

General Terms and Conditions of Plural.io and HT Services

of Humanizing Technologies GmbH, In der Trift 1, 57462 Olpe, Germany

(Effective Date 20. Juli 2022)

1. Scope/Contractor

- 1.1. These Terms of Use apply to the use of the services, apps and online platform offered by Humanizing Technologies GmbH, In der Trift 1, 57462 Olpe, Germany (hereinafter referred to as "HT") under plural.io.
- 1.2. They apply to a natural or legal person or a partnership with legal capacity who, when concluding a contract with HT, acts in the exercise of his or its trade, business or profession (hereinafter referred to as "CUSTOMER").
- 1.3. HT and CUSTOMERS are also referred to collectively as PARTIES and individually each as a PARTY.
- 1.4. In the event of contradictions between provisions of these GTC and a product description, these GTC shall take precedence. Anything to the contrary shall only apply if the PARTIES expressly agree on a deviation with specific reference to the general provision to be amended.
- 1.5. Deviating terms and conditions of the CUSTOMER shall not become part of the usage relationship, even if they are not expressly contradicted.

2. Subject of the contract

- 2.1. HT offers CUSTOMERS various system solutions as "Software as a Service", in particular for controlling robots and virtual avatars (hereinafter referred to as "HT SERVICES").
- 2.2. HT SERVICES are generally used via the online platform plural.io operated by HT (hereinafter "HT PLATFORM") via a browser, if applicable in connection with various apps for mobile devices and robots, which CUSTOMERS can download from selected app stores and install on their mobile device or robot (hereinafter "HT APPS").
- 2.3. Other services, such as the installation and configuration of software or the instruction and training of the CUSTOMER or its employees, are not the subject matter of the contract, but may be agreed separately between the PARTIES.

3. Conclusion of contracts

- 3.1. The presentation of HT SERVICES, e.g. on HT's Internet pages, in brochures, advertisements, etc., or in the context of the trial provision of individual software components, is made without obligation for advertising purposes and constitutes merely an invitation to the CUSTOMER to submit an offer.
- 3.2. To use an HT SERVICE, a user usually sets up an account (hereinafter referred to as "HT ACCOUNT"). By setting up an account, a contract is concluded. The creation of the HT ACCOUNT and the use of the HT PLATFORM are free of charge; individual functions are subject to a fee. HT may provide for a test period during which the CUSTOMER may test chargeable functions free of charge. HT may limit these services or terminate the test period at any time without giving reasons. The CUSTOMER is not entitled to conclude further contracts for HT SERVICES.
- 3.3. Insofar as HT offers the CUSTOMER the opportunity to place an order via an online store or in an HT SERVICE, the CUSTOMER makes a binding offer to enter into a contract for the products placed by the CUSTOMER in the "shopping cart" (if any) when the CUSTOMER clicks on the button "Order with costs". The CUSTOMER will then initially receive a non-binding confirmation of receipt of his order ("order confirmation").
- 3.4. HT may prepare an individual offer proposal for CUSTOMERS if required. Such proposals are not legally binding and constitute an invitation addressed to the CUSTOMER to submit a binding offer. The contract is concluded when HT accepts the offer sent by the CUSTOMER in text form or when HT starts the execution of the contract by activating the ordered FUNCTIONS IN response to an offer.

4. User Generated Content

- 4.1. HT PLATFORM users can create their own movement and behavior patterns for the robots and avatars on the HT PLATFORM with the help of templates and building blocks and individualize them by uploading text, images and videos (hereinafter "User Generated Content").
- 4.2. CUSTOMER warrants the legality of the User Generated Content created by him. He will not create any illegal content, in particular any content that violates provisions of the German Criminal Code (Strafgesetzbuch, StGB), the Protection of Minors Act (Jugendschutzgesetz), the Interstate Treaty on the Protection of Minors in the Media (Jugendmedienschutz-Staatsvertrag, JMStV), the Interstate Treaty on Gambling (Glücksspielstaatsvertrag) or the Medicinal Products Act (Arzneimittelgesetz). In particular, the CUSTOMER will not create any movement and behavior patterns that let robots or avatars show behavior that would be illegal if shown by a human being.
- 4.3. CUSTOMER declares that he has all rights to the User Generated Content that are necessary for its use on the robot or avatar. This applies in particular to copyrights of use and ancillary copyrights, rights to names, trademarks, titles and distinguishing marks, as well as personal rights.
- 4.4. CUSTOMER grants HT the non-exclusive, transferable and sublicensable, locally unrestricted right to use User Generated Content, to the extent necessary for the provision of HT SERVICES. This applies in particular to the rights mentioned in section 4.3.
- 4.5. HT reserves the right to conduct random checks of the User Generated Content posted on the HT PLATFORM with regard to the obligations in sections 4.2 and 4.3 and, in the event of a suspected violation, to block the playout of the User Generated Content on the Robot/Avatar. If the violation is confirmed, this shall constitute grounds for termination in accordance with section 11.3.
- 4.6. CUSTOMER shall not make the User Generated Content created on the HT PLATFORM available to third parties against payment unless this is done via a platform provided by HT for this purpose.

5. Rights of use

- 5.1. Upon payment of the remuneration owed, HT grants the CUSTOMER the non-exclusive, non-transferable and non-sublicensable, locally unrestricted right to use the HT SERVICES during the term of the contract to the extent specified in this contract. In addition to the installation as well as the loading, displaying and running of the HT SERVICES, the contractual use includes the scope of use as specified in the respective product descriptions.
- 5.2. CUSTOMER is not entitled to transfer, sell, lend, rent or otherwise sublicense a HT SERVICE to third parties or to publicly reproduce, make available, modify or edit the HT SERVICE. Decompilation is prohibited unless the law expressly permits it. Functions of the HT SERVICE that enable the sharing of content remain unaffected.
- 5.3. If the CUSTOMER culpably violates any of the above provisions, the rights of use granted to the CUSTOMER shall automatically revert to HT. In this case, the CUSTOMER is no longer entitled to use the HT SERVICE. Any claims of the CUSTOMER, such as for reimbursement of remuneration, are excluded.
- 5.4. CUSTOMER grants HT all rights to data entered by Customer with the HT SERVICE that are necessary for HT to provide the HT SERVICE, in particular to reproduce the entered data. HT is also entitled to keep the data in a failover system or separate failover data center and to make changes to the structure of the data or the data format in order to eliminate any

disruptions. Furthermore, HT is entitled to use the data entered by the CUSTOMER with the HT SERVICE for the further development of the HT SERVICE and for its own purposes.

6. Individual licenses, accounts and access data

- 6.1. Simultaneous use of an HT SERVICE is limited to one HT ACCOUNT, and multiple HT SERVICES can be managed under one HT ACCOUNT.
- 6.2. HT activates the HT SERVICES ordered by the CUSTOMER for the HT ACCOUNTS named by the CUSTOMER. Access restrictions are in place for the HT ACCOUNTS.
- 6.3. HT ACCOUNTS are not tied to a specific person. They may be used by different employees of the CUSTOMER. Access data (such as password) may not be passed on to third parties who are not employees of the CUSTOMER. They must be kept protected from access by third parties. Access data should also be changed for security purposes during initial startup and at regular intervals thereafter. If there is reason to suspect that unauthorized persons have gained knowledge of the access data, the CUSTOMER must change it immediately. The CUSTOMER shall be liable for all consequences of third-party use, insofar as the CUSTOMER is responsible for any misuse of access data.
- 6.4. In the event of violations of this Agreement, HT shall be entitled to revoke the CUSTOMER'S access to the HT SERVICE with immediate effect. This applies in particular due to unauthorized disclosure of access data. Any claims of the CUSTOMER, such as for reimbursement of remuneration, are excluded.

7. Remuneration

- 7.1. The remuneration to be paid by the CUSTOMER to HT as well as its due date are regulated in HT's offer.
- 7.2. The remuneration is exclusive of the applicable statutory value added tax. Unless otherwise stated in the offer, fees shall be paid in advance.
- 7.3. The CUSTOMER is not entitled to offset HT's claims or to assert a right of retention. This shall not apply if the customer's counterclaims have been legally established or are undisputed, or if they are in a mutual relationship with HT's offset claim (namely, if the counterclaim arises from the same contractual relationship, including such claims to which the CUSTOMER is entitled on the basis of notices of defects).

8. Further development, defect removal, updates and upgrades

- 8.1. HT shall be entitled and shall use its best efforts to adapt the HT SERVICES to the respective state of the art.
- 8.2. Error corrections and/or updates by way of updates, upgrades and/or new versions, which are announced to the CUSTOMER, shall be downloaded by the CUSTOMER or activated via the HT PLATFORM in order to be able to use the HT SERVICES to the contractually agreed extent.
- 8.3. The obligation to remedy defects and maintain does not include the adaptation of the HT APP or the HT PLATFORM to changed conditions of use or technical and functional developments, such as changes in the CUSTOMER'S IT environment (in particular, changes in the hardware or software environment, including the operating system, adaptation to the functional scope of competing products or establishing compatibility with new data formats). The CUSTOMER shall not have a claim to the provision of updates that serve to extend functionality ("Upgrades") unless this is specified in the product description.
- 8.4. HT shall be entitled, even in the absence of a defect, to adapt HT SERVICES to the respective state of the art and to technical developments or to modify them for this purpose in order to be able to maintain the security and functionality of HT SERVICES, also with regard to changing operating systems, vis-à-vis the CUSTOMER and other Users (hereinafter referred to as "ADVANCEMENTS").

- 8.5. If additional and/or modified technical requirements arise as a result of ADVANCEMENTS, the customer shall adapt the technical requirements to the extent that this is reasonable for him. It is reasonable to maintain a hardware and software environment whose market launch dates back less than three years. If an adjustment is unreasonable, there shall be good cause for termination within the meaning of Section 11.3.

9. Availability, service and support

- 9.1. The HT PLATFORM is available seven days a week, 24 hours a day, with an availability of at least 99% per calendar year (annual average). The availability is calculated as follows: $\text{Availability} = (\text{total time} - \text{total downtime}) / \text{total time} * 100$. This does not include agreed maintenance windows.
- 9.2. HT is entitled to temporarily restrict services to the extent necessary for reasons of interoperability of services, data protection, combating spam or computer viruses, worms, Trojans, hack/DoS attacks or the like, or to carry out operational or technically necessary work.

10. Cooperation, information and other obligations of the customer

- 10.1. The HT SERVICE may only be used in accordance with the contract and only within the scope of applicable law and the product descriptions. No infringements of rights may be committed by using the HT SERVICE and/or by means of the HT SERVICE. CUSTOMER shall ensure that the use of the HT SERVICE does not cause damage to HT or to third parties. CUSTOMER shall be solely liable for any infringements of rights committed by it.
- 10.2. The CUSTOMER shall take state-of-the-art security precautions against all types of data loss, damage and impairment, transmission errors and operational disruptions. The CUSTOMER shall keep systems used by him free of viruses. The CUSTOMER shall make data backups at intervals appropriate to the application and in accordance with the current state of the art to protect against data loss, damage, and impairment of data.
- 10.3. The CUSTOMER is obligated to immediately notify HT in writing of any defects after their discovery. In the case of material defects, this shall be done at least by describing the time of occurrence of the defects and the detailed circumstances of their occurrence. The CUSTOMER shall also notify HT immediately of any claims and demands asserted by third parties.
- 10.4. The CUSTOMER is obligated to cooperate in troubleshooting and fault elimination. In particular, the customer is obligated to support HT in reproducing a malfunction, taking into account HT's instructions for problem analysis, and to forward to HT all information available to it that is necessary for the elimination of the malfunction.
- 10.5. If the CUSTOMER violates the obligations of this clause and the obligations incumbent on him, the CUSTOMER is obliged to compensate for the resulting damage.

11. Contract Term, Termination

- 11.1. The contract on the free use of HT PLATFORM is concluded for an indefinite period of time and may be terminated by either PARTY with a notice period of one month, unless a chargeable function is active in the HT ACCOUNT.
- 11.2. Contracts for chargeable functions are concluded for a fixed period - one year or one month, as specified in the product description - and shall be extended by the same period in each case unless they are terminated. The notice period for contracts concluded for one year is 3 months to the end of the respective contract. Otherwise, the notice period is one month.
- 11.3. The right to terminate for good cause remains unaffected. Termination for good cause by the CUSTOMER shall only be permissible after the unsuccessful expiry of a period set for remedy or after an unsuccessful warning. Good cause shall be deemed to exist in particular if the CUSTOMER breaches its

- obligations under this contract in a significant manner. The PARTIES may also terminate for good cause if HT can no longer provide its services due to service disruptions for which neither HT nor the CUSTOMER is responsible.
- 11.4. The cancellation can be made either within the HT PLATFORM or in text form.
- 11.5. After termination of the contract, HT SERVICES can no longer be used.
- 12. Indemnity**
- 12.1. The CUSTOMER shall indemnify HT and its vicarious agents against all claims by third parties, including the reasonable costs of legal defense, which are based on the CUSTOMER'S use of the HT SERVICE in violation of the law and/or the contract, or which occur with the CUSTOMER'S approval, or which result from other legal disputes associated with the use of the HT SERVICES. If the CUSTOMER recognizes such a violation, there is an obligation to inform HT immediately.
- 13. Force majeure**
- 13.1. HT shall be released from its obligation to perform in cases of force majeure. Force majeure shall be all unforeseeable events as well as events whose effects on the performance of the contract are not the responsibility of either PARTY. Such events include in particular - without this being an exhaustive list - natural disasters, labor disputes, also in third-party companies, interruption of power, telecommunication and internet supply as well as official measures.
- 14. Liability**
- 14.1. In any case, HT shall be liable for the damage incurred insofar as such damage is based on a breach of duty for which HT is liable regardless of fault (in particular the assumption of a guarantee for the quality) in accordance with the provisions of the Product Liability Act or on the basis of a contractual agreement.
- 14.2. The strict liability of HT due to an initial defect of the HT SERVICES (§ 536a para. 1, 1st Alt BGB) is excluded.
- 14.3. If HT culpably violates an essential contractual obligation, the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the CUSTOMER may regularly rely, HT shall be liable for the resulting damage.
- 14.4. In the event of slight negligence, HT's liability shall be limited to compensation for the foreseeable damage typical for the contract.
- 14.5. HT's liability for damages caused by the CUSTOMER'S breach of its duties to cooperate, to provide information and other duties shall be excluded. This applies in particular to the CUSTOMER'S obligation to back up data; if data is lost by the CUSTOMER in this respect, liability shall be limited to the damage that would have occurred even if data had been properly backed up.
- 14.6. HT shall not be liable for any breach of other obligations.
- 14.7. The limitations or exclusions of liability in this section shall not apply to damages resulting from injury to life, body or health caused by intentional or negligent breach of duty by HT, its legal representatives, or its vicarious agents and to other damages caused by intentional or grossly negligent breach of duty by the aforementioned group of persons, including fraudulent concealment of a defect.
- 14.8. Insofar as any liability of HT is excluded, this shall also apply to claims against its organs, employees or vicarious agents.
- 15. Privacy**
- 15.1. HT processes personal data in accordance with the privacy policy, which the CUSTOMER can view at any time at <https://humanizing.com/en/data-privacy/>.
- 15.2. Insofar as this has not already been done pre-contractually, the CUSTOMER is obligated to take note of this data protection information without delay. HT shall obtain any consent required for individual processing operations separately from the CUSTOMER.
- 15.3. The CUSTOMER agrees that HT may process personal data of the CUSTOMER and / or the Authorized Users within the scope of the provision of services within the scope of commissioned processing pursuant to Art. 28 f. EU General Data Protection Regulation in accordance with the order processing agreement contained in the attachment to these GTC.
- 16. Confidentiality**
- 16.1. The PARTIES undertake to treat the contents of this contract as confidential. Furthermore, they undertake to maintain mutual confidentiality about mutual business and business relationships that become known in connection with the execution of this contract.
- 16.2. There is no obligation of confidentiality if:
- the relevant information is already known to the other PARTY, without violating any other possible confidentiality agreements,
 - the relevant information is generally known without there being a breach of this Agreement,
 - the relevant information is disclosed to the other PARTY by a third party without breach of a confidentiality agreement.
- 16.3. All confidentiality obligations agreed to in this Agreement shall survive the termination of this Agreement.
- 17. Transfer of rights and obligations**
- 17.1. The CUSTOMER may not assign this Agreement or any rights or obligations under this Agreement to any third party without HT's prior written consent.
- 17.2. HT is entitled to use third parties for the performance of this contract.
- 18. Final provisions**
- 18.1. All questions in connection with these Terms of Use shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws rules of German private international law. The exclusive place of jurisdiction for all disputes arising from these Terms of Use shall be HT's registered office, unless an exclusive place of jurisdiction is established by law.
- 18.2. If any provision of these Terms of Use is or becomes invalid, this shall not affect the validity of the remaining provisions.
- 18.3. These terms of use bind and entitle the PARTIES and their possible legal successors. The PARTIES undertake to impose their obligations under this contract on their possible legal successors.