

General Terms of Contract for JustRelate Cloud Services

Status: 2026-03-02

1. Material Scope

- 1.1. These General Terms of Contract ("**Terms of Contract**") apply to all contracts concluded between
 - JustRelate Group GmbH, JustRelate Deutschland GmbH, JustRelate France SAS and/or another company affiliated with JustRelate Group GmbH (Sec. 15 AktG [German Stock Corporation Act]) as contractors, depending on which company uses these Terms of Contract; whereas this company is hereinafter referred to as "**JustRelate**"; and
 - business (Sec. 14 BGB [German Civil Code]), legal entity of public law and a public-law investment fund as client ("**Client**");for the Provision and Use of JustRelate Cloud Services ("**JustRelate Cloud Services**").
- 1.2. These Terms of Contract apply exclusively. Contrary or additional terms and conditions of the customer or terms deviating from these Terms of Contract will not be accepted by JustRelate, unless JustRelate has expressly agreed to them in writing. This shall also apply to terms and conditions, attached to purchase orders or acceptance declarations from the Client or by reference to them in such documents. These Terms of Contract shall apply even if JustRelate performs Cloud Services without objecting to the Client's terms and conditions.
- 1.3. These Terms of Contract are part of the contract and any supplements. They shall also apply to all future contracts for JustRelate Cloud Services between the Client and JustRelate as the Contractor (also referred to individually as "**Contractual Partner**" and collectively as "**Contractual Partners**").

2. JustRelate Cloud Services – Continuous Further Development "As a Service"

Cloud services must be continuously developed further according to the technological progress, especially as relates to IT security. JustRelate accordingly advances 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 by JustRelate and their adjustment to technical progress, especially in the area of IT security.

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

- 2.1. Kind and scope of the services are defined in the contractual arrangements. Decisive for this are:
 - the scope of service according to the contract, especially as defined in the accepted quotation;
 - the terms according to the contract, especially as defined in the accepted quotation;
 - these Terms of Contract;

- 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).

In case of discrepancies, the contractual agreements shall apply in the foregoing order.

2.2. If JustRelate intends to modify the contractual agreements for the purpose of implementing the compelling reasons referred to above, JustRelate shall inform the Client of the intended changes within six (6) weeks before they become effective (change notification).

- In case of changes to the contractual agreements, the Client shall have a special right of termination on the effective date of the changes.
- If the Client does not give notice of termination in text form within six (6) weeks after the change notification, the changes shall become part of the contract if and insofar as the Client can reasonably accept the changes in consideration of the stated compelling reasons. The changes shall be deemed not acceptable to the Client in particular if the JustRelate Cloud Services become useless to it because of these changes or if their functionality for the Client's intended purpose is significantly impaired in result. The changes shall be deemed acceptable to the Client in particular if an essentially equivalent functionality is assured for it or if a termination of the JustRelate Cloud Services can be reasonably expected of it. JustRelate shall expressly inform the Client of the consequence of its actions in the change notification.

2.3. In case of changes being made to the programming interfaces (APIs) or the Software Development Kits (SDKs) of JustRelate Cloud Services, JustRelate shall provide information to 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 six (6) months after the effective date of the change, unless the further provision is impossible due to factual or legal reasons or if this is associated with expenses that are not reasonable for JustRelate.

2.4. JustRelate expressly point out that for reasons of IT security and for other compelling reasons, JustRelate Cloud Services may also be required to make changes on very short notice in exceptional cases. In such a case, JustRelate shall inform the Client of the change immediately via the internet in release notes at the corresponding website URL for the JustRelate Cloud Services.

3. JustRelate as a Service – the Services in Detail

JustRelate performs one or more of the following services on behalf of the Client as part of the JustRelate Cloud Services:

- **JustRelate API Services (Section 3.1.)**
in the form of Software as a Service (SaaS) and, if necessary, by provision of supporting SDKs;
- **JustRelate Cloud Hosting Services (Section 3.2.)**
in the form of infrastructure as a service (IaaS);

- **JustRelate CRM Hosting Services (Section 3.3.)**
in the form of Application Service Providing (ASP);
- **JustRelate Customer Support Services (Section 3.4.)**
in the form of further services.

JustRelate is authorized to perform the JustRelate Cloud Services in full or in part through third parties (e.g. Amazon Web Services (AWS)) as subcontractors, without requiring the Client's agreement for this.

Not part of the JustRelate Cloud Services is:

- services for the drafting, programming and design of websites;
- IT infrastructure of the Client and the Client's connection to the internet; and
- services relating to (internet and other network) lines and services.

3.1. **JustRelate API Services**

JustRelate API Services are services in the area of Application Programming Interface (API) to support the Client in the development and provision of websites ("**API Services**"). Concretely, a developer can use these API services to create websites and web applications.

To this end, JustRelate owes the efforts for connecting the API as a platform for these websites and web applications to the internet, so that the Client can use these API services via the internet. The Client shall not receive any rights to the API. The internet connection used by JustRelate to enable the Client the use of the API is the place of the transfer of service.

The Client may create its web projects and manage them centrally by means of the JustRelate API services. Within the scope of the web projects, the Client may use the content management systems including potential expansions such as JustRelate Web Builder (formerly Scrivito) (www.scrivito.com) and Fiona (fiona.JustRelate.com) for the management of its contents.

3.2. **JustRelate Cloud Hosting Services**

Besides for the JustRelate API services, the Client may additionally contract JustRelate for the JustRelate Cloud Hosting Services in the form of Infrastructure as a Service (IaaS).

JustRelate Cloud Hosting Servers and server-less functions can be created for the operation of the Client-specific websites. JustRelate operates these servers, among other, on the basis of the services of Amazon Elastic Compute Cloud (EC2) and Amazon Lambda (Lambda) at AWS.

If the contract is awarded, JustRelate shall owe the effort to provide the server-based and server-less functions created on behalf of the Client and connect them to the internet so that the Client-specific services are available via the internet.

3.3. **JustRelate CRM Hosting Services**

The Client may contract JustRelate in addition for the JustRelate API Services for hosting services

for Customer Relationship Management (CRM) systems in the form of an Application Service Providing (ASP).

The Client shall be granted the right to use access the CRM system by means of a browser and use it with the maximum number of users (named users) defined in the contract. The JustRelate CRM Hosting Services also include the database licenses potentially required for the CRM systems. The Client is neither permitted to let third parties use the JustRelate CRM Hosting Services or the CRM system nor make it accessible to third parties.

If the contract is awarded, JustRelate shall owe the effort to provide the CRM system and establish the internet connection in the manner that it will be available via the internet.

The following applies to the **JustRelate Cloud Services according to Sections 3.1 to 3.3** in addition:

- The service levels applicable to the JustRelate Cloud Services are defined in more detail under Section 6.3 "Service Commitment" and, if necessary, in Service Level Agreements to be agreed separately.
- To enable the use of the services, JustRelate shall make technical documentation, data and information about the use of the services available to the Client in English at the corresponding website URL for the respective service.
- Concerning the services, the place of the transfer of service shall be the internet connection used by JustRelate to enable the Client the use of the Services.
- The services are generally performed only on the servers and by means of services inside of the European Union (EU). If a separate written purchase order was issued by the Client, JustRelate may make server-based and server-less functions available also only in specific AWS regions inside or outside of the EU.

3.4. **JustRelate Customer Support Services**

The Client may optionally contract JustRelate for support services relating to the JustRelate Cloud Services according to Sections 3.1 to 3.3, specifically with the operational and technical support for the Client when using the JustRelate API Services, the JustRelate Cloud Hosting Services and/or the JustRelate CRM Hosting Services.

If the contract is awarded, JustRelate shall perform the contracted support services "as a service", i.e. JustRelate shall owe the effort involved for the support of the Client. The "General Terms of Contract for JustRelate Services" of JustRelate shall apply in the version applicable on the date of the contracting and additionally as relates to the support services, whereas these Terms of Contract shall take precedence in case of contradictions.

4. Client's Responsibility and Cooperation

- 4.1. The decision on the contracting of JustRelate and the use of JustRelate Cloud Services is solely up to the Client. In particular, the Client shall review on time if the JustRelate Cloud Services meet its requirements and seek professional advice for this, while it shall also insure that

- it regularly backs up and secures its data against loss by means of appropriate data backup measures;
- the IT infrastructure used by it for the use of the JustRelate services meets the necessary minimum (technical) requirements and is protected from infection by viruses, Trojans or similar malware; and
- it has the required rights for the use of the IT infrastructure used by it, especially the software used by it and observes the license terms applicable to this end (e.g. the GNU Lesser General Public License (GNU LGPL) in connection with the potentially needed SDKs and the open-source expansions).

4.2. The required integration of the JustRelate Cloud Services according to the contract requires that the Client cooperates at no cost in the contract performance and rectification of defects, whereas this cooperation is not a mere obligation of the Client but a genuine primary duty to perform. The Client shall, in particular

- observe the security information of JustRelate for the protection of the IT infrastructure used by it;
- inform JustRelate without delay of any faults in the JustRelate Cloud Services by means of the systems provided for this purpose by JustRelate and appropriately support JustRelate in the rectification, especially provide all necessary information to it;
- use JustRelate Cloud Services only appropriately and in accordance with the purposes of application of JustRelate; and
- name qualified contacts to JustRelate.

The Client is aware that its data is generally threatened by viruses, Trojans and other malware, as well as interventions and attacks by third parties in the context of the internet use.

4.3. The Client must not pass on its passwords and other personal login details ("**Login Details**") to any third parties. Access details must be kept protected so that third parties cannot access them; storing them on a PC or other media (CD Rom, USB stick, etc.) in unencrypted or not appropriately encrypted form is not protected storage. Access details shall be changed immediately if there is reason to believe that third parties could have obtained knowledge thereof.

4.4. The Client shall have the sole responsibility for the contents for which it uses the JustRelate Cloud Services or which it gathers, processes or otherwise uses while using the JustRelate Cloud Services, especially in connection with websites. This also applies in the context of any use of its websites by third parties.

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

The Client shall indemnify JustRelate from all claims brought against JustRelate by third parties for infringement on data protection rights, copyrights, trademark, patent or design rights, rights to names and commercial designations, as well as other industrial property rights and the personal rights of third parties relating to 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 the agreed prices to JustRelate for the JustRelate Cloud Services (plus the respective value added tax). The agreed prices shall be billed monthly and be due for payment on receipt of the invoice.
- 5.2. The minimum booking periods, the amount of agreed prices and further terms of payment are stated in the applicable binding quotation of JustRelate. Unless expressly agreed otherwise, the indicated prices are understood as net prices in euro (EUR) plus the respective value added tax.
- 5.3. Payments shall be made within fourteen (14) calendar days after the due date without deduction of any discounts. In the event of payment default, JustRelate may
 - demand appropriate dunning fees without further warning;
 - demand default interest in the amount of nine percentage points above the respective base interest rate without further warning, without prejudice to claims of further damages;
 - threaten the Client to block the JustRelate Cloud API Services, the JustRelate Cloud Hosting Services and/or the JustRelate CRM Hosting Services in text form and fully or partly block said services fourteen (14) calendar days after the threat, whereas at the earliest fourteen (14) calendar days after the start of default.
- 5.4. The Client may offset only against counter claims established as final and absolute or against claims that are uncontested. The Client may claim withholding only for counter claims based on this contract.

6. JustRelate as a Service – Responsibility of JustRelate

- 6.1. JustRelate shall perform the JustRelate Cloud Services according to Sections 3.1 to 3.3 "As a Service". JustRelate therefore does not owe success but only the provision of the JustRelate Cloud Services.
- 6.2. JustRelate does not extend any warranty that
 - the JustRelate Cloud Services can be used or are available at any time during the term of the contract;
 - the websites created with the help of the JustRelate API Services can be used or are available in a fault-free condition or have certain features or other characteristics.
- 6.3. **JustRelate Service Commitment**

If the JustRelate Cloud Services are not available or not according to the agreed service levels,

JustRelate shall work towards enabling the use for the Client again without delay or complying with the service levels again as soon as possible.

In Service Level Agreements to be agreed separately, the service levels applicable to the JustRelate Cloud Services can be specified in more detail. Insofar as a Service Level Agreement does not apply to a certain service or if a service level is not defined, the service levels and service credits listed in the table below shall apply by default to the JustRelate Cloud Services according to Sections 3.1 to 3.3 as JustRelate service commitment:

Availability per month (in percent)	Service Credits (in percent of the price for the applicable service to be paid for the relevant month)
Less than 99.95 % but not less than 99.0 %	2,5 %
Less than 99.0 % but not less than 98.5 %	5,0 %
Less than 98.5 % but not less than 98.0 %	7,5 %
Less than 98.0 %	10,0 %

JustRelate shall employ economically appropriate efforts to reach the agreed availability percentage of the JustRelate Cloud Services per month. If JustRelate should not reach the agreed availability, the Client shall have a right to receive service credits, if agreed, for the JustRelate API Services, the JustRelate Cloud Hosting Services and/or the JustRelate CRM Hosting Services.

The JustRelate API Services, the JustRelate Cloud Hosting Services and the JustRelate CRM Hosting Services are "available" if they are made available and connected to the internet in such a way that the Client can use them via the internet. The availability is calculated by deducting the corresponding percentage value from the minutes in a month (=100%) for the minutes, during which the service was not provided/connected to the internet (whereas only minutes shall be deducted if the service was not available for a period of at least five (5) minutes); minutes shall not be deducted, during which the connection was unavailable due to a service exclusion. A "service exclusion" is present when a service is not available because of

- blocking pursuant to Section 7;
- the occurrence of an incident outside of the control of JustRelate, including (i) all acts of God pursuant to Section 10.5 and (ii) all incidents relating to the internet connection in a place beyond the place of the transfer of service;
- the conduct of the Client or a third party; or
- failures the cause of which is found in the IT infrastructure or otherwise within the sphere of responsibility of the client.

"**Service Credits**" are genuine credits. They cannot be transferred, paid out and they shall never result in a refund of payment already made. JustRelate shall grant the service credits to the Client for the relevant month, if

- the Client informs JustRelate in the course of the month following the month affected that the JustRelate API Services, the JustRelate Cloud Hosting Services and/or the JustRelate CRM Hosting Services had been available in the month affected at a lower rate than the agreed minimum availability (stating the concrete periods of non-availability by date and time, and the availability in percent);
- the Client expressly claims its service credits in its notification for the specified availability; and
- the check by JustRelate shows that the affected service was in fact not available during the indicated periods and that this results in the Client's right to the claimed service credits.

JustRelate shall grant the service credits to the Client in the month following the month in which JustRelate has completed its check, whereas at the latest in the month following the notification of the claim.

If service credits are not claimed in the manner described above (if service credits are not claimed, e.g. during the month following the month in which the relevant service was not available), the claim to the service credits shall expire without replacement.

- 6.4. Further claims of the Client for non-performance or deficient performance by JustRelate are excluded. Claims for non-performance or deficient performance shall lapse by limitation after twelve (12) months, unless the defect has been fraudulently concealed.

The legal and contractual provision on the liability of JustRelate for damages remain unaffected.

7. Blocking and discontinuation of the JustRelate Cloud Services

- 7.1. JustRelate is entitled to fully or partly block the use of the JustRelate API Services, the JustRelate Cloud Hosting Services and/or the JustRelate CRM Hosting Services without threat and discontinue the performance of the JustRelate Support 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 duty under this contract, especially if it is in default of payment (Section 5.3 applies with priority);
 - 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 performance of the JustRelate Cloud Services ("**JustRelate Systems**") without coordinating this with JustRelate;
 - the Client replicates the JustRelate Cloud Services offered by JustRelate 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 way and manner that exceeds a reasonable volume or that entails excessive use or misuse;
- a security risk is presented 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.

- 7.2. If JustRelate should notice an unusual increase in the volume of the use of the JustRelate Cloud Services, JustRelate may fully or partly block the use of the JustRelate API Services, the JustRelate Cloud Hosting Services and the JustRelate CRM Hosting Services as a precaution, without being obligated to do so, however.
- 7.3. In the event that the JustRelate API Services, the JustRelate Cloud Hosting Services, the JustRelate CRM Hosting Services are blocked or the JustRelate Support Services are 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 performance of the support services.
- 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 it has in particular taken all measures relating to personnel, and all technical and organizational measures required for this purpose.
- 8.2. For the performance of the JustRelate Cloud Services, JustRelate processes only the data and logfiles needed for the performance of the JustRelate Cloud Services. Insofar as the Client uses the JustRelate Services to process personal data, the JustRelate Services shall be performed by JustRelate exclusively on commission by the Client in the form of commissioned data processing pursuant to Art. 28 GDPR.

JustRelate and the Client shall conclude an Agreement on commissioned data processing pursuant to Art. 28 GDPR on the basis of the corresponding standard contract of JustRelate.

- 8.3. The Client is aware that JustRelate and its subcontractors may be compelled based on orders by authorities or courts to surrender or disclose the Client's data.

9. Confidentiality

The Contractual Partners undertake to keep the knowledge obtained in the context of the object of the contract – especially technical or financial data and other knowledge – secret and 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 accessible based on a court order or a law.

10. Liability and Liability Limitation

- 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 of Sections 10.1 is given, JustRelate shall be liable in case of simple negligence only for the breach of an essential contractual duty (so-called cardinal duty), the fulfillment of which permits the regular performance of the contract in the first place and on the fulfillment of which the Client may regularly rely. The liability of JustRelate shall be limited in this case to the damage predictable and typical for the contract. The liability of JustRelate is furthermore limited in amount to at most EUR 250,000 per damage event.
- 10.3. JustRelate shall be liable for the loss of data in accordance with the foregoing paragraphs only if and insofar as such a loss could not have been avoided by appropriate data backup measures taken by the Client.
- 10.4. JustRelate shall owe fulfillment of the duty of care as customary in the industry. For the assessment of whether JustRelate has fault, it must be considered that software cannot in fact be created completely without faults.
- 10.5. JustRelate shall not be liable for acts of God, which make performance of the services at subject of the contract impossible for it or which merely complicate the regular performance of the contract significantly or temporarily. Deemed acts of God are all circumstances, which are outside of the intent and control of the Parties, such as war and other military conflicts, mobilizations, blockades, internal unrest, terrorist attacks, embargo, seizure, natural disasters, illegal strikes and other labor disputes, government measures, decisions by authorities or other serious and unpredictable circumstances not the fault of the Parties. A circumstance will be deemed an act of God if it occurred after the conclusion of the contract.
- 10.6. Liability based on compulsory law, especially according to the Product Liability Act shall remain unaffected.

11. Term and Termination

- 11.1. This contract shall enter into force upon its signing, unless agreed otherwise. It shall be valid an indefinite period. Unless agreed otherwise, it can be terminated ordinarily at any time with a notice period of three months toward the end of the month.
- 11.2. The right of extraordinary termination for good cause without notice remains unaffected.
- 11.3. Any termination of the JustRelate API Services shall simultaneously apply as a termination of the JustRelate Cloud Hosting Services, the JustRelate CRM Hosting Services and the JustRelate Support Services.
- 11.4. In the event of the termination of the contract, JustRelate shall

- delete the Client's data, directly upon the end of the contract, except for the data that is needed to perform the contract, specifically for invoicing the prices – the Client is aware that it may take some time to completely delete the data that has been stored in accordance with the contract for the purpose of data backup from the backup systems;
- perform additional services that may be required for the purpose of transmitting the Client's data to the Client against appropriate remuneration, provided that the Client expressly requests these services and concludes a separate agreement with JustRelate in a timely manner.

12. Contact

JustRelate can be reached

- by email at: info@justrelate.de
- by regular mail at: JustRelate Deutschland GmbH, Kitzingstr. 15, 12277 Berlin

13. Duties of Loyalty

- 13.1. JustRelate and the Client undertake mutual loyalty. It is prohibited during the term of the contract and for a period of twelve (12) months following its termination to hire or otherwise employ staff or former staff of JustRelate Cloud Services, who is or was assigned to work on the performance of JustRelate Cloud Services for the Client during the term of this contract.
- 13.2. In each case of violation against Section 13.1 clause 2, JustRelate shall be entitled at its choice
- to either terminate this contract without notice; or
 - demand payment of a contract penalty to be set at the equitable discretion of JustRelate, which shall be reviewed by the competent court in case of a dispute.

14. Final Provisions

- 14.1. JustRelate is permitted to name the Client as a reference customer for advertising purposes and in press releases.
- 14.2. Exclusively the law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 14.3. The exclusive place of jurisdiction for all legal disputes arising from and in connection with the contract is Berlin; nonetheless, JustRelate shall be entitled to sue the Client at the place of its registered office.
- 14.4. If individual provisions of this contract should be or become fully or partly invalid, the validity of the remaining provisions shall not be affected by this. The Contractual Partners undertake on this day already to replace the invalid provision in that case by a provision that comes closest to the economic purpose of the invalid provision. The same applies to any omissions in the provisions of the contract.