness and security of downstream processing, and any applicable international-transfer requirements.

Customer-selected systems, recipients, email services, or other destinations are not subprocessors engaged by Provider merely because the Service makes Customer Content available to them or facilitates a Customer-directed transmission. Customer’s authorized configuration and use of such functionality constitutes Customer’s documented instruction to Provider under the DPA. Provider does not select, approve, or monitor Customer-selected destinations and is not required to independently determine their location, identity, or legal status except to the extent required by applicable law. Nothing in this Section excludes obligations imposed directly on Provider by applicable law.

12. Fees, Taxes, and Payment (Paid Plans)

12.1 Fees. Fees for Paid Plans are set out in the applicable Order Form. The Free Plan is EUR 0.

12.2 Payment. Unless otherwise stated in an Order Form, fees are due in advance. Invoices are payable within fourteen (14) days. Provider may suspend a Paid Plan for overdue payments after reasonable notice and an opportunity to cure.

12.3 Taxes and consumer prices. Unless expressly stated otherwise, fees for Non-Consumer Customers are exclusive of applicable taxes, duties, or similar governmental charges. For Consumers, prices will be shown inclusive of applicable VAT and any other mandatory charges where required by mandatory law. Where Provider is required by law to charge, collect, and/or remit taxes - for example VAT for consumers in the EU/EEA/UK - Provider may invoice or charge those amounts in accordance with applicable law, the applicable Order Form, and the checkout or subscription flow.

Withholding taxes. If a Non-Consumer Customer is required by law to withhold or deduct taxes from payments to Provider, that Non-Consumer Customer shall timely withhold and remit such taxes to the competent authority and provide Provider with appropriate evidence. Except where prohibited by law or expressly agreed otherwise in an Order Form, the Non-Consumer Customer shall increase the payment as necessary so that Provider receives the same net amount it would have received if no withholding or deduction had been required. The parties shall reasonably cooperate to obtain any available reduction, exemption, refund, or relief from withholding taxes, including by providing applicable tax documentation where reasonably required.

12.4 Price changes. For Non-Consumer Customers, Provider may change the fees for a Paid Plan with effect from the start of a future subscription period by giving at least thirty (30) days' prior notice in text form. If Customer does not wish to continue at the changed price, Customer may terminate the affected Paid Plan before the price change takes effect; termination will be effective at the end of the then-current subscription period. Price changes do not affect amounts already paid. For Consumers, Provider may propose changes to the fees for future billing periods. A price increase requires the Consumer's agreement unless applicable law permits the increase without such agreement. If the Consumer does not agree, the existing price continues unless the Paid Plan is terminated in accordance with Section 13.3. Any prepaid fees attributable to the period after the effective date of termination will be refunded in accordance with Section 13.3 and mandatory law.

12.5 Additional Paid Services. Customer may purchase Additional Paid Services as described in an applicable Order Form or other binding agreement document. The scope, fees, pricing basis, estimated or maximum quantity where applicable, specific deliverables, and other commitments for those services are determined by that document. Provider will perform Additional Paid Services with reasonable care and skill. Customer shall provide the cooperation, access, information, decisions, and personnel reasonably required for Provider to perform the agreed services. If Additional Paid Services are defective, Provider shall, where appropriate and permitted by applicable law, be given a reasonable opportunity to remedy or re-perform the affected services. This does not exclude any applicable statutory remedies, termination or withdrawal rights, rights to a reduction of fees, or claims for damages that cannot validly be excluded or limited under the Agreement or applicable law. For Consumers, mandatory statutory rights and any mandatory sequence of remedies remain unaffected. Services that Provider is required to perform without switching charges under Sections 20.4 to 20.8 and applicable EU Data Act law are not Additional Paid Services. Customer may separately purchase services that go beyond Provider's mandatory switching obligations.

13. Term and Termination

13.1 Term. These Terms begin on the date Customer accepts them and continue until terminated.

13.2 Free Plan.

- (a) Customer termination. Customer may terminate the Free Plan at any time in text form, including by in-app cancellation or email.
- (b) Suspension or termination for cause. Provider may suspend Customer's Free Plan access immediately where reasonably necessary under Section 14. Provider may terminate the Free Plan for cause where, taking into account the circumstances of the individual case and the interests of both parties, continuation of the contractual relationship cannot reasonably be required. Where the cause consists of a remediable breach of the Agreement, termination will ordinarily occur only after Customer has failed to remedy the breach within a reasonable period following notice or after an unsuccessful warning, unless such notice, cure period, or warning is not required under applicable law or the circumstances justify immediate termination. This does not limit Provider's right to suspend or restrict access immediately where permitted under Section 14.
- (c) Use outside Free Plan suitability criteria. Where Provider reasonably determines that Customer, or Customer's intended or actual use of the Service, is outside the intended audience or suitability criteria for the Free Plan, including because the use case requires a different level of support, security, compliance, capacity, or planning, Provider may place reasonable limits on Free Plan access, require an upgrade to a Paid Plan, or terminate Free Plan access by giving thirty (30) days' notice in text form, unless immediate suspension is reasonably necessary to protect the Service, other customers, or comply with applicable law. Where feasible, Provider will use reasonable efforts to explain the reason and, before termination takes effect, maintain a reasonable opportunity for Customer to export Customer Content through the export functionality then available in the Service.
- (d) Operational or program reasons. Provider may terminate Customer's Free Plan access by giving thirty (30) days' notice in text form where Provider decides to stop providing the Free Plan to Customer for operational, capacity, sustainability, program, product, or similar reasons not covered by other specific termination rights in this Section 13.2. Where Customer Content exists, export, post-termination retention, assisted retrieval, and deletion are governed by Section 20, the Plan Schedule, the applicable Order Form, and the DPA where relevant.
- (e) Unactivated accounts. Provider may terminate and delete a Free Plan account and any associated Customer Instance if the Free Plan account has not been activated within thirty (30) days after creation. For this purpose, "activated" means that Customer has confirmed the email address associated with the initial administrator account. Because the Service cannot be used and Customer Content cannot be submitted before activation, Provider is not required to provide an export opportunity, post-termination retention period, assisted retrieval, or other handover before deletion under this paragraph.
- (f) Early inactivity after creation. Provider may terminate a Free Plan Customer Instance if neither Customer nor any Authorized User has logged in to or otherwise used the Customer Instance while authenticated during the period beginning thirty (30) days after creation and ending ninety (90) days after creation. Provider will give at least thirty (30) days' prior notice in text form before termination under this paragraph. The notice will explain how Customer may keep the Customer Instance active and will remind Customer to export Customer Content if Customer does not want the Customer Instance to be terminated. If Customer or any Authorized User logs in to or otherwise uses the Customer Instance while authenticated, or Customer notifies Provider during the notice period that the Customer Instance should remain active, Provider will not terminate it on this basis. Following termination, export, post-termination retention, assisted retrieval, and deletion are governed by Section 20, the Plan Schedule, the applicable Order Form, and the DPA where relevant.

(g) Prolonged inactivity. Provider may terminate a Free Plan Customer Instance by giving at least thirty (30) days' prior notice in text form where neither Customer nor any Authorized User has logged in to or otherwise used the Customer Instance while authenticated for a continuous period of six (6) months. Where termination is based on inactivity, the notice will explain how Customer may keep the Customer Instance active before the termination takes effect and will remind Customer to export Customer Content if Customer does not want the Customer Instance to be terminated. If Customer or any Authorized User logs in to or otherwise uses the Customer Instance while authenticated, or Customer notifies Provider during that notice period that the Customer Instance should remain active, Provider will not terminate the Customer Instance on that basis. Following termination, export, post-termination retention, assisted retrieval, and deletion are governed by Section 20, the Plan Schedule, the applicable Order Form, and the DPA where relevant.

13.3 Paid Plans. The applicable Order Form determines the subscription period, billing/payment schedule, renewal or continuation model, any fixed end date, and ordinary termination rights for a Paid Plan. Where the Order Form identifies a monthly or annual Paid Plan but does not separately state a subscription period, the subscription period is one (1) month or twelve (12) months, respectively. Unless the Order Form states that the Paid Plan is non-renewing or specifies another arrangement, the following default rules apply. For Non-Consumer Customers, a Paid Plan automatically renews for successive subscription periods of the same length. Either party may give notice of ordinary termination at any time, with termination effective at the end of the then-current subscription period. Where a Paid Plan covers more than one Customer Instance, a notice of ordinary termination may identify one or more Customer Instances rather than the entire Paid Plan, unless the applicable Order Form expressly provides otherwise. Such partial termination takes effect under the same timing rules as ordinary termination of the Paid Plan and does not terminate the Agreement or Services for the remaining Customer Instances. Fees and entitlements for the remaining scope after the effective date of partial termination are determined under the applicable Order Form, the Plan Schedule, and Provider's applicable pricing for that scope, subject to Section 12.4 where relevant. For Consumers, the first subscription period selected at contract formation is the initial fixed term and will not exceed twenty-four (24) months unless a longer term is permitted by mandatory law. A Consumer may give notice at any time during the initial fixed term with effect at the end of that initial term. After that initial term, the Paid Plan continues for an indefinite period unless a different arrangement is expressly permitted by mandatory law. The agreed billing/payment schedule may continue unchanged, including annual billing, and does not by itself create a new fixed term. During the indefinite continuation, either party may ordinarily terminate the Paid Plan at any time with one month's notice, subject to any shorter notice period required by mandatory law. If fees have been paid in advance for a period extending beyond the effective date of termination, Provider will refund the proportionate amount attributable to the period after termination, except to the extent early termination compensation is payable under Section 20.8 and may be set off against that amount. If the Order Form specifies that the Paid Plan is non-renewing, the Paid Plan ends automatically on the agreed end date, without ordinary termination being required, unless the parties expressly agree to continue it. The subscription period and the billing/payment schedule are separate. How often or when Customer is billed does not change the agreed subscription period or the applicable renewal or continuation rules. Provider may suspend a Paid Plan where permitted under Section 14. Provider may terminate a Paid Plan for cause where, taking into account the circumstances of the individual case and the interests of both parties, continuation of the contractual relationship cannot reasonably be required. Where the cause consists of a remediable breach of the Agreement, termination will ordinarily occur only after Customer has failed to remedy the breach within a reasonable period following notice or after an unsuccessful warning, unless such notice, cure period, or warning is not required under applicable

law or the circumstances justify immediate termination. Non-payment is handled in accordance with Section 12.2. This does not limit Provider's right to suspend or restrict access immediately where permitted under Section 14 or to terminate immediately where required by applicable law or justified by the circumstances. Ordinary termination under this Section 13.3 is separate from statutory Data Act Switching under Sections 20.4 to 20.8. If Data Act Switching terminates one or more Customer Instances before the end of an agreed subscription period, those Sections govern the switching process, termination date, retrieval period, and any applicable early termination compensation.

13.4 Effect of termination. Upon termination, Customer's right to normal use of and access to the affected Service ends. If termination applies only to one or more Customer Instances or another identifiable part of the Service, this Section applies only to the terminated scope and the Agreement continues for the remaining Customer Instances and Services. Data export before termination, post-termination retention, assisted retrieval, and deletion are governed by Section 20, the Plan Schedule, the applicable Order Form, and the DPA where relevant. Where Sections 20.4 to 20.8 apply, the post-switch retrieval rights stated there survive termination of the relevant Customer Instances. Sections intended to survive - including IP, confidentiality, payment obligations, limitation of liability, indemnification, and governing law - remain in effect.

14. Suspension and Protective Measures

14.1 Protective actions. Provider may suspend, limit, or throttle access to the Service where reasonably necessary to (a) prevent or address security threats, (b) stop abuse or illegal activity, (c) enforce Plan limits, (d) protect the Service or other customers, (e) comply with law or binding orders, or (f) avoid material operational harm.

14.2 Notice and restoration. Where reasonably feasible, Provider will notify Customer of a suspension or material limitation and will use reasonable efforts to restore access promptly once the underlying issue has been resolved or appropriate safeguards are in place.

15. Changes to Service, Plans, and Agreement Terms

15.1 Service and Plan changes. Sections 15.1 to 15.4 govern unilateral Service and Plan changes by Provider. Nothing in those Sections limits the parties' ability to agree Service or Plan changes by mutual agreement.

Provider may update, modify, replace, or discontinue features or other elements of the Service or a Plan where reasonably necessary to:

- (a) comply with applicable law, regulatory requirements, binding orders, or changes in legal interpretation;
- (b) maintain, restore, or improve the security, integrity, availability, stability, or conformity of the Service;
- (c) prevent abuse, fraud, spam, misuse, or other harmful activity;
- (d) reflect technical developments, changes to infrastructure, or changes to third-party services, dependencies, integrations, or providers;
- (e) improve usability, performance, or maintainability, redesign workflows or user interfaces, or otherwise develop the Service in response to technical or operational needs;
- (f) align the Service with changes to product offerings, support models, packaging, delivery models, capacity, cost, or sustainability considerations, including for future periods; or

(g) correct errors, inconsistencies, or ambiguities in the Service, non-contractual Plan descriptions, or related customer-facing materials.

Any modification under this Section will not impose additional charges for the Customer's existing Plan during the then-current term unless Customer expressly agrees otherwise.

Where mandatory rules on modifications of digital products apply to a Consumer, a Service or Plan modification under this Section 15.1 is subject to those rules, including any requirements concerning valid reasons for modifications, additional costs, information, and termination rights.

15.2 Notice; meaning of material adverse change. A change permitted under Section 15.1 may or may not constitute a material adverse change. This Section 15.2 determines when the additional notice and Customer rights applicable to a material adverse change apply. Provider will notify Customer in text form at least thirty (30) days before a material adverse Service or Plan change takes effect, where feasible. Where advance notice is not reasonably feasible because immediate or earlier implementation is reasonably necessary to address an urgent security risk, active abuse, a binding legal requirement, or a material risk to Service stability or integrity, Section 15.4 applies.

Where mandatory rules on modifications of digital products apply to a Consumer, Provider will provide any information about a modification in the form, manner, and timeframe required by those rules. Information that does not require advance notice or a durable medium may be provided through the Service, including through in-app notices or release notes, or another appropriate customer-facing channel. In particular, where required by mandatory law because a modification impairs the Consumer's access to or usability of the Service more than insignificantly, Provider will inform the Consumer within a reasonable period before the modification takes effect, on a durable medium where required, about the modification and any applicable statutory termination rights. The classification of a change under this Section as a material adverse change or otherwise does not limit any mandatory rights of a Consumer.

A "material adverse change" means:

- (a) for the Free Plan, a change that materially reduces the core functionality, stated plan limits, or other express operational commitments of the Free Plan, or materially restricts access to Customer Content or available export rights, in a way that significantly impairs the Free Plan's normal intended use; and
- (b) for a Paid Plan, a change that materially reduces functionality, stated limits, support commitments, SLA commitments, export rights, or other service commitments that are expressly included in the applicable Order Form or that otherwise apply to the Paid Plan under the Plan Schedule for the current term.

The following do not by themselves constitute a material adverse change:

- (i) updates, patches, bug fixes, error corrections, maintenance, performance improvements, or security measures;
- (ii) measures to prevent abuse or protect the Service, other customers, or Provider's systems;
- (iii) changes required by law, regulation, binding orders, or necessary third-party provider requirements;
- (iv) changes to user interface, workflows, technical architecture, underlying technology, or the manner in which functionality is delivered, so long as any expressly committed functionality for the current term remains materially available;
- (v) changes to optional, beta, preview, experimental, ancillary, or third-party integration features, except to the extent such functionality is expressly committed for the current term; or

(vi) the introduction of new optional features, add-ons, or plans, or changes that apply only to a new plan chosen by Customer.

Routine maintenance, bug fixes, security updates, backend or technical changes that do not meaningfully alter customer-facing functionality, and other non-material changes may be implemented in the ordinary course without individual advance notice, subject to any mandatory information or notice requirements. Other ordinary product changes may be communicated through in-app notices, release notes, or similar customer-facing channels where appropriate.

15.3 Rights if Customer does not agree to a material adverse Service or Plan change. If Customer does not agree to a material adverse Service or Plan change, Customer may object in text form before the effective date of the change.

(a) Non-Consumer Customers. If a Non-Consumer Customer objects, the affected Plan or, if reasonably necessary, the Agreement will terminate on the effective date of the change unless the parties agree otherwise.

(b) Consumers. Where mandatory rules on modifications of digital products apply to a Consumer, the Consumer may exercise any termination right arising under those rules within the applicable statutory period and subject to the conditions provided by mandatory law. In addition, if a material adverse change under Section 15.2 does not give rise to such a statutory termination right, the Consumer may terminate the affected Plan or, where reasonably necessary, the Agreement with effect from the effective date of the change by giving notice before that date. Continued use by a Consumer does not by itself waive any mandatory rights.

The contractual objection and termination mechanism in this Section 15.3 does not apply to changes that are required by law, are necessary to maintain or restore conformity of the Service, address urgent security issues, prevent abuse, protect the integrity or stability of the Service, or apply only to optional new features, beta, preview, or experimental features that are not expressly committed for the current term, or to a new plan chosen by Customer. This does not limit any termination or other rights that a Consumer has under mandatory law.

15.4 Emergency Service and Plan changes. Provider may make a Service or Plan change immediately, without advance notice, where immediate or earlier implementation is reasonably necessary to address an urgent security risk, active abuse, a binding legal requirement, or a material risk to Service stability or integrity, to the extent permitted by applicable law. Provider will notify Customer as soon as reasonably practicable. Mandatory Consumer rights remain unaffected.

15.5 Unilateral contractual amendments. This Section governs unilateral amendments by Provider. Provider may propose amendments to the Agreement for other reasons at any time, but such amendments take effect only if agreed by Customer, unless another provision of the Agreement or applicable law permits the amendment without separate agreement. Nothing in this Section limits the parties' ability to amend the Agreement by mutual agreement.

Provider may amend these Terms or the Plan Schedule where reasonably necessary to comply with applicable law, regulatory requirements, binding orders, or changes in legal interpretation; correct errors, inconsistencies, or ambiguities; update administrative information; or reflect technical, operational, or product changes that require a corresponding contractual adjustment, provided that, to the extent the content of the amendment is within Provider's discretion, the amendment does not unreasonably alter the contractual balance to Customer's detriment. For Non-Consumer Customers, Provider will give at least thirty (30) days' prior notice in text form of a material contractual amendment where feasible. If a Non-Consumer Customer objects in text form to a material contractual amendment before its effective date, the affected Plan or, if reasonably necessary, the Agreement will terminate on the effective date of the amendment unless the parties

agree otherwise. Where, for any Customer, an amendment is required to comply with a binding legal or regulatory requirement that must be implemented before the ordinary amendment procedure can reasonably be completed, the amendment may take effect earlier to the extent permitted by applicable law, and Provider will give notice as soon as reasonably practicable. Where advance notice was not reasonably feasible and the Non-Consumer Customer objects promptly after receiving notice, the affected Plan or, if reasonably necessary, the Agreement will terminate promptly after Provider receives the objection unless the parties agree otherwise. For Consumers, a material amendment of contractual rights or obligations requires Customer's agreement unless another specific contractual mechanism in the Agreement validly authorizes the amendment or applicable law permits or requires the amendment to take effect without separate agreement; continued use alone does not constitute agreement to such a material amendment. Administrative or non-substantive amendments that do not materially affect Customer's rights or obligations may take effect on posting or notice, as appropriate and to the extent legally permissible, subject to mandatory law. A conforming update to the Plan Schedule that merely records a Service or Plan change validly made under Sections 15.1 to 15.4 does not constitute a separate contractual amendment under this Section 15.5 and is governed by the applicable Service or Plan change provisions.

16. Free Plan - Special Terms and Disclaimers

16.1 Free Plan commitments. The Free Plan is offered free of charge to broaden access to the Service, and we want it to be genuinely useful and dependable. However, because no Fees are charged for the Free Plan, we cannot make the same commitments for the Free Plan as for Paid Plans. Accordingly, the Free Plan is subject only to the commitments, if any, expressly stated in these Terms and the applicable Plan Schedule and is otherwise provided without additional warranties, guarantees, service level commitments, or support commitments. Where mandatory consumer rights relating to the conformity or quality of digital products apply to a Consumer, those rights remain unaffected.

16.2 No implied operational commitments. Except as expressly stated in these Terms or the applicable Plan Schedule, the Free Plan does not include service levels, service credits, support commitments, disaster recovery commitments, migration assistance, customer-specific recovery commitments, or other operational commitments. Backup and restore-related rights for the Free Plan apply only as expressly described in the Plan Schedule. Any assistance for Free Plan users beyond those express commitments remains subject to technical feasibility, reasonable verification, security, confidentiality, data protection, operational feasibility, and any applicable additional fees determined and communicated in accordance with the Plan Schedule or otherwise agreed in advance. Nothing in this Section 16 limits switching, portability, retrieval, or assistance that Provider must provide without switching charges under Sections 20.4 to 20.8 or mandatory law.

16.3 Best-effort assistance. Provider may, in its discretion, provide help, guidance, or operational assistance to Free Plan users. Provider aims to prioritize discretionary assistance where issues affect security, access to Customer Content, or a broader group of users. Any such assistance remains voluntary, may be limited or discontinued, and does not create an ongoing support obligation or modify the Agreement.

16.4 Changes and discontinuation. Provider may modify, limit, replace, or discontinue elements of the Free Plan, including features, limits, and eligibility criteria, or may discontinue the Free Plan as an offering, in accordance with the applicable provisions of Section 15 and Section 7 of the Plan Schedule. The Free Plan-specific rules concerning material adverse changes, discontinuation, notice, transition, and export opportunities are set out in those provisions.

16.5 Mandatory law. Nothing in this section excludes rights or limits liability where not permitted by mandatory law.

17. Warranties and Disclaimers

17.1 Paid Plans. Provider will use commercially reasonable efforts to provide the Service in accordance with these Terms and the applicable Order Form. Except where expressly incorporated as binding, Documentation is informational and does not itself create warranties or binding commitments. Any customer-specific commitment or deviation from the default terms that would otherwise apply under the Agreement applies only if expressly stated in the applicable Order Form, the Plan Schedule, or another binding agreement document. The Plan Schedule may describe supporting framework provisions or default operational provisions for Paid Plans. Except for Plan Schedule provisions that expressly apply by default, the Plan Schedule does not by itself create additional Paid Plan commitments unless the applicable Order Form expressly incorporates those provisions or states that they apply.

17.2 Disclaimer. Except as expressly stated in the Agreement and subject to mandatory law, Provider does not give any additional warranties or guarantees regarding the Service. Where mandatory consumer rights relating to the conformity or quality of digital products apply to a Consumer, those rights remain unaffected.

17.3 Service operation and agreed commitments. Provider will provide the Service subject to any SLA or other commitment expressly stated in the Agreement. Except to the extent such a commitment applies, Provider does not guarantee uninterrupted or error-free operation and may perform maintenance, updates, or protective measures. Provider does not guarantee that the Service will meet every Customer requirement or be compatible with every third-party service, integration, Customer system, or Customer environment.

18. Limitation of Liability

18.1 Unlimited liability. Provider is liable without limitation for intent and gross negligence; injury to life, body, or health; fraud; liability under mandatory statutory regimes (e.g., Product Liability Act / Produkthaftungsgesetz); and any liability expressly assumed by Provider (e.g., an explicit guarantee) to the extent given in writing.

18.2 Cardinal duties. In cases of slight negligence, Provider is liable only for breach of material contractual obligations (cardinal duties). In such cases, liability is limited to typical and foreseeable damage.

18.3 Caps by plan and service. Within the scope of Section 18.2, and subject to Section 18.1, Provider's liability is additionally limited as follows, to the extent permitted by law:

- Paid Plans - Non-Consumer Customers: Provider's total liability relating to a Paid Plan is capped at the net fees paid or payable for twelve (12) months of the affected Paid Plan at the rate applicable when the event giving rise to liability occurred, unless an Order Form states a different cap. If the affected Paid Plan has an agreed subscription period shorter than twelve (12) months and does not renew or continue beyond that period, the cap is based on the net fees paid or payable for that shorter agreed period.
- Additional Paid Services - Non-Consumer Customers: Where liability arises primarily from an Additional Paid Service, Provider's total liability is capped at the higher of (a) the net fees paid or payable for the affected Additional Paid Service and (b) the amount that would apply to the affected Paid Plan under the preceding paragraph, unless an Order Form states a different cap. Where no Paid Plan is associated with the Additional Paid Service, only item (a) applies.

- Free Plan - Non-Consumer Customers: Provider's total liability is capped at EUR 1,000 per claim and EUR 3,000 per calendar year in aggregate.
- Consumers: No additional fixed monetary cap applies under this Section 18.3. Liability to Consumers is governed by Sections 18.1-18.2 and mandatory law.

18.4 Indirect and consequential damages. Subject to Section 18.1, and within the scope of Section 18.2, Provider is not liable for indirect or consequential damages, including loss of profit, loss of business, loss of goodwill, or other purely economic loss, to the extent such damage is not typical and foreseeable for the relevant type of contract.

18.5 Regulatory fines, penalties, and compliance costs. To the extent permitted by law and subject to Section 18.1, Provider is not liable for administrative fines, penalties, or sanctions imposed on Customer by an authority, except to the extent liability for such amounts cannot validly be excluded or limited under applicable law. Reasonable costs incurred by Customer to investigate, mitigate, remediate, notify, or otherwise respond to a breach of the Agreement or applicable law by Provider are governed by the other provisions of this Section 18 and are not excluded merely because they constitute compliance costs.

18.6 Data loss. Subject to Sections 18.1 to 18.3, Provider's liability for data loss is limited to the typical and foreseeable restoration effort that would have been required if Customer had taken reasonable measures to prevent or mitigate the loss, including proper configuration, reasonable use of available export functions, and appropriate internal backup or retention measures where suitable for Customer's use case. In determining the reasonable measures expected from Customer, account shall be taken of Provider's own backup, restore, security, and export obligations expressly assumed under the Agreement. Provider encourages Customers, especially organizations using the Service for mission-critical work, to maintain appropriate internal processes for exporting and retaining Customer Content.

18.7 Consumers. If Customer is a Consumer, the limitations in this section apply only to the extent permitted by mandatory consumer protection law. In particular, nothing in this Section limits liability beyond what is permitted for injury to life, body, or health, for intent or gross negligence, or where mandatory law provides otherwise. Statutory rights remain unaffected.

19. Indemnification

19.1 Customer indemnity and cooperation. Non-Consumer Customers will defend, indemnify, and hold Provider harmless against third-party claims to the extent arising from (a) Customer Content that Customer was not entitled to submit, provide, process, or make available through the Service, including because it infringes third-party rights or its processing violates applicable law, (b) Customer's or Authorized Users' unlawful use of the Service, or (c) Customer's breach of these Terms or applicable law. This indemnification obligation does not apply to the extent the relevant claim is caused by Provider's breach of the Agreement, violation of applicable law, or other conduct for which Provider is legally responsible. This indemnification obligation does not apply to Consumers. Consumers shall, where reasonably necessary, provide reasonable cooperation in connection with third-party claims arising from their use of the Service. Provider will bear reasonable out-of-pocket costs of such cooperation unless the relevant claim results from the Consumer's culpable breach of the Agreement or applicable law. Nothing in this Section limits any claims or remedies available to Provider against a Consumer under applicable law.

19.2 Process. The indemnified party will promptly notify the other party of the claim, reasonably cooperate in the defense, and allow reasonable control of the defense. The indemnifying party will not settle a claim requiring admission or obligations of the indemnified party without that party's consent, not to be unreasonably withheld.

19.3 Provider IP indemnity (Paid Plans only, optional). If an Order Form includes an IP indemnity, it applies only to the relevant Paid Plan and only as stated in the Order Form.

20. Data Export, Post-Termination Retention and Deletion, and EU Data Act Switching

20.1 Export before termination. Except where Sections 20.4 to 20.8 apply, Customer may export Customer Content using the self-service export features made available in the Service, where available, during the active term of the applicable Plan. Provider aims to make standard self-service export reasonably usable for ordinary transition and record-keeping purposes and may provide documentation or guidance on export options. Customer is responsible for exporting Customer Content before termination or expiry of the applicable Plan where Customer requires continued access to such Customer Content. Customer should also make regular exports where appropriate for Customer's use case. Assisted export, custom export formats, migration support, or non-standard data handover services are available only if expressly included in the applicable Order Form or otherwise agreed in writing, except to the extent Provider is required to provide switching or portability assistance without charge under Sections 20.4 to 20.8 or mandatory law.

20.2 Ordinary post-termination retention, assisted retrieval, and deletion. Except where Sections 20.4 to 20.8 apply, upon termination or expiry of the applicable Plan, Customer's right to use and access the Service ends, including normal application access and self-service export access. After termination, Provider will retain and delete Customer Content in accordance with the Plan Schedule, subject to any different or additional terms expressly stated in the applicable Order Form, legal retention obligations, the DPA where relevant, and Provider's backup lifecycle. Unless Customer instructs Provider to delete Customer Content earlier, Provider will retain Customer Content for the applicable ordinary post-termination retention period described in the Plan Schedule or the applicable Order Form. During that period, where the DPA applies, Customer may request return of data in accordance with the DPA. Provider will make the standard return package described in the DPA available through a secure download or another standard return mechanism. Provider will not charge an additional fee for providing the standard return package to the extent such return is required under the DPA or applicable law. Assisted retrieval beyond the standard return package, custom export formats, selective extraction, data transformation, migration support, storage, or other non-standard data handover after ordinary termination is not included unless expressly stated in the applicable Order Form or otherwise agreed in writing, and may be subject to additional fees. After the applicable ordinary post-termination retention period, Provider will without undue delay delete Customer Content from the active Service environment, subject to applicable law, the DPA where relevant, and the backup lifecycle. If the applicable Order Form is silent, the default rules in the Plan Schedule apply. Server-side deletion or termination does not by itself erase Customer Content previously stored locally on Customer- or Authorized User-controlled devices through the Service's offline-first functionality. Provider can apply deletion or synchronization changes to such a local copy only if the relevant Authorized User subsequently logs back into the Service on that device while access remains available and the application is able to synchronize. If that does not occur, the local copy may remain until it is otherwise removed from the device. Customer is responsible for appropriate device management and local deletion where required.

20.3 Backups and restore. Customer Content may be included in backups in accordance with the backup lifecycle and backup-retention period stated in the Plan Schedule or applicable Order Form. Backups may be used during the active term to restore systems or Customer Content where Provider determines this is necessary or appropriate for security, business continuity, legal compliance, operational integrity, or service stability. During the active term, Full System Restore

and Selective Data Restore are governed by the Plan Schedule and any applicable Order Form. A Full System Restore reverts the entire relevant Customer Instance to the state reflected in an available backup and may overwrite, delete, or make unavailable Customer Content created or changed after the backup timestamp. A Selective Data Restore means attempted restoration or extraction of specific Customer Content, records, fields, attachments, or other data elements from a backup without reverting the entire Customer Instance. Restore assistance is subject to the applicable backup-retention period, technical feasibility, reasonable verification, Customer approval of restore consequences, security, confidentiality, data protection, and operational feasibility, and may be subject to additional fees as stated in the Plan Schedule or Order Form. Backups and restore assistance do not create a disaster-recovery SLA, service credit, migration commitment, or guarantee that any particular restore will be successful in every case.

20.4 EU Data Act switching and Switching Request. Where and to the extent Chapter VI of Regulation (EU) 2023/2854 (EU Data Act) applies to the hosted Service, Sections 20.4 to 20.8 apply to the statutory switching process ("Data Act Switching"). Customer may initiate Data Act Switching by submitting a request in text form identifying the Customer Instance(s) concerned (the "Affected Instance(s)") (a "Switching Request"). The maximum notice period for initiation of the switching process is thirty (30) calendar days after Provider receives a valid Switching Request. No later than the end of that notice period, Customer shall notify Provider whether Customer wishes to (a) switch the relevant Customer Instance(s) to another provider, in which case Customer shall provide the information reasonably required to identify and enable the switch to that provider, (b) switch the relevant Customer Instance(s) to on-premises ICT infrastructure by porting the applicable exportable data and digital assets, or (c) terminate the relevant Customer Instance(s) and erase the applicable exportable data and digital assets. Customer may communicate this choice already in the Switching Request. If Customer has not communicated its choice or provided information reasonably necessary for the selected option by the end of the notice period, Provider is not required to commence the corresponding technical transition or erasure steps until the missing information is provided; this does not affect Customer's statutory switching rights.

20.5 Transitional period, continuity, and completion. Unless extended as permitted below, the transitional period will not exceed thirty (30) calendar days. During that period, the Agreement remains applicable to the Affected Instances and Provider will provide the assistance required by applicable law, exercise due care to maintain business continuity and the contracted functions or services, provide clear information about known continuity risks within Provider's responsibility, and maintain a high level of security throughout the switching process and subsequent retrieval period. Provider will support Customer's exit strategy as required by applicable law, including by providing relevant information. Customer may extend the transitional period once, before or during that period, for a period Customer considers more appropriate for its own purposes. If the standard thirty-day transitional period is technically unfeasible, Provider may, within fourteen (14) working days after the switching request, notify Customer in text form, duly justify the technical unfeasibility, and specify an alternative transitional period not exceeding seven (7) months. Where Customer selects option (a) or (b) under Section 20.4, Data Act Switching is successfully completed when Provider has performed its required switching obligations, the destination-side migration has been performed by Customer or its authorized destination provider, and Customer confirms completion in text form. If Provider reasonably believes that its required switching obligations have been performed and that the destination-side migration has been completed, Provider may notify Customer that switching is ready for completion. Unless Customer, within ten (10) working days after that notice, either confirms completion or identifies in text form a material outstanding step or issue showing that the switching process has not yet been successfully completed, switching will be deemed successfully completed at the end of that period. A deemed completion under the preceding sentence does not override Customer's right to extend the transitional period in

accordance with this Section and applicable law. Where Customer has validly extended the transitional period, Provider will not treat switching as completed before the end of that extended period unless Customer confirms earlier successful completion. Upon successful completion, including deemed successful completion in accordance with the preceding sentences, the applicable transitional period ends, the Affected Instances terminate, the retrieval period under Section 20.7 begins, and Provider will notify Customer; the Agreement continues for all unaffected Customer Instances and Services. Where Customer selects the erasure option under Section 20.4(c), the relevant Affected Instance(s) terminate at the end of the notice period under Section 20.4, and Provider will erase the applicable exportable data and digital assets in accordance with applicable law. The destination-side migration and successful-completion requirements in this Section 20.5 do not apply to that option.

20.6 Portable data, exclusions, and interfaces. For each Affected Instance, the categories that can be ported are: (a) all data stored in the Customer-specific application database, including database documents, Customer Content, Customer-specific configuration and settings, data-model or schema definitions, records, relationships, and associated metadata; and (b) where used, Customer-uploaded files or attachments. Provider will make these data available in JSON and/or another structured, commonly used and machine-readable format and will make the open-interface access required by applicable law available free of charge to Customer and, subject to Customer authorization and appropriate authentication and security controls, the concerned destination provider. The Provider-internal categories excluded from the portability package are, to the extent their disclosure would risk revealing Provider or third-party intellectual property rights, trade secrets, credentials, or security-sensitive information: Provider-internal infrastructure and deployment configurations; internal monitoring, security, anti-abuse, and operational data; internal logs, metrics, and diagnostics generated solely for Provider's internal operation; Provider-internal credentials, keys, tokens, and secrets; Provider's controller-side billing, account-management, support, and internal business records; and Provider or third-party code, tools, and materials that are not part of the Customer-generated portability package. These exclusions will not be applied in a manner that impedes or delays Data Act Switching. Data Act switching access does not itself add Provider's ordinary application-level API, reporting, or integration features to a Plan where they are otherwise excluded, and Provider is not required to develop destination-side import functionality or bespoke conversion except to the extent required by mandatory law.

20.7 Retrieval, deletion, and backups after switching. Where Customer switches under Section 20.4(a) or (b), Provider will keep the applicable portability package retrievable for thirty (30) calendar days starting after the end of the applicable transitional period, unless the parties expressly agree a later retrieval and erasure date. Normal application access need not remain available during this retrieval period; retrieval may be provided through secure export, download, or another suitable mechanism. Upon termination of an Affected Instance under the Data Act Switching process, Provider ceases routine creation of new backups for that Affected Instance as part of its normal automated switching process. Existing backup copies remain subject to the applicable backup-retention period and will be erased no later than the applicable Data Act erasure deadline. For switching under Section 20.4(a) or (b), after the retrieval period and provided switching was successfully completed, Provider will fully erase from Provider-controlled systems the exportable data and digital assets generated directly by Customer or relating directly to Customer that are subject to the Data Act erasure obligation, except to the extent retention is required by applicable Union or Member State law. For switching under Section 20.4(a) or (b), unless a later retrieval and erasure date is expressly agreed, a Customer-specific backup-retention commitment does not require Provider to retain backups of an Affected Instance beyond the applicable Data Act retrieval period. The parties may expressly agree a later retrieval and erasure

date, subject to applicable law. These obligations do not extend to copies stored on Customer- or Authorized User-controlled devices, which remain subject to Sections 20.2 and 21.2.

20.8 Charges, early termination, and switching information. Provider does not impose switching charges for actions it is required to perform for Data Act Switching. Standard service fees remain payable until termination of the Affected Instances, and Customer may separately purchase Additional Paid Services that go beyond Provider's mandatory switching obligations. For a Non-Consumer Customer with a fixed-term Paid Plan, if Data Act Switching terminates one or more Affected Instances before the end of the then-current agreed subscription period, Customer shall pay proportionate early termination compensation. Unless the applicable Order Form states another lawful method of calculation, the compensation is calculated by reference to the recurring Paid Plan fees reasonably attributable to those Affected Instances that would otherwise have become payable for the remainder of that subscription period, less costs and expenditure that Provider reasonably saves as a direct result of the early termination. This compensation is not a switching charge and will in no event exceed the maximum amount permitted by applicable law. Customer may demonstrate that the economic disadvantage reasonably resulting to Provider from the early termination is materially lower than the amount calculated under the preceding sentence, including because Provider saves additional costs as a result of the early termination. In that case, the compensation will be reduced accordingly. No early termination compensation is payable to the extent Customer has an independent right under the Agreement or applicable law to terminate the affected Paid Plan before the end of the subscription period without such compensation, including where such termination results from Provider's breach or from another contractual termination right that expressly permits such early termination without compensation. Prepaid fees attributable to the period after termination will be applied against any early termination compensation payable under this Section. Any excess will be refunded to Customer. If the Order Form does not separately allocate fees to the Affected Instances, the attributable amount will be determined reasonably by reference to the Order Form, applicable pricing structure, and scope and value of the Affected Instances. For Consumers, any early termination payment applies only to the extent permitted by mandatory law. Further information on Data Act switching and portability is available at <https://www.aam-digital.com/legal/data-portability>.

21. Hosted Service-Specific Operational Terms

This section applies only to the hosted Service operated by Provider. It does not apply to a Self-Hosted Deployment except to the extent expressly stated in a separate agreement for self-hosted services. Self-Hosted Deployments are governed by Section 8.4 and, where applicable, the Self-Hosted Terms and the relevant Order Form.

21.1 Provisioning. Provider will provision the hosted Service for Customer in accordance with the applicable Plan, as set out in the applicable Order Form, any applicable Plan Schedule provisions, including provisions that apply by default or are expressly incorporated or stated to apply by the applicable Order Form, and these Terms.

21.2 Customer environment, devices, and offline-first architecture. Customer is responsible for its own devices, networks, browser environment, and internet access. The hosted Service uses an offline-first architecture by default. This design reflects the operational realities of many organizations using the Service, including work in locations where internet connectivity may be unavailable, intermittent, or unreliable. Offline-first does not mean that users are expected to work offline; users can and ordinarily do use the Service while connected to the internet. Customer Content may nevertheless be stored locally on an Authorized User device so that relevant work can continue during temporary loss of connectivity and synchronize with the hosted Service when the relevant user is logged in and connectivity is available. Where available for the relevant Plan or

Customer environment and enabled, an online-only configuration may be used in which Customer Content is not stored locally for offline continuity.

21.3 Updates and feature changes. Provider may deploy updates, patches, and new versions to the hosted Service. Provider may also change, replace, or discontinue features in accordance with Section 15 and the Plan Schedule.

21.4 Maintenance. Provider may perform scheduled or emergency maintenance. Where reasonably feasible, Provider will provide advance notice of scheduled maintenance through the Service or by email. Maintenance may result in reduced availability.

21.5 Security measures. Provider maintains technical and organizational measures to protect the hosted Service, as described in the DPA and related technical and organizational measures (TOMs) documentation.

21.6 Customer security responsibilities. Customer must implement appropriate security measures for its users and devices, including access control, appropriate device security, and, where available, multi-factor authentication. Customer remains responsible for securing Customer Content stored on Customer- or Authorized User-controlled devices, including through device access controls and device-level encryption where appropriate for Customer's use case and risk profile.

21.7 Security incidents. Provider will handle security incidents in accordance with the DPA and TOMs. Customer should report suspected security issues to Provider using the security contact channel specified in Section 21.12.

21.8 Subprocessors and Third-Party Infrastructure. Provider may use Standard Subprocessors and, where specifically authorized in accordance with the DPA, Customer-Specific Subprocessors, as well as other third-party infrastructure providers where applicable. Subprocessor authorization, notice and objection mechanisms, obligations, and related data transfer mechanisms are governed by the DPA.

21.9 Hosting and processing location commitments. Any Customer-specific hosting region, data location, data residency restriction, Provider-controlled processing location, remote-access restriction, subprocessor-location restriction, agreed deviation from the standard EU/EEA hosting and Provider-controlled processing model, or other transfer-related commitment for Customer data must be stated in the applicable Order Form, the DPA, or another written document expressly incorporated as binding into the Agreement.

21.10 Standard EU/EEA service model; Customer-directed access and transmissions; agreed and disclosed deviations. Provider's standard service model for the hosted Service is to host Customer Content and operate the production environment for the Service exclusively within the EU/EEA, as further described in the DPA. Provider-controlled processing of Customer Content and other personal data processed on Customer's behalf under the DPA, including processing through Provider personnel, infrastructure, and subprocessors, is also carried out within the EU/EEA unless an exception is expressly identified in the DPA, the Standard Subprocessor List, an applicable Order Form, a Customer-Specific Subprocessor authorization, or another binding document forming part of the Agreement. Such exceptions may include feature-specific, support-related, or other processing outside the EU/EEA and remain subject to applicable data protection law and any required transfer safeguards. Separate processing for which Provider acts as controller is governed by Provider's applicable privacy notices and may involve processing outside the EU/EEA as disclosed there. The location commitment in this Section applies to processing locations controlled or selected by Provider for processing on Customer's behalf. It does not restrict the locations from which Customer or Authorized Users access the Service, the locations of Customer- or Authorized User-controlled devices on which Customer Content may be stored through offline-

first functionality, or Customer-directed retrieval, export, API use, email notification, integration, or other transmission of data to systems, recipients, or destinations selected or controlled by Customer or its Authorized Users. Customer-directed processing remains subject to Customer's responsibilities under the Agreement and applicable law. Any stricter, different, or customer-specific hosting, processing, data residency, remote-access, subprocessor-location, or transfer-related commitment applies only if expressly stated in the applicable Order Form, the DPA, or another binding document forming part of the Agreement.

21.11 Beta, Preview, and Experimental Features. Provider may make beta, preview, or experimental features available. Except to the extent such a feature is expressly committed for the current term in an Order Form or another binding Agreement document, these features are provided "as is", may be changed or discontinued at any time, and may be excluded from support, SLAs, service credits, or restore commitments. Where a beta, preview, or experimental feature is expressly committed for the current term, the applicable commitment and Section 15 govern any change or discontinuation of that feature.

21.12 Operational contacts. Operational notices and support requests must be submitted through the support channels made available in the Service, the applicable Order Form, or the Provider's website. Security issues and suspected vulnerabilities should be reported through the security contact channel identified on the Provider's website, currently security@aam-digital.com.

22. Miscellaneous

22.1 Notices. Notices under these Terms must be given in text form (e.g., email or in-app notice). Provider may send notices to the email address associated with the account or through the Service user interface. Customer may send notices to the contact email specified by Provider. Customer is responsible for keeping its account contact information current.

22.2 Assignment. Neither party may assign or transfer the Agreement, in whole or in part, without the other party's prior consent, except that Provider may assign or transfer the Agreement, in whole or in part, without Customer's consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the business or assets relating to the Service. If Customer is a Consumer and an assignment or transfer would result in a third party replacing Provider as Customer's contractual counterparty, Provider will identify the new counterparty and Customer may terminate the Agreement with effect from the transfer, except where applicable law permits the transfer without such termination right. Any assignment or transfer involving a Consumer remains subject to mandatory law and, where mandatory law so requires, Customer's consent. Provider will give Consumers reasonable notice of such an assignment or transfer and will inform them of any additional mandatory rights that apply. Any attempted assignment or transfer in breach of this Section is void to the extent permitted by law.

22.3 Entire Agreement. The Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes prior or contemporaneous proposals, communications, and understandings relating to that subject matter, except for fraud and except for documents expressly incorporated into the Agreement under Section 2.

22.4 Force Majeure. Neither party is liable for delay or failure to perform its obligations under the Agreement to the extent caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, labor disputes, internet or utility outages, denial-of-service attacks, failures of suppliers or infrastructure providers, or governmental actions, provided that the affected party uses reasonable efforts to mitigate the effects and resume performance as soon as reasonably practicable.

23. Governing Law and Jurisdiction

23.1 Governing law. The Agreement is governed by the laws of the Federal Republic of Germany, excluding conflict-of-law rules and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If Customer is a Consumer, this choice of law does not deprive Customer of the protection afforded by mandatory provisions of the law of Customer's habitual residence that would apply in the absence of this choice of law.

23.2 Venue (Non-Consumer Customers). For Non-Consumer Customers, to the extent legally permissible, the exclusive place of jurisdiction is Provider's registered office.

23.3 Consumers. If Customer is a Consumer, mandatory jurisdiction rules in Customer's place of residence remain unaffected.

24. Severability

If any provision of these Terms is or becomes invalid or unenforceable, the remaining provisions remain in effect. To the extent a provision is invalid or unenforceable, the statutory provisions apply.

Annex A - Consumer Information on the Right of Withdrawal, where applicable, for Consumers in the EEA/UK

This Annex applies only where mandatory law grants a Consumer a right of withdrawal in connection with the Agreement. Nothing in this Annex is intended to create a right of withdrawal where mandatory law does not provide one. If applicable mandatory law in the Consumer's country of residence provides different or more extensive rights, those rights remain unaffected.

Withdrawal period. Where this Annex applies, you have the right to withdraw from the contract within fourteen (14) days without giving any reason, unless a different period applies under mandatory law.

Start of the withdrawal period. The withdrawal period begins on the day the contract is concluded, unless mandatory law provides otherwise.

How to exercise withdrawal. To exercise your right of withdrawal, you must inform Aam Digital GmbH, c/o Impact Hub Berlin, Rollbergstraße 28 A, 12053 Berlin, Germany, telephone +49 160 98655343, email info@aam-digital.com, of your decision to withdraw by an unequivocal statement, for example by letter or email. You may use the Model Withdrawal Form below, but this is not required. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Electronic withdrawal function for contracts concluded online. If you concluded a contract covered by a statutory right of withdrawal through an Aam Digital online user interface, including a Paid Plan or an applicable Additional Paid Service, and applicable law requires an electronic withdrawal function, you may also exercise your right of withdrawal using the electronic withdrawal function made available in the account/subscription area of the Aam Digital application or another prominently identified location on the relevant online interface, clearly labelled "Withdraw contract" or with equivalent unambiguous wording. If you use this function, we will promptly send you confirmation of receipt on a durable medium, including information about the content of your withdrawal statement and the date and time it was received.

Consequences of withdrawal. If you withdraw from the contract, Provider will reimburse payments received from you under the withdrawn contract without undue delay and no later than fourteen (14) days after Provider receives your withdrawal notice. Provider will use the same means of payment that you used for the original transaction unless you expressly agree otherwise. You will not incur any fees as a result of the reimbursement, except where mandatory law permits otherwise.

Immediate performance. Access to the Paid Plan may begin immediately after conclusion of the contract. Where you expressly request that Provider begin providing the Paid Plan before the withdrawal period has expired, and you later exercise your right of withdrawal, you may be required to pay a proportionate amount for the portion of the Service provided up to the time you inform Provider of your withdrawal, to the extent permitted by mandatory law.

Ongoing SaaS Service. For an ongoing SaaS Service, a request that performance begin during the withdrawal period does not by itself cause the right of withdrawal to expire. Any expiry or limitation of the withdrawal right before the end of the ordinary withdrawal period applies only where the requirements of mandatory law are satisfied.

One-off Additional Paid Services. Where you expressly request and consent that Provider begin a one-off Additional Paid Service before the withdrawal period has expired, your right of withdrawal for that service may expire upon complete performance if the applicable statutory requirements are satisfied and you acknowledged that consequence in advance. If you withdraw before complete

performance, you may be required to pay a proportionate amount for the services already performed where mandatory law so provides.

Model Withdrawal Form

If you wish to withdraw from the contract, you may complete and send the following form:

To: Aam Digital GmbH, c/o Impact Hub Berlin, Rollbergstraße 28 A, 12053 Berlin, Germany, email: info@aam-digital.com

I/we hereby give notice that I/we withdraw from my/our contract for the provision of the Aam Digital Service.

Contract concluded on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s), only if this form is submitted on paper:

Date: