

## Terms of Use for con terra Data Services

**con terra Data Services** are copyright-protected online services provided by **con terra GmbH Germany with registered office in Münster, Germany (hereinafter referred to as "con terra")**. con terra is the owner or holder of rights of use required for the operation of the **con terra Data Services** in the online platforms, software components, documentation and services available at the aforementioned URL and any successor URLs controlled by con terra; third-party rights in integrated components remain unaffected. **By clicking "Accept" or otherwise accessing or using con terra Data Services, you agree that these Terms are enforceable like any written agreement signed by you and are legally binding between you and con terra.** If you do not agree with any of these Terms, you may not use con terra Data Services. The offering is directed exclusively at entrepreneurs within the meaning of § 14 BGB. Contracts with consumers are excluded. Therefore, no statutory right of withdrawal applies. The contractual partner is the natural or legal person or partnership with legal capacity that uses or orders the con terra Data Services for entrepreneurial purposes (hereinafter "Customer"). If you use **con terra Data Services** on behalf of a company or other legal entity, you agree that you are authorized to accept these Terms on behalf of that legal entity.

All con terra Data Services provide data-processing online services, in particular for transforming, converting or preparing data, as described on the respective entry webpage of the service. The con terra Data Services do not constitute a software license in the traditional sense, but rather the provision of data-processing online services ("Data Services"). A right to use the Online Services themselves is granted only for the duration of a subscription or, in the case of individual services, only for the one-time use of the respective Data Service.

con terra is entitled, for objectively justified reasons, to technically or functionally update, further develop or modify the implementation and content of the Data Services, provided that this is reasonable for the Customer. Section 9 remains unaffected. Revised or updated versions are subject to the same Terms of Use as the Data Services used in each case.

### 1 Use of online services

#### 1.1 Permitted Use

You may access and use the Online Services only in accordance with these Terms of Use. You may access the Online Services via the interface(s) provided and in compliance with applicable laws, including data protection laws and regulations.

con terra is entitled to suspend or discontinue the provision of the Online Services in whole or in part if there is an objectively justified reason for doing so. This applies in particular in the event of serious breaches by the Customer of these Terms of Use, risks to the security or stability of the Online Services, official orders or legal obligations.

Where possible, con terra will inform the Customer of the intended measure within a reasonable period in advance. In urgent

cases, suspension may also take place without prior notice.

#### 1.2 Prohibited Use

You undertake to refrain from the following: (a) using devices, software or techniques that disrupt or attempt to disrupt the proper functioning of the Online Services, or taking measures that may damage, disable, overload or impair the infrastructure of the Online Services or the con terra network; (b) publishing or transmitting to the Online Services content that infringes the intellectual property rights of another party, or content that is unlawful, fraudulent, harassing, defamatory or obscene; (c) publishing or transmitting to the Online Services information containing viruses, bugs or other harmful elements; (d) copying or distributing parts of the Online Services, deriving products from them, reverse engineering them or otherwise using the Online Services, unless permitted by these Terms; (e) attempting to gain unauthorized access, by hacking, password

mining or otherwise, to software, other user accounts, computer systems or networks connected to the infrastructure of an Online Service; (f) taking measures that may impair another party's use and enjoyment of the Online Services; (g) obtaining or attempting to obtain materials, services or information in any manner not intentionally made available through the Online Services; (h) reselling, marketing or rebranding the Online Services as a standalone application or service; or (i) using the Online Services to provide your own similar Data Services to third parties (in particular as an API, platform or standalone service), unless expressly permitted.

### 1.3 Availability and Support

con terra will use all commercially reasonable efforts to make the Online Services available. Unless a different service level has been expressly agreed in writing, con terra does not owe any specific availability, specific response times or specific restoration times. con terra aims for a technical availability of the Online Services of 98.5% on an annual average. This target availability does not constitute a binding service level; failure to meet it does not in itself give rise to any claims. Statutory warranty rights under Section 10 and liability claims under Section 11 remain unaffected.

In calculating availability, in particular planned maintenance periods, necessary security measures, outages or disruptions outside con terra's area of responsibility, disruptions caused by third-party providers, disruptions of the internet connection, circumstances attributable to the Customer and events of force majeure are disregarded. con terra will announce planned maintenance periods in advance within a reasonable period, where possible.

You acknowledge that certain components of the Online Services may be provided by third parties and, to that extent, are outside con terra's direct control.

For technical questions regarding the use of the Online Services, you may contact

support@conterra.de. There is no entitlement to individual support, error analysis or short-term troubleshooting unless a separate support agreement has been concluded. Statutory warranty rights and expressly agreed support services remain unaffected.

### 1.4 Technical Usage Restrictions and Applications Not Intended

con terra is entitled to introduce or adjust appropriate technical usage restrictions to the extent necessary to ensure stable, secure and efficient operation of the Online Services or to prevent excessive use. This may include, in particular, restrictions relating to requests, data volume, file sizes, storage, processing load, parallel processing operations or comparable technical parameters. Material service restrictions will be announced with reasonable notice where possible.

The Online Services are not intended for highly critical or safety-relevant applications, in particular not for applications where errors, delays or failures may typically lead to significant personal injury, property damage, environmental damage or financial losses. Use for such purposes is permitted only if expressly agreed in writing. Section 11 remains unaffected.

## 2 Term of Use

### 2.1 Subscription

The right to use the Online Services exists for the duration of the respective subscription. Unless expressly agreed otherwise, the term of a subscription is one contractual year. The subscription begins upon provision of the Online Services or at the time specified in the offer or ordering process. Upon termination of the subscription, the right to use the Online Services ends.

### 2.2 Individual Services (Purchase Model)

For individual services, no permanent right to use the Online Services is granted. The right of use is limited to the one-time use of the respective Data Service.

The results generated as part of the individual service may be used by the Customer for an unlimited period for its own business purposes, unless otherwise agreed, including use within the

Customer's own products or services, but not as a standalone Data Service.

The permanent use of the results does not establish any right to use the underlying Online Services, software components, algorithms, workflows or other technologies of con terra or its licensors.

### 2.3 Provision and Backup of Results

The results generated as part of the Data Services are made available to the Customer for access or download in accordance with the respective technical design of the service. con terra is not obliged to retain or archive generated results permanently or to provide them again after the expiry of a provided access or storage period, unless expressly agreed otherwise. The Customer is responsible for downloading and backing up provided or exported results in good time.

### 3 Your user account

To access the Online Services, you must register for a user account. You agree to provide accurate and complete information for registration. It is your responsibility to inform con terra of changes to your registration data or to change such data by logging into your user account. You are responsible for all activities that take place under your user account. con terra is not responsible for unauthorized access to your user account. You undertake to keep your password confidential and to notify con terra without undue delay if your password has been compromised or is no longer secure.

### 4 Your content

The Online Services allow you to transmit, use, modify and publish your workspaces, data and other content (collectively, "Your Content"). You remain the owner of all intellectual property rights that you have in Your Content. You agree that con terra may use Your Content for the limited purpose of providing and operating the Online Services. You are solely responsible for all data protection matters relating to Your Content. con terra is not restricted in developing workspaces and other

components with functions similar to Your Content.

con terra will take appropriate and suitable measures to support you in protecting Your Content. To the extent personal data is processed, storage and processing are carried out in accordance with the privacy statement and, where applicable, the data processing agreement pursuant to Section 12. To the extent content is processed or stored on systems of third-party providers, this is done within the scope of the technical infrastructure used in each case and in accordance with the contractual and data protection rules applicable thereto. con terra is not responsible for security vulnerabilities on the internet and assumes no liability for misuse of Your Content by third parties, unless liability exists under Section 11.

### 5 Trademarks & Copyright

Where trademarks, product names or signs of third parties are mentioned or displayed in the Online Services, they belong to their respective rights holders.

All intellectual property rights in the specific Online Services are owned by con terra (with the exception of the rights referred to in the preceding paragraph) or its licensors and are not transferred to you in any way as a result of your access to the Online Services. These Terms do not grant you any rights to use the trademarks, logos or other brand features of con terra or its licensors that are not expressly stated in these Terms. You agree not to obscure, remove, modify or tamper with legal notices displayed in connection with the Online Services.

### 6 Software for the Online Services

Software made available through the Online Services is the copyright-protected work of con terra, its licensors or third-party providers. con terra grants the Customer, for the duration of the respective subscription or, in the case of individual services, for the one-time use of the respective Data Service, a simple, non-exclusive, non-transferable and non-sublicensable right to use the software functionalities provided as part of the Online Services exclusively for the contractual use of the Online Services. No further right in the

software, software components, algorithms, workflows or other technologies of con terra or its licensors is granted. You may not copy, modify, distribute, sell or rent any part of the software included separately from the Online Services. To the extent permitted by law, you may not reverse engineer or attempt to extract the source code of this software. Without limiting the foregoing, copying or reproducing the included software on another server or location for further reproduction or redistribution is expressly prohibited.

Some of the software products included in the Online Services may be offered under an open source license. Such open source license terms apply in conjunction with these Terms. However, if there is a conflict between these Terms and the open source license terms, the open source license terms prevail.

### 7 Third-party content

If you use the Online Services in connection with content or applications provided by third parties, you agree to comply with the terms and conditions provided by such third parties. If third-party terms of use apply to a specific Online Service, these will be displayed during the registration process and must be accepted in addition to these Terms by clicking a checkbox. You may not use the Online Services in connection with third-party content that has been licensed in a manner that may cause, or be interpreted or alleged to cause, the Online Services to become subject to copyleft provisions. Use of third-party content is at your sole risk.

The Online Services may contain links to other websites. Such linked sites are not under the control of con terra and con terra is not responsible for, and does not endorse, the content of linked sites. You must make an independent assessment with respect to your interaction with such linked websites.

### 8 Fees and Payment

The Online Services may be offered both on a subscription basis and as individual services (purchase model).

For subscriptions, billing is carried out as indicated on the respective website, in the offer or in the ordering process, generally annually in advance on an invoice basis. Unless otherwise agreed, performance of the commissioned Data Services will begin only after successful receipt of payment. For subscription services, the contract is concluded upon receipt of the order confirmation or provision of the service.

For individual services, payment is made directly during the ordering process via an external payment service provider (e.g. Stripe). The purchase price is due immediately. The contract for paid individual services is concluded only upon successful confirmation of payment by the payment service provider.

con terra is entitled to use external payment service providers for payment processing. In addition, the terms of the respective payment service provider effectively incorporated for the use of the respective payment service apply. con terra has no influence on the technical payment processing by the payment service provider. con terra remains the contractual partner for the services offered.

Processing of the Data Services is generally automated without separate manual approval. There is no entitlement to manual review or post-processing.

Refunds are made, subject to mandatory statutory rights, only in justified exceptional cases, in particular in the event of technical errors or demonstrably defective performance. There is no entitlement to a refund in particular where the service has been properly performed.

### 9 Changes and Termination

Subscriptions may be terminated by either party in text form with three months' notice to the end of the respective contractual year, unless expressly agreed otherwise. If no timely termination occurs, the subscription will be extended by one further contractual year in each case. The right to terminate without notice

for good cause remains unaffected. con terra is entitled to suspend use of the Online Services or terminate the subscription relationship without notice if good cause exists. Good cause exists in particular if the Customer seriously or repeatedly breaches these Terms of Use or fails to pay due fees despite a reminder and a reasonable grace period. In cases of special urgency, in particular in the event of a risk to the security or stability of the Online Services, suspension may also take place without prior notice. The Customer remains liable for all fees incurred up to the effective date of termination as well as for all obligations that, by their nature, continue beyond termination. con terra will not refund any fees or subscription fees paid in advance unless the termination is based on a breach by con terra of these Terms of Use. con terra reserves the right to amend these Terms for ongoing subscriptions and future individual services if there is an objectively justified reason, in particular to adapt them to legal, technical or economic developments. Customers will be informed of changes by e-mail at least six weeks in advance. If no objection is made within four weeks after receipt, the changes will be deemed accepted, provided that the changes are reasonable for the Customer and do not change the contractual equivalence relationship or material contractual obligations to the detriment of the Customer. Express reference will be made to this legal consequence. All amended Terms will be published at <https://www.conterra.de/lizenz-undnutzungsbedingungen>.

### 10 Warranty

The Online Services and related materials are provided by con terra in accordance with the current state of the art. To the extent permitted by law, con terra does not warrant that the Online Services will be uninterrupted, error-free or functional in a particular manner. No assurance is given as to fitness for a particular purpose unless expressly agreed in writing.

con terra will endeavor to remedy identified or reported defects within a reasonable period. However, there is no obligation to ensure the permanent availability or freedom from errors of the Online Services. Statutory warranty rights remain unaffected unless effectively restricted by these Terms.

No warranty is assumed for the substantive accuracy, completeness or economic usability of the results generated by the Data Services unless expressly agreed otherwise. Unless expressly agreed otherwise, con terra does not owe any specific professional, economic or technical result beyond carrying out the agreed processing operation, but rather the provision of the agreed Data Services in accordance with the respective service description.

### 11 Liability

**con terra and its legal representatives, executive officers and vicarious agents are liable without limitation for damages arising from injury to life, limb or health. con terra is also liable without limitation for damages based on intent or gross negligence.**

**In the event of simple negligence, con terra is liable only for damages resulting from the breach of a material contractual obligation (cardinal obligation), unless mandatory statutory provisions require broader liability. Material contractual obligations are obligations whose fulfillment makes the proper performance of the contract possible in the first place and on whose compliance the contractual partner may regularly rely. In this case, liability is limited to the foreseeable damage typical for the contract.**

**Unless otherwise provided, con terra is not liable for incidental, special, indirect damages or consequential damages of any kind, including, but not limited to: loss of profit, loss or damage to data, business interruptions, failure to transmit or receive data or information (including course instructions, tasks and materials), damages arising from the use or inability to use con terra Data Services or any third-party software, programs or services in connection with con terra Data Services.**

**Liability under the mandatory provisions of the German Product Liability Act remains unaffected.**

**The foregoing limitations of liability also apply if con terra and its legal representatives, executive officers and vicarious agents have been advised of the possibility of such damages.**

**Without limiting the validity of the foregoing and within the scope of the statutory provisions, con terra assumes no liability for the substantive accuracy, completeness or usability of data that is processed, transformed, converted or output by the Online Services, unless mandatory liability exists under the foregoing provisions.**

## 12 Data Protection

Where and to the extent personal data is processed in connection with use, this will be done in compliance with applicable data protection laws, in particular the GDPR. Additional information is available in the privacy statement at <https://www.conterra.de/datenschutzhinweise>. Where and to the extent the Customer introduces personal data, in particular personal data of third parties, in connection with the use of the Data Services, a data processing agreement pursuant to Art. 28 GDPR applies in addition, available for access and download at: [AVV DataServices.pdf](#).

When external payment service providers are used, payment-related personal data may be transmitted to them; details are set out in the privacy statement. To the extent Stripe processes personal data in connection with payment processing under its own responsibility, Stripe acts as an independent controller within the meaning of the GDPR.

## 13 Monitoring and Disclosure

con terra is entitled to monitor the Online Services and disclose information to the extent necessary and legally permissible for the operation of the Online Services, to

ensure security, to comply with legal obligations or to fulfill official requirements.

## 14 Final Provisions

### 14.1 Form

Individual amendments and additions to this agreement must be made in writing, unless expressly provided otherwise in these Terms of Use. A digital signature within the meaning of § 126a BGB satisfies the written form requirement.

### 14.2 Applicable Law

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.

### 14.3 Place of jurisdiction

For all disputes arising from or in connection with these Terms of Use, Münster (Germany) is the exclusive place of jurisdiction to the extent permitted by law.

### 14.4 Language and legal validity

This document is a translation of the German original „*Nutzungsbedingungen für con terra Data Services*“. It is provided for convenience only. In the event of any discrepancies or interpretation differences between this translation and the German version, the **German-language original shall prevail**. The German version is available at <https://www.conterra.de/lizenz-und-nutzungsbedingungen>