

General Terms and Conditions of CAMPR GmbH

Preamble

A. General Terms and Conditions

B. Special Terms and Conditions

Preamble

CAMPR GmbH, represented by its managing directors Christoph Pohl and Manuel Weiler (hereinafter referred to as "CAMPR"), offers industry clients a project management platform on its website www.campr.biz. In the text below, the term "Software" will be used interchangeably for the platform itself and for the modules accessible via the platform. The Software is available for use both as a 'Software-as-a-Service' solution (SaaS), in tandem with software hosting on CAMPR's servers, and as an On-Premises solution, with hosting on the Client's own servers. Furthermore, upon request of the Client, CAMPR also offers the option of developing Software modules and implementing them within the Software. In addition, the option is provided to book CAMPR staff to assist on a project by providing interim support and promoting the Client's project.

A. General Terms and Conditions

Sec. 1 Scope

(1) The Software is intended for industrial clients and thus is only being offered to entrepreneurs within the meaning of sec. 14 of the German Civil Code [German acronym: BGB]. These GTCs shall apply only to entrepreneurs. Within the meaning of these GTCs, an entrepreneur is any natural person or legal entity or partnership with legal capacity engaging in commercial or independent professional activity when placing an order. CAMPR shall be entitled, but not obliged, to demand proof of the Client's commercial activity.

(2) The following GTCs shall be deemed to conclusively govern the relationship between CAMPR and the Client.

Sec. 2 Contract formation

(1) When concluding a contract, the Client has the option of choosing between different licence models.

(2) The Client may purchase a SaaS licence or an On-Premises licence.

(3) Under a SaaS licence, the Client may choose between a monthly licence fee for a number of projects, hereinafter referred to as the "Subscription Model", or a one-time payment for a single project, hereinafter referred to as the "Project Model".

(4) A contract is formed when the Client selects a licensing model and completes the order process and confirms these GTCs by ticking the checkbox.

(5) The user may only access all of the functions of the Software by paying the first monthly instalment (Subscription Model) or the total amount (Project Model and On-Premises licence).

Sec. 3 Scope of service, obligations of CAMPR

(1) The Software is project management software which is intended to make the Client's work on projects more efficient and agile.

(2) To this end, CAMPR provides various modules the Client may use to organise and structure its projects.

(3) As part of an initial analysis based on key figures provided by the Client such as the project duration, budget and number of employees involved, the Software generates a proposal for modules which can be used for the project. The Client then has the option of deleting or adding modules to this proposal.

(4) The user may enter its own data into the modules or receive valuations and analyses in order to monitor the status of the project.

(5) CAMPR does not warrant that the use of the Software will yield the outcome desired by the Client.

(6) CAMPR shall have no duty to verify whether the data entered by the Client infringes on third-party rights, in particular trade mark rights and copyrights.

(7) CAMPR is not obliged to create backups of the data uploaded by the Client.

(8) An Internet connection is required for the use of the Software. Responsibility for ensuring a stable Internet connection shall lie solely with the Client.

Sec. 4 Duties of Client

(1) The Client shall use CAMPR's services only for the purposes specified in the contract.

(2) The Client grants CAMPR the right to process, edit and reproduce the data stored by CAMPR for the Client to the extent necessary to provide the services it is required to render under this contract.

(3) The Client shall, at regular intervals, create backups of the projects it has created and the data it has entered.

Sec. 5 Rights of use to the Software

(1) CAMPR grants the Client a non-exclusive and non-transferable right to use the Software described in this contract in line with its intended purpose. If the Client has chosen the Subscription Model, the foregoing shall only apply for the duration of the contract.

(2) The Client may only process the Software if this is covered by the intended use of the Software under the current performance specifications.

(3) The Client is not entitled to make the Software available to third parties for their use in exchange for payment or gratuitously. The Client is therefore expressly prohibited from sub-licensing the Software.

Sec. 6 Warranty, liability

(1) The Client shall promptly report any defects or damage which might disrupt the operation or security of the Software. In connection with this, the Client shall undertake all measures necessary to enable a determination of the defect or damage and the cause thereof or which would facilitate or accelerate the remediation thereof.

(2) CAMPR shall bear liability without limitation for losses caused by its intentional acts or gross negligence or in the event of fraudulent concealment of defects, or where it has assumed a warranty of quality, as well as for any claims based on the German Product Liability Act or for injury to life, limb or health.

(3) CAMPR shall only be liable for other losses where a duty has been breached, the performance of which is *sine qua non* to the proper performance of the contract as to which Clients ordinarily rely on the service provider's compliance ('cardinal obligations'). In such cases, liability shall be limited to such losses as are typically foreseeable.

(4) Liability for losses of data shall be limited to the typical cost of recovery that would have been incurred if backup copies had been made regularly in line with the level of risk involved, unless one of the prerequisites as specified in sub-para. (2) applies.

(5) The foregoing limitations of liability shall also apply in favour of CAMPR's vicarious agents.

Sec. 7 Place of performance

In all cases, the place of performance shall be deemed CAMPR's registered office unless otherwise specified in the individual contract or indicated by the type of activity in question.

Sec. 8 Amendments to these GTCs

CAMPR reserves the right to amend these GTCs at any time upon reasonable notice without any need to provide reasons therefor. CAMPR shall notify the Client by e-mail of the planned amendments and set a reasonable time for the Client to accept or reject the amendment. If the Client does not object to the amendment GTCs within the period set by CAMPR, then the amended GTCs shall be deemed accepted by the Client. If the Client objects to the amended GTCs within the specified time, then both parties shall be entitled to terminate the contract with effect from the date on which the amended GTCs were to come into force. CAMPR shall inform the Client of these legal consequences in its notice of amendment.

Sec. 9 Client data and indemnification against third-party claims

(1) The Client shall be solely responsible for all content and data processed by it as well as any legal positions necessitated by the foregoing.

(2) In this context, the Client hereby undertakes that it shall indemnify and hold CAMPR harmless against any liability and costs whatsoever, including potential and actual costs of litigation, if an action against CAMPR is pursued by third parties, including employees of the Client personally, as a result of the alleged actions or omissions of the Client. CAMPR shall inform the Client of the claim and, to the extent it is legally able to do so, shall afford the Client the opportunity to defend itself against the claim. At the same time, the Client shall promptly provide CAMPR with all information available to it regarding the facts which are the subject of the claim.

(3) The foregoing is without prejudice to any further claims for damages which CAMPR may assert.

Sec. 10 Privacy, confidentiality

(1) The Client shall itself be responsible for the consents of its customers, employees and counterparties required pursuant to the provisions of the Federal Data Protection Act and the GDPR, and for the existence of the corresponding legal bases therefor.

(2) CAMPR hereby undertakes that it shall preserve strict confidentiality with respect to all confidential matters coming to its knowledge in the course of preparation, execution and performance of this contract, and in particular, with respect to any business or trade secrets of the Client, and shall not pass them on or otherwise exploit them. The foregoing shall apply with respect to any and all unauthorised third parties, i.e. including unauthorised employees both of CAMPR and the Client, unless the disclosure of information is necessary for proper performance of CAMPR's contract obligations. In the event of any doubt, CAMPR shall obtain consent from the Client prior to such disclosure.

Sec. 11 System availability

(1) CAMPR offers annual average network availability of 99%.

(2) Excepted herefrom are periods for maintenance and updates by CAMPR, regarding which CAMPR shall give reasonable advance notice. Notice of such works shall be given to the e-mail address provided by the Client during registration.

(3) This exclusion of liability shall not apply to any failure of availability which is due to the fault of CAMPR.

Sec. 12 Force majeure

CAMPR shall have no duty to perform the contract in cases of *force majeure*. *Force majeure* shall be deemed to include all unforeseen events as well as events whose impacts on the performance of the contract are not the responsibility of either party. Such events include, in particular, lawful industrial action including at third companies, as well as measures by governmental bodies.

Sec. 13 Final provisions

(1) In the event that one or more of these Terms and Conditions shall be deemed invalid in whole or in part, this shall not affect the validity of the remaining terms hereof.

(2) There are no oral ancillary agreements hereto.

(3) No amendments and/or addenda shall be valid unless made in written form.

(4) This contract shall be governed by German law, excluding application of the United Nations Convention for the International Sale of Goods, provided that the Client is not a consumer.

B. Special GTCs

B.1. Purchasing a SaaS licence

Sec. 1 Scope

The Software may be used as a SaaS solution. In such cases, the Software is hosted on CAMPR's servers. The text which follows provides rules governing the relations between CAMPR and the Client in connection with a SaaS licence.

Sec. 2 Subject-matter of contract

(1) CAMPR shall provide the Client with SaaS services in the realm of project management software via the Internet.

(2) The subject-matter of the contract is

1a) access to the Software, for use via the Internet and

1b) allocation of storage space on CAMPR's servers.

(3) In allocating storage space, CAMPR shall be permitted to make use of sub-contractors.

Sec. 3 Scope of services

(1) CAMPR shall provide the Client with the current version of the Software via the Internet. To this end, CAMPR shall set up the Software on a server that the Client may access via the Internet. If the Client has selected the Subscription Model, the foregoing shall only apply for the duration of the contract.

(2) The functional scope of the Software, as the same may be modified from time to time, is described in the performance specifications on the provider's website at www.campr.biz.

(3) CAMPR shall promptly remediate all Software errors to the extent of its technical abilities. An error shall be deemed to have occurred if CAMPR does not perform the functions described in the performance specifications, if it yields faulty work product or otherwise does not function properly such that use of the Software is impossible or is only possible to a limited extent.

(4) CAMPR shall be entitled to further develop the Software on an ongoing basis and improve it through updates and upgrades.

Sec. 4 Rights of use to the Software

The Client may only duplicate the Software to the extent this is covered by the intended use of the Software in accordance with the current performance specifications. Necessary duplication of the Software shall include loading the Software into the main memory of the provider's server but shall not include temporary installation or storage of the Software on data carriers such as hard drives, USB-sticks, cloud backups or other media of the Client.

Sec. 5 Allocation of storage space

(1) CAMPR shall provide the Client with defined storage space on its server for storage of its data. The Client may store content of up to 1000 MB on the server. CAMPR shall notify the Client if the storage space no longer suffices to store such data.

(2) To the extent that CAMPR provides the Client with additional storage space free-of-charge, it shall be deemed to do so voluntarily, without this entitling the Client to assert any claim for such storage space. In such cases, CAMPR reserves the right to reduce the Client's storage space or may ask the Client relinquish and delete any storage space beyond this, without the need to give reasons for doing so.

(2) CAMPR shall ensure that the stored data is accessible via the Internet.

(3) The Client shall have no right to provide this storage space to third parties for their use in part or in whole, whether for payment or gratuitously.

(4) The Client undertakes that it shall not store any content in the storage space where the provision, publication or use thereof would violate applicable law or agreements with third parties.

Sec. 6 Duties of the Client

(1) The Client undertakes that it shall not place any illegal content in the storage space provided to it which is in breach of applicable law or regulatory requirements or infringes on third-party rights.

(2) The Client shall take appropriate precautions to prevent unauthorised access by third parties to the protected areas of the Software. To this end, the Client shall, if necessary, inform its employees of their obligation to comply with copyright law.

(3) The Client is responsible for entering and updating the data and information required to use the SaaS services.

(4) The Client shall check its data and information for viruses or other harmful components before uploading them and shall use state-of-the-art virus protection programmes for this purpose.

(5) The Client shall generate a username and password for accessing and using the SaaS services. The Client shall keep its username and password secret and shall not disclose them to third parties.

(6) The content stored by the Client in the storage space allocated to it may be protected by copyright and data protection laws. The Client hereby grants CAMPR the right to furnish the content stored on the server to the Client via the Internet when the Client submits a query and, in particular, to reproduce and transmit such content for purposes of data backups.

(7) As a technical service provider, CAMPR stores content and data for the Client which the Client enters and stores when using the Software and holds ready for retrieval. The Client undertakes to CAMPR that it shall not upload any content or data which is illegal, whether in absolute respects or in relation to individual third parties, and shall not use any programmes containing viruses or other malware in connection with the Software. The Client shall remain responsible for personal data and must therefore always verify whether the processing of such data is covered by consents with respect to its use of the Software.

Sec. 7 Liability for defects, liability

(1) CAMPR shall ensure that the SaaS services are functional and operationally ready, in line with the terms and conditions of this contract.

(2) In the event that CAMPR's services are utilised by unauthorised third parties using the Client's access data, the Client shall be liable in civil damages for any resulting fees until CAMPR has received an order from the Client to change the access data or the Client has reported the loss or theft, where the Client bears fault for the unauthorised third-party's access thereof.

(3) CAMPR shall be entitled to immediately block the storage space if it has reasonable grounds to suspect that the stored data is unlawful and/or breaches third-party rights and/or if any other wrongful use by the Client is taking place. Justified suspicions of illegality and/or infringement shall be deemed present, in particular, if courts, public authorities and/or other third parties inform CAMPR thereof. CAMPR shall immediately inform the Client of the block and the reasons for it. The block will be lifted as soon as the grounds for suspicion cease.

(4) The warranty hereunder is based on the statutory rules governing rental contracts, secs. 535 *et seq.* BGB

(5) CAMPR hereby disclaims liability under sec. 536 a (1), (1st alternative) BGB, which includes claims for no-fault damages by the Client against CAMPR.

Sec. 8 Term and termination in connection with Subscription Model

(1) The contract is made for an indefinite period of time. The parties' contract relations commence at such time as the Client completes registration, and may be terminated by either party after one year has elapsed by 30 days' written notice to the end of any month.

(2) The right of each party to terminate the contract without notice for good cause remains unaffected hereby. In particular, CAMPR shall be entitled to terminate the contract without notice if the Client fails to make payments when due despite a reminder and the setting of a grace period or breaches the terms of the contract relating to the use of the SaaS services. In any event, termination without notice shall require a prior written warning to the other party, requesting a cure of the alleged grounds for termination without notice within a reasonable time.

Sec. 9 Fees, prices, blocking

(1) A fee will be due for the use of the services, the structure of which will depend on the model selected by the Client.

(2) If the Client has selected the Subscription Model, then a monthly fee will be charged. For the Project Model, a one-time payment in advance will be required.

(3) With regard to the Subscription Model, the following shall also apply:

(3.1) The fees shall in all cases be payable monthly in advance.

(3.2) The Client shall receive a monthly electronic invoice for the fees.

(3.3) CAMPR shall be entitled to block the Client's access to the Software where the Client is more than 30 days in arrears with payment. CAMPR shall lift the block upon complete receipt of payment.

(3.4) The Client must raise objections to any invoices for services issued by CAMPR within a period of two weeks of its receipt of the invoice in writing at the place indicated in the invoice. Following expiry of the foregoing period, the invoice shall

be deemed to have been approved by the Client. CAMPR shall inform the Client specifically of the significance of its response or lack thereof when it forwards the invoice to the Client.

B.2. Purchasing an On-Premises licence

Sec. 1 Scope

An On-Premises licence may be purchased for the Software. The Client may operate the Software on its own server under such licence. The following text provides rules governing the relations between CAMPR and the Client under such an On-Premises licence.

Sec. 2 Subject-matter of contract

Under an On-Premises licence, the subject of the contract is the provision of a licence by CAMPR which enables the Client to host and operate the Software on its own server.

Sec. 3 Scope of services

- (1) CAMPR shall make a download available to the Client via the Internet containing the current version of the Software. The Client may install the data received in this way on its own server in order to host the Software there itself.
- (2) A connection to the Internet is also required in order to use the Software under an On-Premises licence.
- (3) The functional scope of the Software corresponds to the performance specifications of the provider's website at www.campr.biz as in force at the time the Software package is downloaded. If the Client installs a newer version or performs an update, then the scope of functions shall in each case correspond to the version as updated from time to time.
- (4) Where an On-Premises licence is purchased, CAMPR shall provide the Client with free support and updates for a 12-month period. Upon expiry of that period, the Client is free to conclude a maintenance contract with CAMPR in order to be able to continue accessing the services. This period shall begin to run as soon as the Client commences the download of the Software package pursuant to sub-para. (1).
- (5) CAMPR shall promptly remediate all Software errors within the period referred to in (4), to the extent of its technical abilities. An error shall be deemed to have occurred if CAMPR does not perform the functions described in the performance specifications, if it yields faulty work product or otherwise does not function properly such that the Client is unable to use the Software or is only able to use it to a limited extent. An error within the meaning of this sub-para. shall not be deemed to have occurred if the limitation on use of the Software is attributable to the hardware used by the Client.
- (6) The installation and implementation of the Software on the Client's server is the Client's sole responsibility. CAMPR assumes no responsibility whatsoever for the installation of the Software on the Client's servers.

Sec. 4 Rights of use to the Software

- (1) To the extent necessary for the use of the Software, the Client shall be entitled to duplicate the Software. Necessary duplication includes downloading the Software from CAMPR's website to a data medium of the Client and installing the Software on the Client's server.
- (2) The Client shall also be entitled to create a backup copy.

(3) If the Client wishes to install the Software on new hardware, then it shall be obliged to remove the Software from the previous server.

(4) The Client is not entitled to provide the Software to unauthorised third parties unless this is necessitated by its contractually compliant use of the Software. This includes, in particular, making the Software available on peer-to-peer networks or other file-sharing platforms.

(5) The Client is entitled to make the Software available to third parties in order to host the Software on the servers of the third party so that the Client is able to access it.

Sec. 5 Duties of the Client

(1) The Client shall take appropriate precautions to prevent unauthorised access by third parties to the protected areas of the Software. To this end, the Client shall, if necessary, inform its employees on the obligation to comply with copyright law.

(2) The Client shall check its data and information for viruses or other harmful components before uploading them and shall use state-of-the-art virus protection programmes for this purpose.

(3) The Client shall generate a username and password for accessing and using the services. The Client shall keep its username and password secret and shall not disclose them to third parties.

(4) The content stored by the Client in the storage space allocated to it may be protected by copyright and data protection laws. The Client hereby grants CAMPR the right to furnish the content stored on the server to the Client via the Internet when the Client submits a query and, in particular, to duplicate and transmit such content for purposes of data backups.

(5) As a technical service provider, CAMPR stores content and data for the Client which the Client enters and stores when using the Software and holds ready for retrieval. The Client undertakes to CAMPR that it shall not upload any content or data which is illegal, whether in absolute respects or in relation to individual third parties, and shall not use any programs containing viruses or other malware in connection with the Software. The Client shall remain responsible for personal data and must therefore always verify whether the processing of such data is covered by consents with respect to its use of the Software.

(6) The Client is prohibited from making alterations to the Software unless such are necessary in order to remediate a defect of the Software and CAMPR is itself in default of its duty to remediate the defect.

(7) The Client may not reverse-engineer, disassemble or decompile the Software provided by CAMPR or allow others to do so or undertake any other action to simulate or duplicate the Software provided by CAMPR.

Sec. 6 Liability for defects, liability, warranty

(1) CAMPR shall ensure the basic functionality and operability of the Software. CAMPR shall not be liable for losses if the basis for the losses lies in the hardware used by the Client or the Client's defective installation of the Software on its server.

(2) In the event that CAMPR's services are utilised by unauthorised third parties using the Client's access data, the Client shall be liable in civil damages for any resulting fees until CAMPR has received an order from the Client to change the access data or the Client has reported the loss or theft, where the Client bears fault for the unauthorised third-party's access thereof.

(3) CAMPR shall be entitled to immediately block the storage space if it has reasonable grounds to suspect that the stored data is unlawful and/or breaches third-party rights and/or if any other wrongful use by the Client is taking place. Justified suspicions of illegality and/or infringement shall be present, in particular, if courts, public authorities and/or other third parties inform CAMPR thereof. CAMPR shall immediately inform the Client of the block and the reasons for it. The block will be lifted as soon as the grounds for suspicion cease.

(4) The warranty period is 6 months from the date of the purchase of the On-Premises licence.

Sec. 7 Duty to inspect and give notice of defects

(1) The Client is obliged to promptly install the Software on a server and to examine it for any defects, but in any event within one week's time.

(2) The Client is obliged to give written notice of any defects it has ascertained in doing so or of defects which are ascertainable without further effort within 2 weeks from the time of downloading the Software. For purposes of complying with the written form requirement, it shall also suffice if the Client forwards the notice by e-mail.

(3) Where the Client breaches its obligations under this sub-para., then any defects which may be present shall be deemed accepted by the Client.