GENERAL TERMS AND CONDITIONS

OF MINUBO GMBH
SCHWANENWIK 24
D-22087 HAMBURG
(HEREINAFTER REFERRED TO AS "MINUBO").

AS OF OCTOBER 1, 2026

1 SCOPE OF APPLICATION

1.1 These General Terms and Conditions (“Terms”) constitute the exclusive legal agreements between minubo and the Customer (as defined below) and govern the use of the minubo web application as well as any other services, consulting, software, data, and other materials provided through the minubo website(s), e.g., www.minubo.com (“Website”), which minubo may further develop in accordance with Section 2.3 (collectively, the “Data Platform”). In addition, the integration of the Customer's software into the Data Platform is governed hereby.

1.2 For the purposes of these Terms, “Customer” (hereinafter also referred to as “you” or “your(s)”) means the company, organization, or entrepreneur purchasing a subscription to the Data Platform. The general terms and conditions of the Customer shall not become part of the contract between the parties, even if included in an order form or other communication from the Customer to minubo or to a business partner of minubo. In the event of conflicts between these Terms and a written offer from minubo signed by an authorized signatory of minubo, the offer shall prevail.

1.3 Should you enter into an agreement within the scope of these Terms on behalf of your company or another organization, you hereby warrant and represent that you are authorized to conclude this agreement on behalf of such company or organization. minubo is entitled at any time, at its sole discretion, to request proof of authorization. If the person acting on behalf of the company or another corporate employee cannot provide the requested proof of authorization for registration, booking, and use within one (1) week of receiving the respective request, minubo shall be entitled to suspend the account and the company profile at any time.

1.4 Use of the Free Demo Version
minubo offers the Customer the use of a free demo account with limited duration and scope of features under the conditions of these Terms. Following a personal meeting or written communication with minubo staff, the Customer receives individual access credentials. By logging in on the corresponding page of minubo's web presentation, the Customer accepts the terms of use. minubo is entitled to deactivate access at any time and without giving reasons.

1.5 Conclusion of a Contract for Trial Phase on Customer Data
minubo offers the Customer the execution of a trial account with limited duration and scope of features under the conditions of these Terms. Selected source data systems of the Customer will be connected and validated at a high level in order to allow the Customer initial insights into the functional scope of minubo. The parties agree in a separate agreement on the timeframe, source systems to be connected, and any applicable costs. The Customer undertakes to contribute to the integration, e.g., by providing access credentials and feedback. The Customer acknowledges that the results within the Data Platform do not correspond to a full onboarding with all relevant source data systems, multiple validation rounds and consideration of all edge cases in the Customer's business. Either party is entitled to terminate the trial phase at any time.

1.6 Conclusion of a Contract for Paid Access
The conclusion of a contract for paid access to the Data Platform occurs upon acceptance of a corresponding offer by the Customer. Such an offer may include more comprehensive services than a demo or trial account. If the Customer accepted different terms and conditions during the creation of the demo or trial account than those attached to the offer, the terms from the offer shall always apply.

1.7 The Customer data required for contract conclusion must be disclosed truthfully and updated by the Customer immediately if changes occur in order to ensure smooth usage.

2 SUBJECT MATTER OF THE CONTRACT

2.1 The subject matter of the contract is the Customer's use of the Data Platform, the performance obligations of minubo, and those of the Customer. On the websites of minubo or selected partners, minubo provides its customers with the ability to access the Data Platform. The contractually agreed scope of services and the fees owed therefor derive from the offer, including any service specification referenced therein (hereinafter collectively "Offer"; the service specification also "Service Specification"). The respective Data Platform is provided to the Customer exclusively via the Internet.

2.2 minubo provides the Data Platform with an availability of 99.0% on a monthly average at the handoff point (exit of the data center used by minubo to the Internet). The following shall not be counted as downtime: (i) scheduled maintenance windows announced in advance, which usually lie outside business hours (Monday to Friday, 8:00 a.m. to 6:00 p.m. CET/CEST); (ii) downtime due to force majeure (Section 11.6); (iii) downtime attributable to circumstances within the Customer's control, disruptions of the Internet outside the handoff point, or use in breach of contract. If minubo falls below the agreed availability in a calendar month by more than 0.5 percentage points, the Customer is entitled to reduce the fees attributable to that month pursuant to Section 7.2.2; further rights of the Customer remain unaffected to the extent based on a circumstance for which minubo is responsible.

2.3 minubo is entitled to further develop, modify, and expand the Data Platform, in particular to adapt it to technical developments, changed legal requirements, or security requirements, to fix errors, or to improve functionalities. minubo will reasonably consider the Customer's legitimate interests and will not materially restrict the core scope of functions agreed in the Offer for the duration of the contract term, unless required for legal, security, or technical reasons or if minubo provides a substantially equivalent feature. minubo will inform the Customer in text form or within the Data Platform in due time prior to

material changes affecting use by the Customer; this shall not apply to urgent security updates.

2.4 AI Functionalities

2.4.1 The Data Platform may contain features based on artificial intelligence methods, in particular large language models or other machine learning procedures, that automatically generate content, analyses, summaries, recommendations, or answers, or pass Customer data to such procedures for this purpose ("AI Functionalities"). AI Functionalities are covered regardless of their designation and technical setup, in particular chat or assistant features embedded in the Data Platform, automatically generated reports and summaries, and interfaces through which the Customer connects its own AI systems to the Data Platform (e.g., via the Model Context Protocol, "MCP"). The available scope of AI Functionalities derives from the Offer and Service Specification. minubo may further develop, expand, modify, or discontinue AI Functionalities pursuant to Section 2.3. The Customer may activate AI Functionalities via a separate opt-in in the admin settings of its account and adjust individual user settings there; remaining services and agreed remuneration remain unaffected hereby.

2.4.2 Results generated by AI Functionalities ("AI Results") are created automatically based on statistical methods. They may be incomplete, inaccurate, or incorrect, even if plausible, and do not constitute advice. The Customer shall verify AI Results prior to use, especially prior to business decisions, exercising the due care of a prudent merchant. minubo owes the provision of AI Functionalities in accordance with the Service Specification, not the substantive accuracy, completeness, or fitness of individual AI Results for a specific purpose. Section 8 remains unaffected.

2.4.3 AI Functionalities provided by minubo: To the extent minubo employs language models or other AI services of third parties ("AI Service Providers") to provide AI Functionalities, data required to process a request (in particular user inputs, conversation history, data model, and query results) will be transmitted via an AI gateway provider (for model routing, operation, security, and billing of the service) to selected language models (exclusively providing Zero Data Retention and EU hosting) and processed there solely to perform the service. minubo only engages AI Service Providers with whom it has agreed that Customer data will not be used to train or improve their models. The engaged AI Service Providers are designated as sub-processors in the Data Processing Agreement; its provisions apply to their engagement and replacement. minubo does not use Customer data to train its own AI models unless separately agreed; Section 4.6 remains unaffected.

2.4.4 Connection of Customer's Own AI Systems: If the Customer connects an AI system operated or licensed by itself to the Data Platform via an interface provided by minubo, the Customer is solely responsible for the selection, configuration, and use of such AI system, agreements with its provider (including data protection, processing location, and exclusion of use for training purposes), access rights of its users, and all data retrieved or received by the AI system via the interface. In this case, minubo merely provides the interface; processing by the Customer's own AI system occurs outside minubo's sphere of responsibility and not within the scope of the Data Processing Agreement. The Customer shall ensure that only authorized users and systems access the interface and shall protect credentials issued for this purpose pursuant to Section 5.1. For error analysis and support, minubo may process data and queries provided via the interface in minubo's deployed AI Functionalities pursuant to Section 2.4.3; the Customer may object thereto in text form at any time, in which case minubo shall not owe support and error analysis services to that extent.

2.4.5 The Customer shall not use AI Functionalities for purposes prohibited under Regulation (EU) 2024/1689 (AI Act) or that would classify the Data Platform as a high-risk AI system under Annex III of the AI Act, in particular not for decisions regarding natural persons in employment contexts or access to essential services, unless separately agreed. As deployer within the meaning of the AI Act, the Customer is responsible for compliance with its applicable obligations, in particular appropriate human oversight, and will inform its users that AI Results are generated automatically.

2.4.6 The Customer shall not use AI Functionalities to bypass security measures, gain access to data of other customers, or impair the Data Platform or AI Service Providers through abusive inputs. Section 4.7 applies to the scope of use of AI Functionalities.

2.5 Consulting and Implementation Services

2.5.1 minubo renders consulting, training, and implementation services (e.g., data integration, setup of data models and reports) only to the extent agreed in the Offer and under the terms specified therein. These services are service contracts (Dienstleistungen), under which minubo owes diligent performance according to state-of-the-art standards, but not a specific result or work product, unless a deliverable subject to acceptance (Werk) is explicitly agreed in the Offer. Unless agreed otherwise, they will be billed time-and-materials style at the rates stated in the Offer plus documented travel expenses.

2.5.2 The Customer shall render necessary cooperation services in a timely and uncompensated manner, in particular by designating a technically qualified contact person, providing required information, data, and system access, and reviewing interim results promptly. Delays and additional expenses resulting from omitted or delayed cooperation shall be borne by the Customer. Rights to work products created within the scope of these services (in particular configurations, data models, and report templates) belong to minubo, unless agreed otherwise in the Offer or another written agreement. The Customer receives a right of use in the work products for the duration of the contract pursuant to Section 3.1. Customer data evaluated using these work products and the evaluations resulting therefrom remain generated data within the meaning of Section 4.5. Sections 7 and 8 apply, provided that the right to supplementary performance (Nacherfüllung) replaces the reduction of fees under Section 7.2.2. If a work contract (Werk) is agreed, warranty rights of the Customer shall be governed by §§ 634 et seq. BGB, provided minubo is first given opportunity for supplementary performance.

3 GRANT OF RIGHTS

3.1 Under these Terms, minubo grants the Customer, for the duration of the term of this agreement (as defined below in Section 9.2) and subject to payment of remuneration pursuant to Section 6, a non-transferable, non-exclusive right of use, without the right to grant sublicenses, to access online and use online the Data Platform for the Customer's internal business purposes. This right of use is subject to the restrictions in this agreement and any usage limits designated during subsequent contract

conclusions or amendments in a written contract. This right of use does not include the right to store or run a copy of the Data Platform on systems to which the Customer has access under any legal ground.

3.2 The Customer is not entitled (and shall not authorize third parties):

3.2.1 to reverse engineer or decompile the source code of any software contained in the Data Platform. Should the Customer require information to establish interoperability of the Data Platform with other software, minubo will disclose interface information to the Customer, provided minubo reserves the right to do so only against signature of a separate non-disclosure agreement by an authorized signatory of the Customer;

3.2.2 to copy, modify, adapt, translate, or otherwise use, resell, distribute, or sublicense the Data Platform beyond the scope expressly permitted under these Terms or a written contract between the Customer and minubo;

3.2.3 to remove or alter any proprietary and/or copyright notices or other markings on the Data Platform.

3.3 As between minubo and the Customer, minubo is the owner of the Data Platform and any derivative works thereof, including all copyrights and other intellectual property rights associated therewith. The Customer holds no rights regarding the Data Platform or derivative works, except those expressly granted under these Terms and those created by the Customer itself, provided that derivative works developed by the Customer may not be published without minubo's prior written consent.

3.4 The Data Platform may contain software or information originating from suppliers of minubo. Such software or information may be subject exclusively to terms of suppliers applicable to such software or information, which shall also apply vis-à-vis the Customer, provided minubo informed the Customer of these terms and the software or information to which they apply.

4 HANDLING OF AND OWNERSHIP OF DATA

4.1 When using the Data Platform and contractual services, the Customer shall comply with applicable law. Illegal content or data infringing third-party rights must not be uploaded to the Data Platform and/or made accessible or distributed to others via the Data Platform.

4.2 minubo is entitled to block data and, to the extent necessary to eliminate the infringement, delete data that violates legal provisions or infringes third-party rights; minubo will inform the Customer thereof without delay, if possible in advance. In this context, the Customer is obliged to perform all relevant cooperation services without delay, in particular when requested by minubo. The Customer shall bear the costs of its cooperation services.

4.3 The Customer itself bears responsibility for data and content provided to it by minubo, as well as data and content provided by it to minubo. minubo will not verify whether data and content are correct, free of viruses, nor verify vulnerability to viruses.

4.4 The Customer agrees that

4.4.1 the Data Platform may copy data stored by the Customer in the Data Platform (“User-Stored Data”), and

4.4.2 the Data Platform may copy data stored by the Customer itself or with a third-party provider to which the Customer grants access to the Data Platform via an Application Programming Interface (“API”) or other means (“Third-Party Stored Data”), and may modify and send back such data. In such case, the Customer shall ensure that third-party terms of use do not conflict with these processes.

4.5 As between the Customer and minubo, the Customer is the owner of User-Stored Data and Third-Party Stored Data (collectively hereinafter “Customer Data”). The Customer grants minubo the unrestricted right to process Customer Data for the purpose of providing contractual services in the Data Platform. Evaluations, key metrics, reports, AI Results, and other results arising from this processing (hereinafter “Generated Data”) belong to the Customer as between the parties; minubo may use them to render contractual services.

4.6 The Customer grants minubo the unrestricted right to use Customer Data for the purpose of generating anonymized and aggregated statistics from minubo's customer base (“Aggregated Data”) as well as for using such Aggregated Data to further develop its products and services.

4.7 Scope of Use (Fair Use)

4.7.1 The agreed scope of performance relates to the Customer's usage profile described in the Offer, in particular the number of connected data sources, processed data volume (number of records or storage volume), and number of tenants (independent business units/country organizations stored and analyzed in separate databases within the Data Platform), (“Usage Profile”). If the Offer contains no details thereon, the Usage Profile existing at contract execution and communicated to minubo shall be deemed agreed.

4.7.2 If data volume provided or caused by usage significantly and not merely temporarily exceeds the volume assumed in the Offer or Service Specification, minubo will inform the Customer in text form. The parties will align promptly to agree on an appropriate and sustainable solution for both sides. Adjustments to storage, processing, and agreed remuneration may be considered. Changes to the scope of performance or remuneration require agreement of the parties in text form. Other contractual and statutory rights remain unaffected.

4.7.3 To the extent the Offer provides a quota for AI Functionalities (e.g., credits, number of requests, or computing volume per billing period), usage is limited to such quota. Upon reaching the quota, minubo may restrict AI Functionalities until the start of the next billing period, unless the Customer selected additional usage billing at rates specified in the Offer. minubo informs the Customer in the Data Platform upon reaching 80% and 100% of the quota.

4.7.4 Any use that visibly does not correspond to the contractually intended purpose of the Data Platform in nature or extent, in particular automated mass queries, use of the Data Platform as pure data storage, or rendering services to third parties, is impermissible; Section 9.4 remains unaffected.

4.8 To the extent minubo processes personal data on behalf of the Customer in performing services, the parties shall enter into

a Data Processing Agreement pursuant to Art. 28 GDPR. As data controller, the Customer is responsible for the lawfulness of processing, in particular existence of a legal basis, fulfillment of information obligations, and performance of any required data protection impact assessment. The Customer shall bring personal data into the Data Platform only to the extent necessary for the contractually intended purpose.

5 CONFIDENTIALITY OF CONFIDENTIAL INFORMATION AND PASSWORDS

5.1 The Customer is responsible for maintaining the confidentiality of its users' passwords. The Customer will instruct its users to keep passwords secret, not disclose them to others or allow them to be disclosed to third parties, and take necessary measures to ensure password confidentiality. In case of breach or loss of such data or suspected breach or loss, the Customer will inform minubo immediately via email at datenschutz@minubo.com.

5.2 “Confidential Information” means all information disclosed orally or in writing by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) that is designated as confidential or should reasonably be understood to be confidential given the nature of the information and circumstances of disclosure.

5.2.1 The Customer's Confidential Information includes Customer data and end-customer data, and

5.2.2 minubo's Confidential Information includes the Data Platform and Aggregated Data, and

5.2.3 Confidential Information of each party includes terms of this agreement and all orders or purchases (including pricing), business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party.

5.2.4 However, Confidential Information does not include information that

5.2.4.1 is or becomes generally known to the public without breach of any duty owed to the Disclosing Party,

5.2.4.2 was known to the Receiving Party prior to disclosure by the Disclosing Party without breach of any duty owed to the Disclosing Party,

5.2.4.3 was received from a third party without breach of any duty owed to the Disclosing Party, or

5.2.4.4 was independently developed by the Receiving Party without breach of any duty owed to the Disclosing Party.

5.3 The Receiving Party shall exercise the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care),

5.3.1 to ensure Confidential Information of the Disclosing Party is not used for purposes not covered by this agreement, and

5.3.2 except as otherwise permitted in writing by the Disclosing Party, to limit access to Confidential Information of the Disclosing Party to employees and contractors who need access for purposes consistent with this agreement and who have signed confidentiality agreements with the Receiving Party containing protection terms no less stringent than those of these Terms.

5.3.3 Neither party will disclose terms of this agreement or other contractual agreements, e.g., orders or purchases, to third parties other than its affiliates, legal counsel, and auditors without prior written consent of the other party.

5.3.4 In case of disclosure by a Receiving Party, the Receiving Party remains responsible to the Disclosing Party for compliance with confidentiality, including by third parties to whom the Receiving Party disclosed Confidential Information. Exceptions are governed by Section 12.

5.3.5 The Receiving Party may disclose Confidential Information of the Disclosing Party if compelled by law, provided the Receiving Party gives advance notice to the Disclosing Party of such compelled disclosure (to the extent legally permitted) and reasonable assistance at the Disclosing Party's cost if the Disclosing Party wishes to contest disclosure. If the Receiving Party is legally compelled to disclose Confidential Information of the Disclosing Party as part of civil proceedings to which the Disclosing Party is a party, and the Disclosing Party does not contest disclosure, the Disclosing Party will reimburse the Receiving Party for reasonable costs of compiling and providing access to such Confidential Information.

6 FEES

6.1 Within the framework of the free demo version, no fees will be charged.

6.2 The Customer will pay minubo fees for use of the Data Platform as specified in detail in the order or purchase. If the contract term is extended, minubo reserves the right to adjust fees for use of the Data Platform to the size of the Customer's enterprise in accordance with the tier structure agreed in the order or purchase. minubo is entitled to adjust the tier structure to the extent minubo's costs for rendering services (in particular data center and cloud services, AI Service Providers, personnel, and licenses) have increased accordingly since the last price adjustment. If no tier structure is agreed in the order or purchase, the parties will align promptly prior to an extended term to agree on an appropriate and sustainable solution for both sides. Adjusted fees take effect only at the start of an extended term.

6.3 Payment terms for fees will be specified in writing in the Offer.

6.4 All mentioned fees, remuneration, and prices are exclusive of statutory value-added tax. Applicable value-added tax will be invoiced separately.

6.5 The Customer is entitled to set-off or retention only to the extent a claim is undisputed or established by final non-appealable judgment. The Customer may assign claims under this contract to third parties only with minubo's prior written consent.

6.6 If the Customer is in default of payment of due fees, minubo is entitled to suspend access to the Data Platform after warning of suspension in text form setting a grace period of at least ten (10) days, provided the arrears are not insignificant. Suspension shall be omitted if the Customer disputes the claim on substantial grounds or suspension would be disproportionate to the arrears. During suspension, the Customer remains obligated to pay

remuneration. Access will be restored immediately upon full settlement of arrears. Assertion of further rights due to payment default remains reserved to minubo.

7 WARRANTY

7.1 Free Demo Version or Trial Account of the Data Platform

7.1.1 For use of the Data Platform within a free demo version or a free trial account, liability for defects is excluded.

7.2 Paid Use of the Data Platform and Other Paid Services of minubo

7.2.1 minubo is liable only for defects in minubo's services or its vicarious agents. minubo is not liable for defects resulting from missing or faulty provision of data by the Customer.

7.2.2 A defect exists if suitability for contractual use is impaired or significantly reduced. If suitability for contractual use is completely reduced, the Customer is released from paying fees for the respective contractual service until the defect is remedied. In case of partial unsuitability, remuneration will be reduced to a reasonable level until the defect is remedied. The payment obligation for contractual services unaffected by the defect remains in place.

7.2.3 The Customer shall inform minubo without undue delay of defects in contractual services. It shall specify how and under what circumstances the error or defect occurred and actively support minubo free of charge in error remediation, in particular providing all necessary documents, data, etc. required by minubo for analysis and remediation of defects.

7.2.4 Should inspection of an error report show that the error occurred within the Customer's sphere of influence, minubo is entitled to charge the Customer for inspection of the error report at minubo's applicable rates. This does not apply if the Customer, despite exercising due care, was unable to recognize that the error occurred within its sphere of influence.

7.2.5 Damage claims of the Customer due to defects, whether existing at contract execution or occurring later, are governed exclusively by Section 8.

7.3 Any other claims and rights of the Customer based on defects of contractual services not expressly granted to the Customer under this Section 7 – Warranty are disclaimed, unless accruing to the Customer under mandatory statutory provisions.

8 LIABILITY

8.1 Free Demo Version or Trial Account of the Data Platform

8.1.1 Regarding the free demo version and free trial account, minubo is liable only for intent and gross negligence, for damages resulting from injury to life, body, or health, under the Product Liability Act, and for lack of guaranteed characteristics. In cases of gross negligence, liability is limited to typical and foreseeable damages, unless damages from injury to life, body, or health are concerned. Any further liability is excluded.

8.2 Paid Use of the Data Platform and Other Paid Services of minubo

8.2.1 Damage claims of the Customer are excluded, unless expressly granted below. The Customer is entitled to damage claims based on injury to life, body, or health or breach of a material contractual obligation (cardinal duty), as well as liability for any other damages arising from intentional or grossly negligent breaches of duty caused by minubo, its legal representatives, or vicarious agents. Within the scope of this agreement, cardinal duties are obligations that enable proper performance of the contract and fulfillment of its purpose, and on compliance with which the Customer regularly relies.

8.2.2 In case of a slightly negligent breach of a cardinal duty, minubo is liable only for typical damage foreseeable at contract execution. This limitation does not apply to damages resulting from injury to life, body, or health or damages from intentional or grossly negligent breaches of duty.

8.2.3 Any liability for claims under the Product Liability Act and guarantees, which must be designated as a “guarantee” to legally qualify as such, remains unaffected.

8.2.4 In case of data loss attributable to minubo, minubo's liability within the framework of Sections 8.2.2 and 8.2.5 is limited to the effort required to restore data from backups to be maintained by minubo under the Data Processing Agreement or Service Specification. To the extent the Customer introduces data into the Data Platform whose source the Customer holds itself, the Customer shall back up such source data to a reasonable extent; failure to do so shall be considered contributory negligence in minubo's liability.

8.2.5 In cases of slight negligence, minubo's total aggregate liability per contract year is limited to the remuneration paid or payable by the Customer to minubo under this contract in the twelve (12) months preceding the damaging event, but at least EUR 10,000. This limitation does not apply to damages from injury to life, body, or health, intentional or grossly negligent breaches of duty, or cases under Section 8.2.3.

8.2.6 No further liability exists on minubo's part. Strict liability (verschuldensunabhängige Haftung) of minubo for defects existing at contract execution (§ 536a para. 1 alt. 1 BGB) is excluded; liability under Sections 8.2.1 through 8.2.5 remains unaffected.

8.2.7 Limitations of liability in these Terms also apply in favor of minubo's legal representatives and vicarious agents if claims are asserted directly against them.

8.2.8 The Customer's claims for damages shall statute-bar within one year from the statutory limitation period commencement. This does not apply to damages from injury to life, body, or health, claims arising from intent or gross negligence, guarantees, or under the Product Liability Act; these statute-bar according to statutory provisions.

9 TERM AND TERMINATION

9.1 The contract takes effect upon execution pursuant to Section 1.

9.2 For contracts for paid use of the Data Platform, the term is governed by the term specified in the order or purchase, which is 12 months unless provided otherwise in the Offer (hereinafter “Initial Term”). The Initial Term automatically extends by further 12-month periods unless either party objects to extension at

least three (3) months prior to expiration of the Initial Term or three (3) months prior to end of the respective renewal term.

9.3 The term of the free demo version is governed individually in personal discussion or written communication between minubo and the Customer. Generally, demo accounts are deactivated after 14 days.

9.4 The contract may be terminated for cause (aus wichtigem Grund) by either party. For example, minubo is entitled to terminate the contract if the Customer breaches these Terms, e.g., by using the Data Platform beyond the contractually agreed scope and failing to cease such use within a reasonable grace period warned by minubo.

9.5 Termination must be made in writing.

10 EFFECTS OF TERMINATION; SURVIVING PROVISIONS

10.1 In case of ordinary termination by either party, minubo will deactivate the Customer's user accounts at the end of the agreed term. The Customer is obligated to cease use of the Data Platform. Furthermore, minubo will delete Customer data in the Data Platform pursuant to Section 10.5, unless agreed otherwise with the Customer.

10.2 In case of extraordinary termination by either party, minubo will deactivate the Customer's user accounts with immediate effect. The Customer is obligated to cease use of the Data Platform. Furthermore, minubo will delete Customer data in the Data Platform pursuant to Section 10.5, unless agreed otherwise with the Customer.

10.3 Upon contract termination, all rights and rights of use granted to the Customer under these Terms, in particular any rights to use the Data Platform, lapse at the end of the term.

10.4 The following provisions of these Terms survive termination or expiration of this agreement: Sections 2.4.3, 2.4.4, and 2.5.2, Section 3 (“Grant of Rights”), Sections 4.5, 4.6, and 4.8 (“Handling of and Ownership of Data”), Section 5 (“Confidentiality of Confidential Information and Passwords”), Section 8 (“Liability”), Section 11 (“Miscellaneous”), and this Section 10 (“Effects of Termination; Surviving Provisions”).

10.5 Data Export and Provider Switching. The Customer may retrieve Customer Data and Generated Data at any time during the term via export features provided by the Data Platform in a common, machine-readable format. If the Customer intends to switch to another provider or its own IT infrastructure, it may give notice at any time with two months' notice; such notice counts as contract termination, and text form suffices notwithstanding Section 9.5. Following such period, minubo supports switching to the extent required under Chapter VI of Regulation (EU) 2023/2854 (Data Act) within a transition period of thirty (30) calendar days during which the contract continues. If technical feasibility prevents switching within this period, minubo will notify the Customer within fourteen (14) business days after receipt of notice, stating reasons and an alternative transition period of no more than seven (7) months; the Customer may extend the transition period once by a reasonable period determined by the Customer. The contract ends upon successful completion of switching. After the transition period, the Customer may retrieve data for at least thirty (30) calendar days; thereafter minubo deletes Customer Data unless statutory retention duties prevent deletion, confirming deletion upon request in text form. Fees owed for switching are limited to minubo's directly incurred costs until January 11, 2027, and eliminated starting January 12, 2027; agreed fees for the term remain unaffected.

11 MISCELLANEOUS

11.1 The parties are independent contractors. This agreement contains all provisions of the parties regarding the subject matter and replaces all prior agreements, negotiations, representations, and promises between them regarding the subject matter.

11.2 A waiver under this agreement becomes effective only if made in writing and signed by an authorized representative of the waiving party.

11.3 Venue for all disputes arising out of or in connection with this agreement shall be minubo's corporate seat in Hamburg, Germany.

11.4 This agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

11.5 These Terms may be amended by appropriate agreement between the Customer and minubo as follows: minubo transmits amended conditions in text form prior to scheduled effective date, highlighting new provisions and scheduled effective date. Simultaneously, minubo grants the Customer a reasonable period of at least four weeks to declare whether the Customer accepts amended terms for continued service use. If no contrary declaration occurs within this period, starting upon receipt of notice in text form, amended terms shall be deemed agreed. minubo will separately notify the Customer at the start of the period of this legal consequence, i.e., right to object, objection period, and significance of silence. If the Customer accepts amended Terms, they become effective immediately upon express acceptance or expiration of the above period. After expiration of one month, the Customer cannot log into the Data Platform without accepting or objecting to amended terms. If the Customer objects by notice in text form to minubo, previously agreed Terms continue to apply to its contractual relationship. In such case, minubo reserves the right to terminate the contract extraordinarily.

11.6 Neither party is liable for failure to perform obligations (except payment obligations) to the extent based on circumstances beyond its control that could not be avoided exercising due care, in particular natural disasters, war, terror, strike, governmental orders, epidemics, as well as outages or disruptions of third-party telecommunications, cloud, or AI services, provided the affected party is not responsible therefor (“force majeure”). The affected party informs the other party immediately of occurrence and expected duration. If force majeure continues uninterrupted for more than thirty (30) days, either party may terminate the contract extraordinarily.

12 CONTRACTS INVOLVING PARTNER COMPANIES OF MINUBO

12.1 The following sections apply with priority and, where applicable, by way of derogation from other provisions of these Terms for contracts concluded with participation (e.g., mediation) of partner companies or resellers (jointly “Partner Companies”) of minubo.

12.2 Unless provided otherwise in this Section 12 “Contracts Involving Partner Companies of minubo”, remaining provisions of these Terms apply.

12.3 These Terms apply in case of participation of a Partner Company as an independent contract between the Customer and minubo.

12.4 These Terms likewise apply if use of the Data Platform occurs via the service of a Partner Company, e.g., via website or app store of the Partner Company.

12.5 The contract for paid services of minubo may come into existence as an alternative to Sections 1.5 and 1.6 by acceptance of the offer submitted by the Partner Company, provided an authorized signatory of the Partner Company likewise signs the offer and these Terms are incorporated for minubo services.

12.6 To the extent expressly provided in the Offer, the Customer shall pay fees to the Partner Company with debt-discharging effect. In such case, payments directly to minubo shall not be made and do not have debt-discharging effect.

12.7 minubo is entitled to provide Customer Data and Generated Data (Section 4.5) to the Partner Company to the extent necessary to render contractual services or process the contractual relationship (e.g., billing, support); minubo may provide Aggregated Data (Section 4.6) to the Partner Company without this restriction. Personal data is transmitted only if a data protection legal basis exists. Under same conditions, the Partner Company may transmit data stored with it by the Customer or calculated by it for the Customer to minubo; minubo may process such data to render contractual services (Section 4.5) and include it in Aggregated Data (Section 4.6).

12.8 Notwithstanding Section 5.3.4 above, minubo is not answerable for confidentiality breaches of a Partner Company. The Customer is responsible for concluding appropriate agreements with the Partner Company.

12.9 Limitations of liability in these Terms also apply between the Customer and Partner Company or reseller to the extent claims of the Customer arise based on minubo services. minubo is in no case liable or warrants for acts or omissions of third parties, in particular Partner Companies or resellers, unless their services are expressly subject of minubo's contractual services to the Customer.