General Terms of Contract for JustRelate Cloud Services

Status: 2026-11-01

1. Material Scope

1.1. These General Terms of Contract (**"Terms of Contract"**) apply to all contracts entered into between

- JustRelate Group GmbH, JustRelate Deutschland GmbH, SAS JustRelate France and/or any other Affiliate as contractors, depending on which of these companies is using these Terms of Contract (**"JustRelate"**);
  "Affiliate" means any company that directly or indirectly controls, is controlled by, or is under common control with JustRelate Group GmbH; and
- a Business Customer (**"Client"**);
  "Business Customer" means a natural or legal person or a partnership with legal personality who or which, when entering into a contract with JusteRelate, acts in exercise of their trade, business or profession; this means "trader" as defined in Directive 2011/83/EU.

for the use of the cloud solution provided by JustRelate, including the use of all services provided in and via such cloud solution, (the cloud solution, including all services: **"JustRelate Cloud Services"**).

The JustRelate Cloud Services are offered exclusively to Business Customers. By entering into the Individual Agreement, the Client represents and warrants that it qualifies as a Business Customer;
"Individual Agreement" means the individual agreement between JustRelate and the Client in relation to the JustRelate Cloud Services, e.g., an offer made by JustRelate and accepted by the Client, whether in writing or by means of an electronic signature (e.g., DocuSign).

Certain provisions of these Terms of Contract may be supplemented or amended by a schedule applicable to the respective country (**"Country Schedule"**). The applicable Country Schedule forms an integral part of these Terms of Contract; Section 1.4 remains unaffected.

1.2. These Terms of Contract apply exclusively. JustRelate does not accept any conflicting or additional terms and conditions of the Client or any terms deviating from these Terms of Contract, unless JustRelate has expressly agreed to them in writing. This shall also apply to terms and conditions aĞached to orders or acceptance declarations by the Client or referred to in such documents. These Terms of Contract shall also apply if JustRelate provides the JustRelate Cloud Service without objecting to the Client's terms and conditions.

1.3. These Terms of Contract form an integral part of the Contract. They shall also apply to all future contracts between JustRelate and the Client (individually **"Contractual Partner"**, and

collectively **"Contractual Partners"**) in connection with the JustRelate Cloud Services, and to any additional agreement on services relating to the JustRelate Cloud Services (see, e.g., Sections 2.3 and 11.3), until new general terms of contract of JustRelate for the JustRelate Cloud Services apply.

In case of prolongation and/or renewal of the term of the Contract, the general terms of contract of JustRelate for the JustRelate Cloud Services in force at that time of prolongation and/or renewal shall apply from that date, provided that the Client has been notified of them in advance, no later than the time of the extension and/or renewal.

1.4. Order of precedence. The following contractual documents constitute the contract between the Contractual Partners in relation to the JustRelate Cloud Services (**"Contract"**), and apply in the following order (the document listed on a given line prevails over the document listed on the next line):

- The Individual Agreement between the Contractual Partners;
- The Data Processing Agreement (**"DPA"**), if agreed upon;
- The applicable Country Schedule;
- The Service Level Agreement (SLA) for JustRelate Cloud Services (**"SLA"**);
- These Terms of Contract;
- The description and explanations of the JustRelate Cloud Services and all cloud related services within the JustRelate Cloud Services itself, including the compliance and technical documentation of the cloud services, the minimum (technical) requirements regarding the Client's IT infrastructure and all additional information made available and released in it (**"Cloud Documentation"**);
- The price list made available to the Client on an individual basis, or, failing that, the price list made available in the JustRelate Cloud Services (**"Price List"**); and
- The generally applicable technical guidelines and specialized standards, in particular including the international standards and proposals of the Internet Engineering Task Force IETF, as documented in the Request for Comments RFC and the W3C (World Wide Web Consortium).

2. JustRelate Cloud Services – Continuous Further Development

The JustRelate Cloud Services are, to the extent possible and reasonable, developed in line with technological progress, especially with regard to IT security. JustRelate accordingly drives forward the technical development of the JustRelate Cloud Services on a continuous basis. The Client has a right to the continuous optimization of the JustRelate Cloud Services provided by JustRelate and its adjustment to technical progress, especially in the area of IT security.

To enable this continuous development technically in terms of the contract and in terms of technology, the following provisions apply:

2.1. Kind and scope and limitations of the JustRelate Cloud Services, including all services provided in and via the cloud, are defined and specified exclusively in the contractual documents listed in Section 1.4.

2.2. The following applies to the JustRelate Cloud Services in addition:

- To enable the use of the JustRelate Cloud Services, JustRelate shall provide the Cloud Documentation in English at the corresponding website URL.
- The place of the performance for the provision of the JustRelate Cloud Services shall be the internet connection used by JustRelate to enable the Client to use the JustRelate Cloud Services.
- The JustRelate Cloud Services are generally only provided on servers and through services within the European Union (EU) and generally hosted in Availability Zones operated by AWS to ensure redundancy and availability. If the Contractual Partners agree upon this, JustRelate may also provide server-based and serverless functions only in specific AWS regions within or outside of the EU.

2.3. The following services are not part of the JustRelate Cloud Services:

- IT infrastructure of the Client and the Client's connection to the internet; and
- services relating to (internet and other network) lines and services.

Additional Services. However, the Client may optionally request support and other services from JustRelate relating to the JustRelate Cloud Services, in particular operational and technical support for the Client when using the JustRelate Cloud Services (e.g., data recovery services for data that the Client has accidentally deleted). If the Contractual Partners agree upon such additional services, these Terms of Contract apply to those services. These services are provided "as a service", i.e., JustRelate uses commercially reasonable efforts to provide the services to the Client. Unless otherwise agreed, the services are provided on a time-and-materials basis; JustRelate's current standard rates apply.

2.4. Subcontractors. JustRelate is entitled to provide the JustRelate Cloud Services and any additional service agreed upon in full or in part through third parties (e.g., Affiliates or Amazon Web Services (**"AWS"**)) as subcontractors without requiring the Client's consent.

Processing of Personal Data by Subcontractors. Any processing of personal data by JustRelate on behalf of the Client is subject to the DPA pursuant to Art. 28 GDPR, the Contractual Partners shall enter into on the basis of the corresponding model agreement of JustRelate, which forms an integral part of these Terms of Contract. The Client hereby grants JustRelate a general written authorization pursuant to Art. 28(2) GDPR

- with respect to all subcontractors named in the current up-to-date list made available in the JustRelate Cloud Services as of the Effective Date; and

- to engage subcontractors in accordance with the DPA, in particular to add and replace them.

2.5. Discontinuation of Cloud Offerings. JustRelate is entitled to permanently discontinue services, features, or functions provided in and via the JustRelate Cloud Services (**"Cloud Offerings"**), where this is reasonably required due to

- technical, operational, security, legal, or regulatory reasons; or
- changes in the underlying technology or third party services; or
- changes in market or business requirements, or

where the continued provision of the Cloud Offering is no longer economically viable, as reasonably determined. JustRelate notifies the Client of any discontinuation of a material Cloud Offering with reasonable advance notice, generally at least 3 months prior to the effective date of the discontinuation, unless a shorter notice period is reasonably required due to legal, regulatory, security, or third party requirements.

If the discontinued material Cloud Offering constitutes an essential component of the JustRelate Cloud Services on which a Client relies to a significant extent under its Individual Agreement, and if no reasonably comparable replacement is offered by JustRelate, the Client may terminate the Contract in relation to the discontinued material Cloud Offering effective as of the date the discontinuation takes effect; this termination does not affect the validity of the remaining Contract, unless the discontinued offering is essential for the purpose intended by the Client under the Contract. Any fees paid in advance that cover the period after such termination takes effect will be refunded on a pro-rata basis.

2.6. Amendments for Good Cause. JustRelate may amend the Contract if there is a compelling reason, including changes in applicable law, technical, security, or regulatory requirements, or changes necessary to prevent abuse or fraud. If JustRelate intends to amend the Contract for good cause, JustRelate informs the Client of the intended amendments within 6 weeks before they become effective, stating the compelling reason and the relevant changes (**"Notification of Amendment"**).

- In case of amendments, the Client shall have a special right to terminate the Contract with effect from the date the amendment would otherwise take effect.
- If the Client does not terminate the Contract in text form within 6 weeks after the Notification of Amendment, the amendments shall become part of the Contract if and insofar as the Client can reasonably accept the amendments, taking into account the reason stated. The amendments shall be deemed unacceptable to the Client in particular if, as a result of these amendments, the JustRelate Cloud Services become useless for the Client or if its functionality is significantly impaired for the purpose intended by the Client under the Contract.

JustRelate shall expressly inform the Client of the consequence of its actions in the Notification of Amendment.

2.7. API and SDK Changes. In case of changes being made to application programming interfaces (APIs) or software development kits (SDKs) of the JustRelate Cloud Services, JustRelate shall inform the Client about these changes in release notes at the corresponding website URL for the service in question and keep prior versions of the APIs available for at least 6 months after the change takes effect, unless further provision is impossible due to factual or legal reasons or would involve unreasonable costs for JustRelate.

2.8. Exceptional Changes. JustRelate expressly points out that for reasons of IT security and other compelling reasons, JustRelate may also be required to make changes at short notice in exceptional cases. In such cases, JustRelate shall immediately inform the Client of the change via the internet in release notes at the corresponding website URL for the service in question.

3. AI Features

3.1. JustRelate provides AI features as part of the JustRelate Cloud Services (**"AI Features"**) for documented service-related purposes. The Client may use them exclusively for the intended purpose specified by JustRelate in the Cloud Documentation and in compliance with applicable law, including the EU AI Act. The Client is responsible for its specific purposes, configurations, and downstream uses. JustRelate shall provide the Client with the information it reasonably needs to assess its use of the AI Features within the framework of the EU AI Act; this information does not replace the Client's responsibility for its own regulatory assessment and compliance.

3.2. The Client may not use the AI Features for purposes prohibited under Art. 5 EU AI Act, nor may the Client configure them in such a way that they are classified as high-risk AI systems, unless expressly agreed otherwise. In particular, AI functions may not be used as the sole basis for decisions that have legal or similarly significant consequences for natural persons.

3.3. The Client must ensure appropriate human oversight and review of AI-generated content before relying on it, to the extent that this is necessary due to the nature or consequences of the use. The Client remains responsible for decisions made on the basis of AI-generated content.

3.4. The Client may not remove, disable, obscure, or circumvent the transparency measures implemented by JustRelate required under the EU AI Act. The Client complies with all additional transparency obligations arising from its specific use.

3.5. The Client ensures that individuals using the AI features on their behalf possess a level of AI competence appropriate to their role and the context of use.

3.6. JustRelate is entitled to modify, update, replace, or discontinue AI Features and underlying AI models or third party services as part of the ongoing development of the JustRelate Cloud Services, provided that the agreed-upon functionality and the applicable security, data protection, and compliance requirements are maintained.

4. Client's Responsibility and Cooperation; Fair Use Policy

4.1. The decision to enter into an agreement with JustRelate and to use the JustRelate Cloud Services is solely up to the Client. In particular, the Client must check in good time whether the JustRelate Cloud Services meet its requirements and seek professional advice in this regard, while also ensuring that

- it regularly backs up and secures its data against loss by taking appropriate data backup measures;
- the IT infrastructure it uses for the JustRelate Cloud Services meets the minimum (technical) requirements specified by JustRelate in the Cloud Documentation, and is protected against infection by viruses, Trojans, or similar malware; and
- it has the necessary rights to use the IT infrastructure it uses, especially the software it uses, and observes the applicable license terms (e.g., the GNU Lesser General Public License (GNU LPGL) in connection with any SDKs and the open source extensions that may be required).

4.2. The integration of the JustRelate Cloud Services requires that the Client cooperates at no cost in the contract performance and rectification of defects, whereas this cooperation is not merely an option for the Client but a genuine primary obligation. The Client shall, in particular

- observe the security information for the protection of the IT infrastructure it uses specified by JustRelate in the Cloud Documentation;
- inform JustRelate without undue delay of any faults, malfunctions, security incidents, or other material irregularities of the JustRelate Cloud Services using the systems provided for this purpose by JustRelate and appropriately support JustRelate in rectifying and remedying the faults and malfunctions, in particular by providing JustRelate with all necessary information;
- use the JustRelate Cloud Services only for its intended purpose and in accordance with JustRelate's purposes of use specified by JustRelate in the Cloud Documentation; and
- name qualified contacts person to JustRelate.

The Client is aware that

- although JustRelate has implemented state of the art security measures, no computer system connected to the Internet can guarantee absolute security against the risks resulting from the use of the internet;
- its data is generally at risk from viruses, Trojans, and other malware, as well as interventions and attacks by third parties in the context of internet use.

4.3. Fair Use. The Client agrees to use JustRelate Cloud Services only for their intended purpose and in a manner that does not materially impair the availability, performance, security or integrity of the JustRelate Cloud Services or disproportionately consume resources (**"Fair Use"**). As the JustRelate Cloud Services include AI Features,

- Fair Use shall be not determined solely by (i) reference to the Client's historical usage patterns or fixed usage metrics, including but not limited to average consumption levels, peak usage, and usage variability over a representative period of the preceding 3 to 12 months and, if usage has not continued for that long, based on estimated usage patterns (**"Baseline Usage"**), or (ii) considering industry-standards and typical usage patterns of similarly situated clients;
  however, usage may be deemed excessive or abusive if it: (i) materially exceeds the Client's Baseline Usage without reasonable justification; or (ii) significantly deviates from industry-standards or typical usage patterns of similarly situated clients; or (iii) adversely impacts the performance, availability, or security of the JustRelate Cloud Services or other clients. However, temporary spikes in usage that are consistent with legitimate business needs and have been reported to or reasonably have been anticipated by JustRelate, do not in and of themselves constitute an excessive or abusive use.
- Fair Use of AI Features. The use of AI Features, automation or autonomous processes shall not, in itself, constitute excessive use, but AI Feature-enabled or automated use must remain within the intended purpose and functional scope of the relevant AI Feature. The Client shall not use AI Features or automation to repurpose or circumvent an intended functionality or commercial scope of a Cloud Offering specified in the Cloud Documentation, including by using an AI Feature designed for a particular use case to perform, at materially disproportionate scale, functions or workloads for which the AI Feature is not intended.

JustRelate reserves the right to monitor the Client's use of the JustRelate Cloud Services for the purpose of enforcing the Fair Use. Any determination of excessive or abusive use shall be made in good faith and in a commercially reasonable manner.

JustRelate may take proportionate measures where the Client's use materially exceeds the intended purpose or causes a material adverse impact on the JustRelate Cloud Services or other clients. In the event of a reasonable suspicion of, or evidence of, excessive or abusive use, JustRelate may:

- request the Client to reduce or modify its use;
- temporarily throttle, limit, or adjust the use and/or the applicable service levels;
- apply additional charges in accordance with applicable pricing terms; and/or
- suspend the JustRelate Cloud Services, in whole or in part.

Except in cases of urgent risk to the performance of the JustRelate Cloud Services for other clients, JustRelate shall provide reasonable prior notice before these measures are taken, and,

where appropriate, a cure period during which the Client may remedy the excessive or abusive use.

None of these measures releases the Client from the obligation to pay the prices for the JustRelate Cloud Services.

4.4. The Client may not disclose its passwords and other personal login details to third parties. Access details must be kept protected so that third parties cannot access them; storing them on a PC or other media (e.g., USB stick) in unencrypted or not appropriately encrypted form is not considered protected storage. Access details must be changed immediately if there is reason to believe that third parties could have obtained knowledge thereof.

4.5. The Client shall have the sole responsibility for the contents for which it uses the JustRelate Cloud Services or which it collects, processes, or otherwise uses while using the JustRelate Cloud Services.

The Client must observe the national and international data protection, copyright, trademark, patent, name and commercial designation rights, as well as other industrial property rights and the personal rights of third parties and comply with the relevant laws and other regulations.

The Client shall indemnify JustRelate against all claims asserted against JustRelate by third parties for infringement on data protection rights, copyrights, trademark, patent or design rights, name and commercial designation rights, as well as other industrial property rights and the personal rights of third parties in connection with the use of the JustRelate Cloud Services by the Client. The indemnification shall also cover the appropriate costs for legal defense (lawyer and court fees).

5. Prices and Terms of Payment

5.1. The Client shall pay JustRelate the agreed prices for the JustRelate Cloud Services. Unless expressly agreed otherwise in the Individual Agreement and/or specified otherwise in the applicable Country Schedule, these Terms of Contract and the Price List apply to the prices and the terms of payment.

5.2. Monthly subscription prices and all other prices calculated on a periodic basis must be paid in advance.

5.3. Index-based Price Adjustment. The prices shall be subject to annual indexation in accordance with the provisions specified in the applicable Country Schedule.

5.4. Additional Extraordinary Price Adjustment. Unless expressly specified otherwise in the applicable Country Schedule, the following applies: In addition to the index-based price adjustment set out in Section 5.3, JustRelate may adjust the prices if, after the Effective Date, there are material increases in the costs of providing the JustRelate Cloud Services and such increases are not reasonably reflected by the said index-based adjustment.

JustRelate notifies the Client in text form of any planned extraordinary adjustment at least 60 calendar days in advance ("Notification of Adjustment") and, upon the Client's reasonable request, provides the reasons for the adjustment, specifically the objective cost factors that justify it, as well as the calculation of the adjustment. Relevant cost factors may include, without limitation:

- personnel and labor costs;
- energy and utility costs;
- cloud infrastructure, hosting, data center and network costs;
- software licensing and third party service costs;
- cybersecurity, compliance and regulatory costs;
- costs resulting from changes in applicable laws, regulations, taxes, duties, governmental measures or mandatory industry requirements.

Any additional price adjustment must:

- be objectively justified by the relevant cost increase;
- be limited to the extent reasonably necessary to reflect the impact of such increase on the provision of the JustRelate Cloud Services;
- not result in JustRelate recovering more than the actual increase in costs attributable to the provision of the JustRelate Cloud Services; and
- take into account any reductions in relevant costs affecting the provision of the JustRelate Cloud Services.

If the adjustment results in an increase in the current prices of more than 10% applicable to the affected services within a period of 12 months, the Client may terminate the affected services at any time prior to the effective date of the adjustment by providing notice in text form. Such termination shall take effect on the date on which the adjustment would otherwise take effect, without incurring any early termination fees or compensation.

If the adjustment results in an increase in the current prices of no more than 10%, or if the adjustment results in an increase of more than 10% and the Client does not terminate the affected services, the adjustment shall be deemed agreed upon.

5.5. All indicated prices are net prices in euros (EUR) plus applicable value added tax (VAT) at the applicable rate.

5.6. Payments must be made within 14 calendar days of the due date without deduction of discounts; unless otherwise agreed in the Contract, the due date is the invoice date. In the event of late payment, JustRelate may

- charge the reminder fees, lump sum compensation for collection costs and/or late payment interest as specified in the applicable Country Schedule, without prejudice to its right to seek compensation for any additional damages;

- threaten the Client in text form to block the JustRelate Cloud Services and fully or partly block the services 14 calendar days after the threat, but no earlier than 14 calendar days after the start of the default.

5.7. The Client may only offset legally established or undisputed counterclaims. The Client may only assert a right of retention for counterclaims based on the Contract between the Contractual Partners.

6. Responsibility of JustRelate

6.1. JustRelate shall provide the JustRelate Cloud Services according to Section 3 **"as a service"**. JustRelate is therefore not obliged to achieve a specific result, but only to use commercially reasonable efforts to make the JustRelate Cloud Services available for use.

6.2. JustRelate does not guarantee that

- the JustRelate Cloud Services will be usable or available at all times during the term of the Contract;
- websites created using the JustRelate Cloud Services will be available or error free, or have certain features, functions or other characteristics.

6.3. JustRelate is entitled to perform maintenance and support services for the JustRelate Cloud Services and/or the IT infrastructure it uses, and to perform data backups (**“Maintenance”**).

Regular Maintenance takes place weekly, on Sundays between 02:00 and 04:00 UTC, without prior notice. During this downtime, the JustRelate Cloud Services or specific services may be unavailable. Any further downtime due to Maintenance must be agreed upon with the Client in advance; for compelling reasons, the Client shall not unreasonably withhold consent.

If and to the extent that the Client is able to use the JustRelate Cloud Services or services during periods of scheduled/agreed downtime, there is no legal entitlement to such use; if such use results in a reduction or suspension of the JustRelate Cloud Services or services, claims of the Client for non-performance or deficient performance by JustRelate are excluded.

6.4. If the JustRelate Cloud Services are unavailable or do not meet the agreed service levels, JustRelate shall work to restore use for the Client or to meet the service levels again as soon as possible. The service levels applicable to the JustRelate Cloud Services are specified in detail in the SLA.

6.5. Further claims of the Client for non-performance or deficient performance by JustRelate are excluded; the statutory and contractual provisions regarding the liability of JustRelate for damages (see Section 10) remain unaffected.

Claims for non-performance or defective performance shall become time-barred 12 months after the date on which the non-performance or defective performance occurred, unless the defect has been fraudulently concealed.

7. Blocking and Discontinuation of the JustRelate Cloud Services

7.1. JustRelate is entitled to block the use of the JustRelate Cloud Services fully or partly without threat and discontinue the provision of the JustRelate Cloud Services in full or in part, if good cause for the blocking or discontinuation is given. Good cause for blocking or discontinuation is given, in particular, if:

- the Client breaches a material obligation under the Contract and fails to remedy such breach within a reasonable period of time despite receiving a warning in Text form; in case of default of payment Section 5.6 applies;
- the Client causes a deterioration or disruption of the provision of the JustRelate Cloud Services;
- the Client tests the vulnerability of the IT systems or networks used by JustRelate or its subcontractors for the provision of the JustRelate Cloud Services (**"JustRelate Systems"**) without coordinating this with JustRelate;
- the Client replicates the JustRelate Cloud Services or offers products or services of third parties, which are essentially comparable to the JustRelate Cloud Services;
- the Client exceeds or bypasses restrictions for accesses, calls, and the use of the JustRelate Cloud Services or uses the JustRelate Cloud Services in a manner that exceeds a reasonable volume or entails excessive use or misuse (e.g. excessive or abusive use pursuant to Section 4.3, or exceeding an agreed-upon maximum bounce-rate, i.e., the agreed-upon percentage of undeliverable emails relative to the total number of emails sent within an agreed-upon period; unless otherwise agreed, a maximum bounce-rate of 3% within 20 calendar days is deemed to have been agreed upon);
- there is a security risk for the JustRelate Cloud Services or JustRelate Systems; or
- the Client uses the JustRelate Cloud Services to commit or participate in fraudulent or otherwise illegal acts (e.g., sending spam, phishing messages, malicious content, and illegal content via email).

7.2. If JustRelate notices an unusual increase in the usage volume of the JustRelate Cloud Services, JustRelate may fully or partly block the use of the JustRelate Cloud Services as a precautionary measure but is not obligated to do so.

7.3. If the JustRelate Cloud Services are blocked or discontinued, JustRelate shall inform the Client immediately of the reason for the blocking or discontinuation. As soon as the Client proves to JustRelate that the reason does not or no longer apply or that the precautionary block can be lifted, JustRelate shall lift the block or resume the provision of the cloud.

7.4. Neither the blocking nor the discontinuation of the JustRelate Cloud Services according to Sections 7.1 or 7.2 shall release the Client from the obligation to pay the prices for the blocked or discontinued JustRelate Cloud Services.

8. Data Privacy and Commissioned Data Processing

8.1. JustRelate shall comply with all requirements pursuant to the General Data Protection Regulation (GDPR) and other applicable data protection laws, and has in particular taken all necessary personnel, technical, and organizational measures in this regard.

8.2. For the provision of the JustRelate Cloud Services, JustRelate only processes the data and log files needed for the provision of the JustRelate Cloud Services. If and to the extent the Client uses the JustRelate Cloud Services to process personal data, the JustRelate Cloud Services shall be provided by JustRelate exclusively on behalf of the Client in the form of commissioned data processing pursuant to Art. 28 GDPR.

Any processing of personal data by JustRelate on behalf of the Client is subject to the DPA pursuant to Art. 28 GDPR, the Contractual Partners shall enter into on the basis of the corresponding model agreement of JustRelate, which forms an integral part of these Terms of Contract.

8.3. The Client is aware that JustRelate and its subcontractors may be obliged to disclose or release the Client's data due to orders issued by authorities or courts, or law.

8.4 JustRelate may use the data relating to Clients and their customers in a fully anonymized and aggregated format, in compliance with the GDPR, for internal evaluation, research, statistical analysis, and service optimization purposes. Such data shall be irreversibly anonymized and shall not relate to an identified or identifiable natural person, nor allow any direct or indirect identification of the Client, its customers or any data subject.

9. Confidentiality

The Contractual Partners undertake to keep confidential the knowledge obtained in the context of the object of the Contract – in particular technical or financial data and other knowledge – and to use it solely for the purposes of object of the Contract. This shall not apply to information, which is or becomes publicly accessible without unauthorized contribution or omission by the Contractual Partners or which must be made available due to orders issued by authorities or courts, or law.

10. Liability and Liability Limitation

JustRelate shall be liable solely in accordance with the following provisions:

10.1. JustRelate shall be liable without limitation for damages arising from the injury to life, body or health, and for intent and gross negligence.

10.2. If no case under Section 10.1 is given, JustRelate shall only be liable in case of simple negligence for the breach of an essential contractual obligation (so-called cardinal obligation), the fulfillment of which is essential for the proper execution of the Contract and on the observance of which the Client may regularly rely. In this case, the liability of JustRelate shall be limited to the foreseeable damage typically incurring in contracts of this type. Furthermore, the liability of JustRelate is limited to the amounts actually paid by the Client to JustRelate during the 12 months preceding the incident that gave rise to the damage suffered by the Client. In this case, the liability of JustRelate is also limited to the maximum of EUR 250,000 per claim.

10.3. JustRelate shall only be liable for the loss of data in accordance with the foregoing paragraphs if and to the extent that such loss could not have been avoided by appropriate data backup measures taken by the Client.

10.4. JustRelate commits to fulfilling the duty of care customary in the industry. For the assessment of whether JustRelate is at fault, it must be taken into account that software cannot in fact be created completely free of errors.

10.5. JustRelate shall not be liable for force majeure that makes it impossible to provide the JustRelate Cloud Services or that significantly or temporarily impedes the proper performance of the Contract. Force majeure shall include all circumstances beyond the control of the Contractual Partners, such as war and other military conflicts, mobilizations, blockades, civil unrest, terrorist aĞacks, embargoes, seizures, natural disasters, illegal strikes and other labor disputes, government measures, decisions by authorities or other serious and unforeseeable circumstances for which the Contractual Partners are not responsible. A circumstance is only considered force majeure if it occurred after the conclusion of the Contract.

10.6. Liability based on mandatory laws, in particular on those specified in the applicable Country Schedule, remains unaffected.

10.7. Additional supplementary provisions limiting JustRelate's liability may be set forth in the applicable Country Schedules.

11. Term and Termination

11.1. The Contract shall enter into force on a date agreed upon by the Contractual Partners and, if no such date is agreed upon, upon execution of the Initial Agreement (**"Effective Date"**).

Unless agreed otherwise, the Contract shall initially be effective for a fixed, non-cancellable minimum term ("Initial Term"). Upon expiration of this Initial Term, it shall be automatically renewed for an additional fixed, non-cancellable term of 12 months (**"Renewal Term"**), unless either Contractual Partner terminates the Contract by providing 3 months' written notice prior to the expiration of the Initial Term; the same applies upon expiration of each Renewal Term accordingly.

11.2. The right of extraordinary termination for good cause without notice remains unaffected.

11.3. In the event of the termination of the Contract, JustRelate shall

- delete the Client's data upon termination of the Contract without undue delay, except for data necessary to perform the Contract, in particular for invoicing – the Client acknowledges that it may take some time for data stored in (backup) systems in accordance with the Contract to be completely deleted; JustRelate will use commercially reasonable efforts to ensure that the deletion is completed within 30 calendar days;
- provide additional services that may be required for the purpose of transferring the Client's data to the Client in exchange for reasonable remuneration, provided that the Client expressly requests these services and enters into a separate agreement with JustRelate in a timely manner.

12. Contact

JustRelate can be reached

- by email at: info@justrelate.com
- by mail at: JustRelate, Kitzingstr. 15, 12277 Berlin

13. Duties of Loyalty

13.1. The Contractual Partners mutually commit to loyalty. During the term of the Contract and for a period of 12 months following its termination, it is prohibited to hire or otherwise employ members of staff or former members of staff of JustRelate and/or any Affiliate, who are or were assigned to provide the JustRelate Cloud Services to the Client during the term of the Contract.

13.2. In each case of violation of Section 13.1 sentence 2, JustRelate shall be entitled, at its discretion, to

- terminate this Contract without notice; or
- demand payment of a contractual penalty; unless expressly specified otherwise in the applicable Country Schedule, the amount of the penalty shall be determined at JustRelate's reasonable discretion and reviewed by the competent court in case of a dispute.

14. Final Provisions

14.1. JustRelate is entitled to name the Client as a reference customer for advertising purposes and in press releases.

14.2. If individual provisions of the Contract are or become fully or partly invalid, the validity of the remaining provisions shall remain unaffected. In this case, the Contractual Partners undertake

to replace the invalid provision by a provision that comes closest to the economic purpose of the invalid provision. The same applies to any gaps in the provisions of the Contract.

Country Schedule Germany

Status: 2026-10-15

1. Material Scope

1.1. This Country Schedule forms an integral part of the Terms of Contract, which form an integral part of the Contract entered into between JustRelate Group GmbH, JustRelate Deutschland GmbH and/or any other German Affiliate, and the Client.

1.2. Capitalized terms not otherwise defined in this Country Schedule shall have the meanings given to them in the Terms of Contract.

2. Prices and Terms of Payment

2.1. Index-based Price Adjustment

The prices shall be subject to annual indexation as follows:

All prices are adjusted annually on the anniversary of the Effective Date without prior notice, in accordance with the percentage change in the German Producer Price Index for Information Technology Services (IT Services) published by the Federal Statistical Office of Germany ("Destatis"), or any successor index replacing it.

The adjusted prices shall be calculated by applying the percentage change of the index. For the first price adjustment, the percentage change shall be calculated by comparing the index published for the most recent available reference period with the index applicable to the Initial Term. For each subsequent price adjustment, the percentage change shall be calculated by comparing the index published for the most recent available reference period with the index used for the preceding adjustment.

If the relevant index is discontinued, materially modified or no longer considered representative of the costs associated with the provision of the JustRelate Cloud Services, JustRelate may apply a comparable successor index published by Destatis or another competent German public statistical authority that best reflects the economic developments in the areas of information technology, cloud computing, software-as-a-service, hosting, messaging, customer relationship management and related digital services.

Any adjustment pursuant to this provision shall take effect automatically and shall not require any amendment to the Contract.

2.2. Late Payment

The following reminder fees, lump-sum compensation for collection costs and/or late payment interest may be charged, without prejudice to JustRelate's right to seek compensation for any additional damages:

- reasonable reminder fees without further notice; and/or
- late payment interest in the amount of nine percentage points above the respective basic rate of interest pursuant to Section 247 of the German Civil Code (BGB) without further notice.

3. Liability Limitation

Examples of mandatory legal provisions under which JustRelate's liability is not limited by Section 10 of the Terms of Contract:

- Gesetz über die Haftung für fehlerhafte Produkte (Produkthaftungsgesetz - ProdHaftG) [German Product Liability Act]

4. Governing Law and Venue

4.1. The law of the Federal Republic of Germany applies exclusively, under exclusion of the UN Convention on Contracts for the International Sale of Goods.

4.2. The exclusive place of jurisdiction for all legal disputes arising from and in connection with the Contract is Berlin; however, JustRelate is entitled to sue the Client at its place of business.

Country Schedule France

Status: 2026-10-15

1. Material Scope

1.1. This Country Schedule forms an integral part of the Terms of Contract, which form an integral part of the Contract entered into between JustRelate France SAS and/or any other French Affiliate, and the Client.

1.2. Capitalized terms not otherwise defined in this Country Schedule shall have the meanings given to them in the Terms of Contract.

2. Prices and Terms of Payment

2.1. Index-based Price Adjustment

The prices shall be subject to annual indexation as follows:

All prices are automatically adjusted annually on the anniversary of the Effective Date without prior notice, in accordance with the percentage change in the SYNTEC Index, or any successor index replacing it.

The adjusted prices shall be calculated by applying the percentage change of the index. For the first price adjustment, the percentage change shall be calculated by comparing the index published for the most recent available reference period with the index applicable to the Initial Term. For each subsequent price adjustment, the percentage change shall be calculated by comparing the index published for the most recent available reference period with the index used for the preceding adjustment.

If the relevant index is discontinued, materially modified or no longer considered representative of the costs associated with the provision of the JustRelate Cloud Services, JustRelate may apply a comparable successor index that best reflects the economic developments in the areas of information technology, cloud computing, software-as-a-service, hosting, messaging, customer relationship management and related digital services.

Any adjustment pursuant to this provision shall take effect automatically and shall not require any amendment to the Contract.

2.2. Additional Extraordinary Price Adjustment

In addition to the index-based price adjustment set out in Section 5.3 of the Terms of Contract, the following applies: Notwithstanding the supplementary provisions of Article 1195 of the French Civil Code, the Contracting Partners agree that, in the event of a change in

circumstances that could not have been foreseen at the time the Contract was entered into, the terms for revising the Contract shall be adjusted in accordance with the procedures set forth below:

Triggering Events: Either Contracting Partner may request renegotiation of the financial terms of the Contract if the occurrence of an external event (including, but not limited to: an increase or decrease in energy costs, an increase or decrease in the rates charged by hosting providers or third party cloud infrastructure providers, or changes in cybersecurity standards requiring new investments) results in an increase or decrease in the cost of goods sold that is greater than or equal to 15% compared to the initial costs as of the date of signature.

Renegotiation Procedure: The Contracting Partner wishing to invoke this clause shall notify the other Contracting Partner of such increase or decrease by certified letter with acknowledgment of receipt, accompanied by the necessary supporting documentation. The Contracting Partners shall then have 30 calendar days from the date of receipt to negotiate, in good faith, a new financial arrangement. Throughout the negotiation period, the Client agrees to continue paying JustRelate's invoices under the original terms.

Failure to Renegotiate: If no agreement is reached within the aforementioned period, the change shall be deemed not to have been accepted; each Contracting Partner may then terminate the affected services by providing 3 months' written notice, without being liable for any early termination fees or compensation.

2.3. Payment Due Date

Payments must be made within 30 calendar days of the due date without deduction of discounts.

2.4. Late Payment

The following reminder fees, lump-sum compensation for collection costs and/or late payment interest may be charged, without prejudice to JustRelate's right to seek compensation for any additional damages:

- late payment interest at the rate provided for in Article L. 441-10 of the French Commercial Code, corresponding to the European Central Bank's refinancing rate plus 10 percentage points; and/or
- lump-sum compensation for collection costs provided for by applicable legal provisions (currently set at EUR 40 pursuant to Article D. 441-5 of the French Commercial Code), without prejudice to any additional compensation upon proof that the collection costs incurred exceed this amount.

3. Liability Limitation

In any event, each Contracting Partner's total cumulative liability for all causes of liability in a given contract year is limited to the amount that the Client actually paid during the 12 months preceding the event that caused the loss of the affected Contracting Partner.

4. Duties of Loyalty – Penalty Amount

In each case of violation of Section 13.1 sentence 2 of the Terms of Contract, the contractual penalty shall be lump sum equal to 12 months of the affected employee's gross salary, without prejudice to the right to compensation for any additional damages if such damages are greater.

5. Governing Law and Venue

5.1. The law of France applies exclusively, under exclusion of the UN Convention on Contracts for the International Sale of Goods.

5.2. The exclusive place of jurisdiction for all legal disputes arising from and in connection with the Contract is Lille.