Terms of use and licensing agreement for end users
("End User License Agreement", "EULA")

Contents

1. Subject of this Agreement and system of provisions

1.1 Subject of this Agreement

Subject of these Terms and Conditions is the regulation of the relationship between the direct user ("Licensee") of the digital products offered under the brand name "Sablono" ("Software") and the company that actually provides the Software ("Licensor"). Unless expressly defined otherwise, these Terms and Conditions apply to all Software provided by the Licensor – regardless of the type, time or place of use or the type of distribution or provision. The terms "must" and "shall" have equivalent meanings and create a present and ongoing obligation, unless the context otherwise requires.

1.2 System of provisions

In addition to this Agreement, the parties are free to conclude a Main Agreement on the paid use of the Software and platform of Sablono ("Main Agreement"). In this case, the use of the platform is based on and within the scope of this Main Agreement ("Premium Model"). If such a Main Agreement is concluded between the parties, its provisions shall take precedence over the following provisions in this Agreement in case of contradictions.

Insofar as no such effective Main Agreement exists between the parties, the Software may be used on a limited basis for testing and demonstration purposes ("Freemium Model"). The use of the Software is limited in the Freemium Model; therefore, it differs functionally from the Software in the Premium model. Concerning the Freemium Model, the following provisions shall apply on condition that terms and conditions specifically relating to the Freemium Model shall have precedence in case of a contradiction.

Newly created Projects shall initially always be considered Freemium Projects until they are classified as Premium Projects, in accordance with the terms of the Main Agreement, if applicable.

2. Licensor

Contractual partner of this Agreement and at the same time of the Licensee is Sablono GmbH, Kiefholzstrasse 4, 12435 Berlin, Germany. This applies regardless of the company with which the Licensee or third parties maintain another contractual relationship. The contact person for claims arising from the Main Agreement shall always remain the contractual partner of the Main Agreement. In this respect, the Licensor is to be regarded merely as a vicarious agent. The following provisions shall apply subordinate to the provisions of the Main Agreement.

3. Conclusion of the Agreement

This Agreement is entered into by the Licensee's acceptance after installation (if applicable) and before commencement of use of the Software. It is concluded for an indefinite period, subject to deviating provisions in other agreements between the parties or with third parties. This shall not affect any limitation in time, location or personal limitation of the right of use on the basis of the Main Agreement. If the Licensee does not agree to the following conditions, he/she shall refrain from using the Software. Unless otherwise stipulated, the Terms and Conditions shall also apply to future versions of the Software without the need to refer to these Terms and Conditions again. The Licensee may view, download and print out the current version of these terms from the source and at the place where he/she first obtained the Software or access to the Software.

4. Amendments

4.1 Amendment of these license conditions

The Licensor may amend the Terms and Conditions of the License at any time and shall notify the Licensee of the amendment to the Terms and Conditions of the License following a change to the Terms and Conditions of the License, in the event of updates or a change of version, if applicable, by means e.g. of a corresponding overlay display. Alternatively, the Licensor may draw the Licensee's attention to a change in the Terms and Conditions of the License in a suitable manner (generally in text form) at least one month before the change comes into

force. Within the scope of this notice, the Licensor shall specifically draw attention to the amendments to the Terms and Conditions of the license and – where applicable – to the possibility of objection and termination, the deadlines and the legal consequences, in particular with regard to a failure to object. The Licensee shall have the right to object to amendments within one month after publication and the possibility of becoming aware of such amendment. In the event of objection, both parties shall be entitled to terminate the present license agreement extraordinarily. If the adjustment is reasonable, the Licensee shall remain obliged to pay the agreed fee – if applicable – despite his termination. Other rights of termination or other provisions of the Main Agreement shall remain unaffected. If the Licensee does not object within the objection period or if he/she continues to use the services thereafter, the change or amendment shall be deemed accepted.

4.2   Adjustment to the scope of services in Freemium Model

For services in the Freemium Model, the Licensor is also entitled to unilaterally change the services provided under this Agreement at any time. This means in particular that the Licensor may at any time extend, restrict, otherwise modify or completely terminate the type and scope of the rights of use granted to the Software as well as the functions of the Software in the Freemium Model. The Licensor shall give reasonable notice of any changes in performance seven (7) days before the changes become effective.

5.   Granting of rights of use

5.1   Prerequisites for the granting of rights of use

The Licensor expressly offers the conclusion of this Agreement only to entrepreneurs within the meaning of the German Civil Code (BGB, Sec. 14). The prerequisite for the use of the Software is that the Licensee acts in the exercise of his professional activity as a self-employed person, as an employee of a company with the latter's express permission and in its name or with its power of attorney. Consumers are generally not entitled to use the Software. By accepting these Terms and Conditions, the Licensee expressly declares that he/she is not acting as a consumer in exercising the rights of use granted herein.

5.2   General provisions on rights of use

Subject to the provisions of the Main Agreement and the following provisions, the Licensor grants the Licensee a non-exclusive, personally limited, non-transferable, temporally and spatially unlimited, revocable right to use the Software.

What becomes visible on the screen of the Licensee during the use of the Software, such as texts, photographs, illustrations, graphics ("Content") is protected by copyright and, if applicable, by other property rights under German law, applicable national laws and by international law as well as the relevant contractual provisions. The copyrights to the Content of the Software and all works resulting therefrom are owned by the Licensor, or an affiliate or third party who has licensed the material in turn to the Licensor.

To the extent that this is in accordance with the intended functions of the Software or such functions are provided by the Licensor as intended, the Licensee may download, store, print and copy extracts from the Content, provided that the Content is downloaded solely for the Licensee's personal use or the use of the Company in an operational context or for further business transactions with the Licensor or its contractual partners.

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Other than the examples expressly set out above, Licensee shall not obtain any right, title or interest in or to the Downloaded Content (as applicable) or the Software itself.

5.3   Fulfilment of technical requirements

The exercise of the rights of use granted may depend on certain technical requirements in individual cases. In principle, the Licensor is not responsible for ensuring that the Licensee can actually exercise the rights of use granted in the environment individually chosen by him. Fulfilment of the technical requirements for use of the Software is the sole responsibility of the Licensee. In order to use the Software, the Licensee requires a device that fulfils the current system and compatibility requirements for the corresponding Software version. The Licensor provides system requirements and compatibility information to the best of its knowledge. Due to the large number of conceivable combinations of end devices, operating systems, network operators and hardware components, it is not possible for the Licensor to test and ensure the operability of the Software in all conceivable constellations. Insofar as this is provided for on the basis of a separate agreement in the Main Agreement or other agreements, the Licensor or a third party commissioned or authorized by it shall provide assistance in setting up the possibility of use or ongoing support in using the Software.

5.4   Provisions for browser-based use

In the case of use with a web browser, the Software is made available by communicating an address ("URL") via which the software can be accessed. After entering the login credentials provided for the Licensee and accepting these Terms and Conditions, the Licensee shall be granted access to the functions of the Software. If the Software is used by several natural persons during the period of use ("Session"), the Licensee must ensure that all users are aware of the contents of these license terms and comply with them. Otherwise, the Session shall be terminated by a logout after completion of the use by a particular natural person in order to ensure acceptance of these Terms and Conditions.

5.5   Provisions for mobile applications

To use the apps, it is necessary to download and install the app from the app store. This requires registration in the respective app store. The operators of the app stores usually make the registration dependent on the acceptance of the respective terms of use of the app store. The right of use extends to all mobile end devices linked to the respective app store account.

Additional terms of use or restrictions may result from the end user conditions of the respective app store through which the Software is offered.

After entering the access data provided for the Licensee and accepting these Terms and Conditions, the Licensee shall be granted access to the functions of the Software. If the Software is used by several natural persons during the period of use, e.g. if the respective user shares a mobile end device with other natural persons, the Licensee must ensure that all users are aware of the contents of these license provisions and comply with them. Otherwise, the session shall be terminated by a logout after completion of the use by a particular natural person in order to ensure acceptance of these Terms and Conditions.

In the case of the use of mobile applications, the Software may automatically download and install updates to eliminate any programme errors (so-called patches or bug fixes). As a rule, the functionality and the scope of performance are not changed by such updates. Nevertheless, the Licensor is free to make such changes without having to have a specific reason for doing so.

5.6   Rights of use in Freemium-Model

In the Freemium Model, the Software can be used free of charge for the purpose of demonstrating and testing the platform. A productive use of the Software in the operative business of the user for real projects is not intended and only permitted to the extent that the monitoring and control of the respective projects are secured by further technical or organizational measures in addition to the Software.

The granting of rights of use within the scope of the Freemium Model shall be subject to the provision that the regulations for gratuitous loans under German Law (§§ 598 BGB et seq.) shall apply.

6. Obligations when using applications

6.1 Input of data

The functions of the Software may require that the Licensee enters data. The Licensee shall enter data truthfully to the best of its knowledge and belief. Under no circumstances may the Licensee make entries that are likely to mislead the Licensor or third parties or deceive them about certain factual circumstances. Data entries may not result in the rights or legal interests of third parties being impaired or violated.

6.2 Data security when entering data

When using the Software, the Licensee must ensure that the input of data also leads to a transmission to the Licensor's servers. Particularly in the context of the use of mobile applications, data streams may be interrupted due to a lack of network coverage or other connectivity disruptions and the transmission of data entered by the Licensee may fail. The Software has an offline function that enables the transmission of entered data at a later time. This function serves to establish a possibility of use in scenarios in which there is no connectivity at the place of use. Even if the offline function is used, the Licensee alone is responsible for ensuring the proper transmission of data. In the context of browser-based use, the Licensee must ensure that an existing Internet connection is maintained for the secure use of the Software.

The proper transmission of data and entries can be verified by appropriate messages within the Software or by the retrieval of transmitted data by the Licensee. The Licensor encourages the Licensee to perform such checks by default.

6.3 Legal effect of the use of the Software

The Software subject to this Agreement is a tool which is used for the control and organization of business or craft processes in the broadest sense. Unless otherwise agreed with the Licensor or third parties involved in the project, the information provided by the Software does not constitute a legally binding declaration by the Licensor or third parties vis-à-vis the Licensee. If and to the extent that the information displayed is legally binding, this shall be exclusively on the basis of the Main Agreement with the Licensor or third parties and only to the extent set forth therein or to the extent that something else results from mandatory statutory provisions. Under no circumstances may the Licensee use information displayed within the Software as a sole basis for decision-making for actions that may endanger the life or physical integrity of other individuals.

7. Use of third party software

The Software contains code and code-components of third parties ("Third Party Software"). The Licensor uses Third Party Software exclusively with the consent of the respective rights owners. Furthermore, some of Third Party Software used is open source software. These are software libraries or code components ("libraries") that were developed by third parties and are also used by the Licensor by virtue of a grant of rights of use by the developer. These grants of rights of use (licenses) require certain information in these license conditions. This information is available for display and download on the licensor's website at [Used Open Source Third Party Software](). They are part of the present agreement. The conditions stated therein shall not affect the liability of the Licensor insofar as this is contrary to mandatory national or international law.

8. Availability and support

The Licensor is generally not obliged to warrant or maintain a certain availability of the Software. Something else may result from separate provisions in the Main Agreement. The provisions of the Main Agreement shall not be affected by the present Agreement. In principle,

only the parties involved in the Main Agreement are entitled to assert claims or demands arising from the Main Agreement.

9.   Transfer of rights and obligations

The Licensee may not assign, delegate or transfer these Terms of Use or its rights or obligations under these Terms of Use in any way (by operation of law or otherwise) without the prior written consent of the Licensor. The Licensor may transfer, assign or delegate these Terms of Use and its rights and obligations without consent.

10.   Cancellation

Subject to any provisions to the contrary in the Main Agreement, the Licensor shall be entitled to terminate this license agreement at any time. It shall not make unreasonable use of this right of termination and shall take the Licensee's legitimate interests into account when deciding on termination. However, the Licensor shall be entitled to terminate this Agreement in particular if the Licensee breaches the provisions of this Agreement. Depending on the degree of severity of the breach, termination without notice may also be considered. In the event of termination of this Agreement, the Licensee shall no longer be entitled to use the Software and shall cease using it immediately.

11.   Data protection

Information on data protection can be found at https://www.sablono.com/privacy. The Licensor points out that the legal basis for data processing when data is entered in the context of employment (e.g. in the fulfilment of employment contract obligations) lies in a legal relationship between the natural person who uses the Software directly and his or her employer. The Licensor is not responsible for the fulfilment of data protection information obligations in this case and in the context of legal relationships under employment law. Employees receive information on data protection exclusively from their employer. In this case, the Licensor acts as a (sub-)service provider for the employer or its contractual partner.

12.   Place of performance, applicable law and place of jurisdiction

The place of performance with respect to the obligations under this Agreement shall be at the location of the Licensor's data center. With regard to the claims of the parties arising from this agreement, German law shall apply subject to the provisions of the Main Agreement, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction (including international) for claims arising from or in connection with this Agreement shall be at the Licensor's registered office. In cases in which the law or applicable law excludes the choice of a specific place of jurisdiction, German law shall apply.

13.   Liability and warranty

13.1 Liability in general

The liability of the Licensor for damages due to simple negligence is limited to the amount of the contract-typical, foreseeable damages, with the exception of cases of violation of essential contractual obligations. In all other respects, the Licensor's liability for simple negligence is excluded. The strict liability of the Licensor for defects which already existed at the time of conclusion of the contract, pursuant to Section 536a Para. 1 of the German Civil Code (BGB), is excluded insofar as these are not hidden defects. The above limitations of liability shall not apply in cases of mandatory statutory liability. A limitation of liability shall not apply in cases under the German Product Liability Act or in cases of culpably caused injury to life, limb or health or in cases of gross negligence and intent. Furthermore, a limitation of liability shall not apply if and to the extent that the Licensor has assumed a guarantee. The limitations of liability shall apply accordingly to the liability of the Licensor for futile expenses.

13.2 Liability for non-contractual claims in Germany

The general limitations of liability shall apply accordingly to liability based on non-contractual claims insofar as the Licensee is domiciled in Germany.

13.3 Liability for non-contractual claims in the United Kingdom

For liability in non-contractual claims and where the Licensee is located in the United Kingdom, liability shall be unlimited to the extent that there is a case of death or personal injury caused by negligence; fraudulent misrepresentation; or any other type of liability which cannot be excluded or limited by law. In all other respects each party shall limit its liability under the Agreement, whether such liability arises in contract, tort (including without limitation negligence) to the maximum liability of the fees paid or payable under the Agreement in the relevant year or £50,000 – whichever is less. Neither party shall be liable for any direct or indirect loss of business, use, profit, anticipated profit, contracts, revenue, goodwill or anticipated savings or consequential, special or indirect loss or damage even if the relevant party has been advised of the possibility of such loss or damage.

13.4 Liability for claims under the Freemium-Model

The preceding provisions shall apply to the liability within the scope of the Freemium Model on condition that the provisions for gratuitous loans under German Law (§§ 598 BGB et seq.) shall be applied as statutory liability provisions. In particular, the liability of the Licensor for damages due to simple negligence is excluded in accordance with § 599 BGB. This limitation of liability shall also apply in case of breach of essential contractual obligations. The liability of the Licensor for defects is excluded unless a defect was fraudulently concealed at the time of conclusion of the contract (§ 600 BGB).