General Terms and Conditions of Caidera GmbH

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1 Scope

1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") apply to the provision and use of the platform operated by Caidera GmbH (hereinafter referred to as "**Caidera Platform**" or the "**Platform**") by Caidera GmbH, Altensteinstraße 40, Berlin, or a partner authorized by Caidera GmbH to distribute the Platform (hereinafter referred to as "**Caidera**"). The services offered by Caidera are exclusively directed at entrepreneurs within the meaning of § 14 BGB (hereinafter "**Customer**", together with Caidera the "**Parties**").

1.2 Deviations from these GTC shall only be deemed agreed if they have been expressly confirmed in writing by Caidera. In particular, Caidera's mere failure to object to the Customer's general terms and conditions shall not cause them to be deemed agreed. This also applies if Caidera performs services without reservation despite being aware that the Customer's terms and conditions conflict with or deviate from these GTC

1.3 The exact subject matter and scope of the available functionalities of the Caidera Platform, Caidera's obligations in this respect, any Professional Services to be provided by Caidera, as well as the remuneration to be paid, are governed by the usage agreement concluded between Caidera and the Customer (hereinafter the **"Usage Agreement"**), any supplementary agreements (each a **"Supplementary Agreement"**), and Caidera's Service Level Agreement (hereinafter the **"SLA"**, together with the Usage Agreement, the GTC, and any Supplementary Agreements, the **"Contract Documents"**)

1.4 Definitions, unless defined in these GTC, shall have the same meaning as under the User Agreement.

1.5 For good cause, in particular due to changes in the legal framework, case law, the Caidera Platform, or market conditions, Caidera may notify the Customer of an amendment to these GTC and/or the SLA, indicating the material changes. The amended GTC and SLA shall be deemed agreed if the Customer has not objected to the amendment within one month after receipt of the notification and Caidera has explicitly pointed out this consequence to the Customer when notifying the amendments. Changes to the service content agreed with the Customer require the Customer's express consent, irrespective of the above provisions.

2 Provision of the Caidera platform; set-up and support

2.1 The Caidera Platform provides Customers with a system for the automated creation of marketing campaigns ("**Campaigns**") using an AI system developed by Caidera ("**Caidera AI"). ** By entering information, data, and documents ("Input"), Customers can generate company- and product-specific marketing content ("Output") tailored to their needs. During this process, data provided by the Customer, including (potentially personal) data (collectively, the **"Customer Data"**), is

processed by the Caidera Platform. Customer Data may be transmitted to the Caidera Platform either by the Customer itself or through third-party service providers contractually engaged by the Customer (e.g., CRM systems, marketing automation tools, or analytics providers) (**"Third-Party Service Providers"**).

Caidera acts solely as a technical service provider for the Customer, facilitating the automated creation of marketing materials. The responsibility for the content of the generated campaigns, including their compliance with legal, regulatory, and industry-specific requirements, lies exclusively with the Customer. The collection, processing, and use of Customer Data during this process remain the sole responsibility of the Customer.

2.2 Caidera provides the Caidera Platform with the following key functionalities (hereinafter lit. a) to b) together the **"Features"**):

a) A software that processes the Customer's Input and generates highly relevant, industry-specific marketing content based on predefined parameters and AI-driven content strategies (hereinafter the "**Caidera Engine**"); and

b) A graphical, web-based user interface that allows the Customer to configure, manage, and refine automated marketing campaigns, including content customization and approval workflows (hereinafter the **"Caidera Frontend"**)

2.3 The exchange of Customer Data between the Caidera Platform and the Customer's systems takes place via direct API connections, potentially involving the Customer's Third-Party Service Providers. Caidera shall assist the Customer in setting up access to the Caidera Platform. If additional fees are incurred due to third-party service providers engaged by the Customer, these costs shall be borne by the Customer. The integration of third-party services provided directly by Caidera is carried out without additional fees.

2.4 Caidera uses external service providers to provide certain functionalities of the Caidera Platform, including cloud infrastructure providers, AI service providers, and data processing tools (hereinafter the "Caidera Service Providers"). Caidera shall be entitled to use additional third parties to provide the functionalities of the Caidera Platform or to replace Caidera Service Providers with other third parties (hereinafter the **"Third Parties"**). Caidera's obligation to ensure compliance with the contractual provisions, in particular data protection laws, by the Caidera Service Providers or other Third Parties remains unaffected. Any additional service providers engaged after the conclusion of the agreement shall be deemed Caidera Service Providers under the contractual documents.

2.5 Caidera shall make the functionalities of the Caidera Platform available to the Customer in accordance with and within the scope of the User Agreement and the other contractual documents.

3 Use of the Caidera platform by the customer

3.1 The Customer may only use their access to the Caidera Platform themselves. The Customer undertakes to implement appropriate security precautions to ensure that access credentials are not misused by unauthorized persons. Such security measures include, in particular, the use of a secure password.

3.2 The Customer shall ensure that any Third-Party Service Providers it uses and intends to (indirectly) integrate with the Caidera Platform provide all necessary information and perform all reasonable cooperative actions required for integration with Caidera.

3.3 The Customer is responsible for ensuring that all materials, information, and Customer Data provided to Caidera do not violate legal provisions or the rights of third parties. The Customer shall indemnify Caidera against any claims by third parties and other damages, including the reasonable costs of legal defense. This also applies to any required declarations of consent from third parties (e.g., marketing recipients) necessary for data collection and processing carried out with the Caidera Platform.

3.4 Caidera is not responsible for establishing and maintaining the data connection between the Customer's IT systems (or its Third-Party Service Providers) and the Caidera Platform. The Handover Point refers to the router exit of Caidera's data center or the subcontractor through whose servers the Caidera Platform is operated. Caidera shall not be responsible for any malfunctions beyond the Handover Point, except when caused by Caidera Service Providers or IT systems operated by them. The Customer is responsible for procuring and maintaining the necessary hardware and network connections required to access the Caidera Platform. The costs associated with setting up and maintaining the online connection on the Customer's side shall be borne exclusively by the Customer. Caidera is not liable for the security, confidentiality, or integrity of data communication conducted via third-party networks, unless these are provided by Caidera Service Providers. Furthermore, Caidera is not liable for disruptions in data transmission resulting from technical errors or configuration issues on the Customer's side.

3.5 The Customer agrees that Caidera may publicly disclose the existence of the business relationship between Caidera and the Customer for marketing purposes, including in presentations, promotional materials, and on Caidera's website. This includes the right to use the Customer's name and company logo (even if protected by trademarks or other rights). Any additional public disclosures, such as press releases or case studies, require prior approval from the Customer. The Customer may revoke previously granted consent at any time in text form (e.g., via email) with effect for the future.

4 Operation and changes of the Caidera platform

4.1 Caidera endeavors to ensure that the Caidera Platform remains at the state of the art. Caidera is entitled to regularly perform and introduce updates, new versions, or upgrades of the Caidera Platform (hereinafter collectively referred to as "Updates"). These Updates serve to adapt the platform to new technical or business requirements, implement new functionalities, or modify

existing features. Further details regarding platform availability and performance are regulated in the Service Level Agreement (SLA). Material Changes that significantly limit the platform's functionality require prior written notice to the Customer, who may object within two (4) weeks of notification. If the Customer objects to the Material Change and continued use in its prior version is not technically feasible, the Customer has the right to terminate the agreement with immediate effect.

4.2 If an Update significantly limits the Caidera Platform's suitability for the contractually agreed usage ("**Material Change**"), Caidera will inform the Customer in text form at least four (4) weeks before the Material Change takes effect (**"Change Notice"**). If the Customer does not object in text form within two (2) weeks of receiving the Change Notice (**"Objection Notice"**), the Material Change shall become part of the contractual agreement between the Customer and Caidera. With each Change Notice, Caidera will inform the Customer about:

(i) the right to object,

(ii) the deadline for doing so, and

(iii) the legal consequences of failing to object in time.

4.3 If the Customer objects to the Material Change, Caidera will continue to provide the Caidera Platform in its previous version, provided that this is technically and operationally feasible and does not pose unreasonable burdens for Caidera. If maintaining the prior version is not possible, the Customer has the right to extraordinarily terminate the contract within four (4) weeks (**"Exercise Period"**). If the Customer does not exercise this termination right within the Exercise Period, the Material Change becomes an integral part of the contractual agreement. The Exercise Period begins when Caidera informs the Customer in text form about:

(i) the discontinuation of the previous version,

(ii) the special termination right, and

(iii) the legal consequences of failing to act within the Exercise Period.

5 Professional services

5.1 Under the User Agreement, additional consulting and support services (e.g., for testing the Caidera Platform for the Customer's specific use cases) may be agreed upon. These services, referred to as "Professional Services," are provided either directly by Caidera or through Caidera service providers.

5.2 The type and scope of the booked Professional Services, as well as the responsible service provider, are determined in the User Agreement or a corresponding supplementary agreement. Caidera will track the time spent on Professional Services and inform the Customer when the booked service quota is exhausted. Upon request, Caidera will provide proof of rendered Professional Services. In the event of a dispute, Caidera's time records shall be deemed accurate

unless proven otherwise by a legally binding judgment. Unless otherwise expressly agreed, Caidera may unilaterally determine the time and place of the Professional Services at its own discretion.

5.3 A "person day" is defined as an 8-hour working day, regardless of how many individuals employed by Caidera (or by a Caidera service provider) collectively perform these 8 hours (e.g., one person for 8 hours; two persons for 4 hours each; one person for 5 hours and another for 3 hours, etc.)

6 Deadlines and dates

6.1 Caidera will provide the services owed in connection with the provision of the Caidera Platform within a reasonable period of time. The dates for the provision of services specified by Caidera in the User Agreement or other contractual documents are non-binding planned dates. These dates shall only be considered binding performance dates ("Binding Performance Dates") if they are expressly designated as such.

6.2 Insofar as Binding Performance Dates have been agreed upon and Caidera is in default, the Customer shall grant a reasonable grace period, which as a rule shall not be less than four (4) weeks.

7 Remuneration and terms of payment

7.1 The 14-day test phase of the Caidera platform is provided free of charge. No fees are charged during this period. After the 14-day trial period, there will be no automatic transition to a paid subscription. A separate agreement is required for continued use.

7.2 If the customer wishes to continue using the Caidera platform after the test phase, a separate usage agreement must be concluded, which will define the applicable remuneration and payment terms.

8 Warranty for defects of quality and title

8.1 Caidera warrants that the Caidera Platform, when used in accordance with the contract, complies with the agreed scope of services and is free from material defects or defects of title (hereinafter **"Defects"**) that more than insignificantly impair its suitability for the contractually agreed use. Insignificant deviations from the service description agreed with the Customer under the User Agreement shall not be considered Defects. During the trial period, the Caidera Platform is provided 'as-is' with no warranties. Caidera does not guarantee uninterrupted availability, error-free operation, or fitness for a particular purpose during this period.

8.2 The Customer is obligated to notify Caidera immediately of any Defects that occur. Caidera shall remedy duly reported Defects within a reasonable period of time. The details are regulated in the SLA.

8.3 The Customer shall grant Caidera a period of four (4) weeks, or a longer period if necessary, for the rectification of material Defects. Prior to the expiration of this period, an extraordinary

termination pursuant to Section 14.2 below or Section 543 para. 2 sentence 1 no. 1 German Civil Code (BGB) due to failure to provide contractually compliant use shall be excluded. Any other rights of the Customer under the SLA and these GTC in the event of material Defects shall remain unaffected.

9 Liability

9.1 Caidera merely provides the technical framework for the automated execution of marketing content and campaigns via the Caidera Platform. Caidera is not liable for the content created by the Customer or for the effectiveness or economic success of campaigns executed via the Caidera Platform.

9.2 The strict liability under § 536a para. 1 BGB (German Civil Code) for defects in the Caidera Platform existing at the time of contract conclusion is excluded, unless the defect concerns a feature of the Caidera Platform expressly guaranteed to the Customer.

9.3 Caidera provides its services in accordance with industry standards but does not guarantee the achievement of a specific outcome or economic success.

9.4 Caidera shall be liable for damages only in the event of:

(i) Intent or gross negligence on the part of Caidera or its legal representatives or vicarious agents;

(ii) Negligent breach of essential contractual obligations, the fulfillment of which is a prerequisite for the proper execution of the contract, and on which the Customer regularly relies (cardinal obligations), but limited to damages foreseeable at the time of contract conclusion;

(iii) Negligence causing injury to life, body, or health by Caidera or its legal representatives or vicarious agents;

(iv) Any mandatory legal liability of Caidera.

9.5 Any contributory negligence on the part of the Customer shall be taken into account. In particular, Caidera shall only be liable for data recovery if the Customer has taken all necessary and reasonable data backup measures and ensured that data can be reconstructed from machine-readable backups with reasonable effort.

9.6 This liability clause is conclusive and applies to all claims for damages, regardless of their legal basis, including pre-contractual and ancillary contractual claims. It also applies in favor of Caidera's legal representatives and vicarious agents if claims are asserted directly against them.

9.7 The Customer is obligated to notify Caidera immediately in writing of any damages covered by this liability clause or to have Caidera formally record such damages, so that Caidera can be informed as early as possible and potentially mitigate the damage together with the Customer.

9.8 During the trial period, Caidera provides the platform on an 'as-is' basis. Caidera assumes no liability for the content generated by the platform or its compliance with legal, regulatory, or

industry-specific requirements. The Customer bears full responsibility for reviewing and ensuring the appropriateness and legality of any generated content.

10 Limitation

10.1 Claims of the Customer that do not arise from a defect shall become statute-barred within one (1) year from the time the claim accrues, provided that there is no intent or gross negligence. This does not apply in cases of personal injury, which shall be subject to the statutory limitation period.

10.2 Withdrawal or reduction of contractual obligations shall be ineffective if the Customer's claim for performance or subsequent performance is time-barred.

11 Rights of use

11.1 The software underlying the Caidera Platform is protected by copyright. Caidera is the sole owner of all intellectual and industrial property rights. Caidera guarantees that the general operation of the Caidera Platform is legally permissible, does not violate laws, regulations, or guidelines, and does not infringe on any third-party rights. Caidera undertakes to indemnify the Customer against justified claims by third parties due to the operation of the Caidera Platform and to compensate the Customer for any damages incurred in this context (including reasonable legal defense costs) in accordance with Clause 9.

11.2 The Customer is granted a non-transferable, non-exclusive right, limited in time to the duration of the usage agreement, to use the functionalities of the Caidera Platform via the Internet for the contractually agreed purpose under the Usage Agreement. No further rights are granted to the Customer. Unless otherwise agreed in the Usage Agreement, the Customer is not entitled to allow third parties to use the Caidera Platform or to make it accessible to third parties, except for third-party service providers engaged by the Customer. Output created during the trial period may only be used for internal evaluation purposes and is not intended for commercial use.

12 Data governance; data storage and deletion / data protection

12.1 Both parties shall comply with applicable data protection regulations. In the context of providing and operating the Caidera Platform, Caidera acts as a data processor within the meaning of Art. 28 GDPR (EU DSGVO) and § 62 BDSG with respect to the Customer's personal data. The details are governed by Caidera's Privacy Policy, available at https://www.caidera.ai/privacy-policy. During the trial period, no Data Processing Agreement (DPA) is automatically concluded. If the Customer processes personal data during the trial period, the Customer is solely responsible for ensuring compliance with applicable data protection regulations. During the trial period, the Customer shall refrain from processing personal data on the Caidera Platform. Caidera assumes no responsibility for the lawful processing of any personal data entered or generated by the Customer during the trial period.

12.2 Customer data and interaction histories resulting from the use of the Caidera Platform may be stored by Caidera and will be available for retrieval by the Customer in accordance with the

configuration settings defined in the Caidera Platform. The platform may also automatically update Customer data stored in the Customer's systems based on interactions with end customers. Additionally, Caidera may track the usage frequency of specific platform features to improve user experience. Caidera has no custodial or safekeeping obligations beyond what is necessary for the operation of the Caidera Platform. The Customer is responsible for compliance with any commercial or tax-related data retention obligations.

12.3 The Customer is responsible for ensuring that all legal requirements for the collection and processing of Customer Data through interactions with end customers via the Caidera Platform are met. This includes ensuring that end customers have validly consented to data processing, where required, so that Caidera can fulfill its obligations under the Usage Agreement. The Customer shall inform Caidera without undue delay if an end customer revokes their consent for the processing of Customer Data.

12.4 The Customer retains ownership of all Customer Data provided to Caidera or collected via the Caidera Platform. Caidera is not entitled to use Customer Data for any purpose beyond the execution of the Usage Agreement. However, Caidera may analyze interaction histories to improve the performance and usability of the Caidera Platform.

12.5 The Customer shall indemnify Caidera upon first request against all claims by third parties, including end customers or regulatory authorities, and/or hold Caidera harmless from damages and costs incurred due to unlawful or incorrect data processing under applicable data protection laws, unless Caidera is directly responsible for the violation or damage.

12.6 Caidera uses PostHog (an analytics platform) to record and analyze anonymized session replays of the Customer's interactions with the Caidera Platform, in order to improve and optimize the Platform. Caidera may also use additional PostHog features (e.g. product analytics and experimentation tools) for the same purpose in the future. The Customer acknowledges that all such data will be processed by PostHog and Caidera in compliance with applicable data protection laws (including the GDPR) and Caidera's Privacy Policy. By using the Caidera Platform, the Customer (and its authorized users) consents to this use of PostHog and to Caidera's processing of the resulting usage data.

13 Offsetting, retention; reduction

13.1 The customer has a right of set-off, reduction and/or a right of retention against Caidera only if its counterclaims have been legally established, are undisputed or have been acknowledged by Caidera.

13.2 Furthermore, the customer may only exercise a right of retention if the counterclaim is based on the same contractual relationship.

13.3 The customer's right to reclaim remuneration not actually owed shall remain unaffected by the restriction of section 13.1.

14 Term, termination

14.1 The term of the contract of use and the period of notice for ordinary termination shall be governed by the agreements made under the contract of use.

14.2 The right to extraordinary termination of this contract of use for good cause remains unaffected. Good cause shall be deemed to exist for the other contracting party in particular if:

a) one of the parties seriously breaches its contractual obligations and therefore the other party can no longer be expected to adhere to the contract;

b) the customer is more than two 2 months in arrears with the payment of due user fees or other remuneration, even after the expiry of a reasonable deadline set by Caidera for remedial action;

c) insolvency proceedings are applied for, opened or refused in respect of all or part of the assets of a party;

d) one of the parties has a ground for insolvency within the meaning of sections 17 - 19 InsO;

e) the financial circumstances of a party deteriorate to such an extent that proper performance of the contract can no longer be expected, even if there is no reason for insolvency within the meaning of sections 17 - 19 InsO.

14.3 Any termination must be in writing.

15 Secrecy

15.1 The parties undertake to keep confidential for an unlimited period of time all confidential information of which they become aware within the framework of the contractual relationship and which has already come to their knowledge and - unless this is necessary to achieve the purpose of the contract - not to pass it on or use it in any other way. Confidential information is all information and documents of the parties which are marked as confidential or which are to be regarded as confidential due to the circumstances, in particular information about operational processes, business relationships, further company and business secrets, know-how, all work results as well as Caidera's business model.

15.2 Such confidential information shall be exempt from the obligation,

a) which were demonstrably already known to the other party at the time of the initiation of the contract of use or which subsequently become known to it from a third party, without a confidentiality agreement, statutory regulations or official orders being violated as a result;

b) which were publicly known, insofar as this is not based on a breach of this contract;

c) which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the party obliged to disclose shall inform the other party in advance in this case and give it the opportunity to oppose the disclosure.

15.3 Any disclosure of confidential information to third parties, with the exception of disclosure to third-party service providers or Caidera's service providers, requires the express written consent of the respective other party, unless other provisions are expressly made in the user agreement.

15.4 The parties shall ensure by appropriate contractual agreements that the employees and contractors working for them also refrain for an unlimited period of time from any use or disclosure of confidential information. The parties will disclose confidential information to employees and contractors only to the extent that they need to know the information for the performance of this contract.

15.5 The customer agrees not to allow third parties to access the Caidera's platform nor to present the Caidera platform and its functionalities to them.

16 Final provisions

16.1 Amendments, supplements or a cancellation of the contract of use or other contractual documents must be made in writing in order to be effective, unless expressly provided otherwise or a stricter form is prescribed by law. This also applies to the amendment or cancellation of this written form clause.

16.2 General terms and conditions of the customer shall not apply.

16.3 The contractual basis of the contract of use is the following conditions in descending order of priority in the event of contradictions:

a) Supplementary agreements (if agreed);

b) the provisions of the contract of use;

c) SLA;

d) GTC.

16.4 Should individual provisions of the contract of use or other contractual documents be or become invalid or unenforceable in whole or in part, or should they not contain a provision that is necessary in itself, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision or in order to fill the gap in the provision, that legally permissible provision shall be deemed to have been agreed retroactively which corresponds as far as possible to what the parties would have intended or would have been agreed by the parties in terms of meaning and purpose if they had considered the invalidity or unenforceability of the relevant provision or the gap in the provision. This shall also apply if the ineffectiveness or impracticability is based on a prescribed measure of performance or time. In this case, a legally permissible

measure of performance or time that comes as close as possible to what was intended shall replace the prescribed measure.

16.5 None of the provisions of the User Agreement or other contractual documents constitute rights in favor of third parties who are not parties to this Agreement.

16.6 The license agreement and the other contractual documents are subject to the laws of the Federal Republic of Germany, excluding the German conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

16.7 For all disputes arising from or in connection with the contract of use and/or the other contractual documents, including their validity, the Regional Court of Berlin shall have exclusive jurisdiction, to the extent permitted by law.