

Contract for the website plugin of an AI-supported chatbot

Between the
 DBG Digital Brands Group GmbH
 Kuglbergerweg 2
 5223 Pfaffstätt

– hereinafter referred to as "Provider" -

and

the customer who orders our chatbot or other products.

– hereinafter referred to as "Customer" -

the following contract and the following terms of use are concluded:

The Terms of Use (the "Terms") govern the purchase and use of all free and paid services of the Provider.

1. Preamble

The provider provides an AI-supported chatbot trained by the information on the customer's website as a search and help function.

To use the chatbot on the customer's website, it is first necessary to install the "DBG AI Assistant App", e.g. via the Shopify Appstore, and connect it to the customer's webshop / homepage.

After installation, the app reads the store data (products, FAQs, etc.) for the AI, creates a content database from it and, based on this, provides the chat function on the customer's website as an add-on to the online store.

When using the chatbot, the requests of the store visitors are combined using the database created from the website information read out and a large language model in order to give the website visitor an appropriately well-formulated answer to their request.

2. Subject matter of the contract

- 2.1. The provider makes a chatbot available to the customer, which the customer can integrate into their website as an add-on. Furthermore, the provider provides the customer with the service behind the front end, which is required to set up and operate the chat bot.
- 2.2. Accordingly, the subject matter of the contract is
 - 2.2.1. the app "DBG AI Assistant App" (hereinafter referred to as "APP") and
 - 2.2.2. Use of the backend via the Internet and provision of storage space on the provider's servers and use of a commercial AI via the AI provider's interface.
- 2.3. The provision of the technical equipment, telecommunications services and any IT security measures required by the user to connect to and use the website are not part of the contract.
- 2.4. The Provider is permitted to use third parties to provide the storage space specified in 2.2.3. The use of subcontractors does not release the Provider from its sole obligation to the Customer to fulfill the contract in full.
- 2.5. The parties further agree that the provider does not offer its own AI to answer the questions of website visitors in an appealing manner, but uses a commercial AI from a third-party provider. The AI is named in Annex 1 and is deemed to have been approved by the customer upon conclusion of the contract.
- 2.6. The provider will therefore offer no guarantee that the AI agreed in accordance with Annex 1 will be available at all times or that it will always provide the correct answers to the questions.
- 2.7. All of the provider's services are aimed exclusively at business customers.

3. Use of the app

- 3.1. To use the app, the customer must first log in to the Shopify Appstore with their webshop.
- 3.2. The customer can download the app from the Appstore and then install it directly.
- 3.3. After installation, the provider is free to either grant the customer a free trial period or offer one or more cost plans directly.
- 3.4. By clicking on the test period, a contract is concluded for free use for the test period offered by the provider. This ends automatically at the end of the last day. After that, the customer is given the option of concluding a fee-based contract.
- 3.5. The chargeable contract only comes into effect after clicking on the respective cost plan with the prices and services specified in the corresponding service description only comes into effect when the provider accepts it.
- 3.6. After installation, a dashboard is available to the customer with which the customer can define their own rules for the chatbot. The provider will not check the customer's rules. The customer is solely

responsible for not creating any illegal rules or using the chatbot illegally.

- 3.7.** Any access from the customer's web store to the app shall be deemed to have been carried out by the customer. The customer is obliged to secure the user account in such a way that no unauthorized access to the APP by third parties is possible.
- 3.8.** The Provider shall provide its services in accordance with the generally recognized rules of technology. creating software for the APP, it is not possible to create a program that is completely free of errors in accordance with the generally accepted rules of technology.
- 3.9.** If the provider is prevented from providing the services due to circumstances for which the customer is responsible, the times and deadlines for the provision of the services shall be postponed by the period of the hindrance. This also applies if the circumstances are the responsibility of third parties who - such as the host of the website or Shopify - belong to the sphere of the customer.
- 3.10.** The Provider is entitled to use subcontractors, provided they are qualified to provide the agreed service.
- 3.11.** 30 days after termination of the user relationship or after expiry of any statutory retention periods, the provider is entitled to delete the data created during the user relationship. With regard to the deletion of personal data, the statutory provisions on data protection shall take precedence.

4. APP transfer

- 4.1.** For the duration of this contract, the Provider shall provide the Customer with the APP in the current version free of charge during the test period and against payment within the framework of the respective cost plan. For this purpose, the Provider shall provide the Customer with the current version of the APP via the Shopify Appstore.
- 4.2.** The current scope of functions of the APP is set out in its current service description. Unless otherwise in the current service description of the cost plan, the service description in Annex 2 to this contract shall apply.
- 4.3.** The Provider shall eliminate all APP errors without delay in accordance with the technical possibilities.
- 4.4.** An error exists if the APP does not fulfill the functions specified in the service description, provides incorrect results or does not work properly in any other way, so that the use of the APP is impossible or restricted.
- 4.5.** The provider is continuously developing the APP and will improve it - if necessary and appropriate - through updates and upgrades.

5. Rights of use to the APP

- 5.1.** The provider grants the customer the non-exclusive and non-transferable right to use the APP designated in this contract for the duration of the contract as intended within the scope of the SaaS

services.

5.2. The customer may only process the APP insofar as this is covered by the intended use of the APP in accordance with the current service description.

5.3. The customer may only reproduce the APP insofar as this is covered by the intended use of the APP in accordance with the current service description.

5.4. The rights granted in clauses 5.1-5.3 do not the following in particular:

5.4.1. Changes to the APP such as the modification or production of derived works,

5.4.2. the assignment of rights,

5.4.3. the leasing, letting or outsourcing of the APP

5.4.4. the generation of other income from the APP and

5.4.5. any uses, which the functionality of the APP in such a way change, that personal data can be collected or processed by third parties without permission.

5.5. The APP is subject to copyright or other protective laws.

5.6. The provisions of 5.1-5.3 and 5.5 also expressly include any patents, trademarks and other intellectual property rights to the app and the content.

5.7. The following uses of the APP and its content are prohibited and may result in consequences ranging from termination of the service to termination for cause in the event of a first offense:

- any infringement of copyrights or trademark rights of third parties,
- the use of software and any other activity with the aim of spying on, attacking or otherwise interfering with the provider, the APP, the provider's partner companies or others, or aiding and abetting such interference,
- Impairment or interruption of the integrity or performance of the provider's IT systems. The prohibition of impairment or interruption also applies to vulnerability analyses of the pen tests, which are carried out without our consent,

5.8. The type of consequence in the event of a breach of 5.7 is at the provider's own discretion

5.9. The provider is entitled to block the storage space immediately if there is

suspicion that the stored data is unlawful and/or infringes the rights of third parties. Reasonable suspicion of illegality and/or infringement of rights exists in particular if courts, authorities and/or other third parties the provider of this. The provider must inform the customer of the block and the reason for it without delay. The block must be lifted as soon as the suspicion is invalidated.

5.10. The APP contains interfaces. The customer is granted access to the systems of the provider's partner companies, such the provider of the AI, via these interfaces. Therefore, the provisions set out in paragraph 5 also apply accordingly to the provider's partner companies.

6. Granting of storage space

- 6.1.** The Provider shall provide the Customer with a character quota of the shop/website data read out by the APP. The customer may use the data required for training and subsequent use of the chatbot within the scope of its character quota in accordance with the technical specification set out in Annex 1 to this contract. If the character quota is no longer sufficient, the provider shall inform the customer of this. The customer may reorder corresponding character quotas subject to availability at the provider.
- 6.2.** The provider shall ensure that the stored data can only be accessed by the customer via the Internet.
- 6.3.** The provider is obliged to maintain customary security precautions against unauthorized access to the systems.
- 6.4.** In any case, the customer remains the sole owner of the data and can therefore demand the return of individual or all data at any time.
- 6.5.** Upon termination of the contractual relationship, the provider shall delete all data stored on the storage space allocated to the customer within 30 days.
- 6.6.** The data shall be released at the customer's discretion either by handing over data carriers or by sending them via a data network. However, the customer is expressly not entitled to receive the APP suitable for use of the data itself.
- 6.7.** The provider has neither a right of retention nor the statutory landlord's lien (Section 562 BGB) with regard to the customer's data.

7. Support

- 7.1.** The scope of support is set out in Annex 3 to this Agreement.
- 7.2.** The Provider shall answer the Customer's inquiries regarding the use of the contractual app and the other SaaS services by email within the deadlines specified in Annex 3 after receipt of the respective question, which shall be sent exclusively by email to info@digital-brands-group.com in German or English.

8. Interruption/impairment of accessibility

- 8.1.** Adjustments, changes and additions to the contractual services as well as measures that serve to identify and rectify malfunctions will only lead to a temporary interruption or impairment of the accessibility of the PLUGIN or the APP in exceptional cases if this is absolutely necessary for technical reasons.

- 8.2.** The basic functions of the APP are monitored daily. Maintenance of the SaaS services is generally guaranteed from Monday to Friday from 09:00 to 17:00. In the event of serious errors - if the use of the APP is no longer possible or is seriously restricted - maintenance is carried out within 48 hours of the customer becoming aware of or being informed of the error.
- 8.3.** The Provider shall notify the Customer of the maintenance work under 8.1 and 8.2 immediately and carry it out in the shortest possible time in accordance with the technical conditions.
- 8.4.** If it is not possible to rectify the error within 48 hours, the provider shall inform the customer of this by e-mail within 48 hours, stating the reasons and the period of time that is likely to be required to rectify the error.

9. Obligations of the customer

- 9.1.** The customer undertakes not to store any illegal content that violates the law, official requirements or the rights of third parties on the storage space provided or to offer such products.
- 9.2.** In particular, the customer is prohibited from misusing these, e.g. for political, racist or sexist purposes, within the scope of the rules and personality settings that can be configured by the customer.
- 9.3.** The content stored by the customer on the storage space intended for the customer may be protected by copyright and data protection laws. The customer hereby grants the provider the right to make the content stored on the server accessible to the customer via the Internet when the customer requests it and, in particular, to reproduce and transmit it for this purpose and to be able to reproduce it for the purpose of data backup.

10. Remuneration

- 10.1.** The customer undertakes to pay the provider the agreed monthly fee plus statutory VAT for the provision of the APP and the storage space. Unless otherwise agreed, the remuneration shall be based on the Provider's price list valid at the time the contract is concluded.
- 10.2.** Payment is processed via Shopify.

11. Liability for defects/liability

- 11.1.** The provider guarantees the functionality and operational readiness of the APP and the SaaS services exclusively in accordance with the provisions of this contract.
- 11.2.** In the event that the provider's services are used by unauthorized third parties using the customer's access data, the customer shall be liable for any charges incurred as a result within the scope of liability under civil law until receipt of the customer's order to change the access data or notification of the loss or theft, provided that the customer is at fault for the unauthorized third party's access.
- 11.3.** Claims for damages against the provider are excluded, regardless of the legal grounds, unless the provider, its legal representatives or vicarious agents have acted with intent or gross negligence. The

provider shall only be liable for slight negligence if one of the essential contractual obligations has been breached by the provider, its legal representatives or executive employees or vicarious agents. The provider shall only be liable for foreseeable damages, the occurrence of which must typically be expected. Essential contractual obligations are those obligations that the basis of the contract, that were decisive for the conclusion of the contract and on the fulfillment of which the customer may rely.

- 11.4.** The provider is not liable for the loss of data insofar as the damage is due to the fact that the customer has failed to carry out data backups and thereby ensure that lost data can be restored with reasonable effort.
- 11.5.** The provider shall be liable without limitation for damages caused intentionally or negligently by the provider, its legal representatives or vicarious agents resulting from injury to life, limb or health.
- 11.6.** The statutory provisions shall apply to claims based on defective performance of the APP provided free of charge during the test period. Due to the free use, liability for material defects and defects of title is excluded in accordance with § 523, 524 BGB, unless there is an intentional or grossly negligent breach of duty or fraudulent intent on the part of the provider. Any contributory negligence on the part of the customer must be taken into account. The provider refers to the general limitation of liability to intent and gross negligence in accordance with § 521 BGB. The above limitations of liability also apply to the personal liability of the provider's employees, representatives, organs and all of our vicarious agents and assistants. Furthermore, there are no guarantee, compensation, maintenance, support or availability obligations with regard to the functions of the PLUGIN provided free of charge.
- 11.7.** Furthermore, with reference to 2.6, any liability for an incorrect or non-compliant response from the chatbot is excluded. This is on the basis that the provider has no possibility to influence the AI-generated answers of the chatbot due to the agreed use of a third-party AI.
- 11.8.** Furthermore, the provider is not liable if the customer enters their own rules within the dashboard.

12. Term and termination

- 12.1.** The contract is concluded in accordance with the term option selected by the customer. The contractual relationship begins with the determination of the cost plan by the customer. The contract is extended by one year in the case of an annual subscription and by a further month in the case of a monthly subscription, unless the customer terminates the contract one day before the end of the respective contract period.
- 12.2.** The trial period begins with the installation of the app and ends - without the need to cancel - at the end of the trial period offered.
- 12.3.** This does not affect the right of either party to terminate the contract without notice for good cause. In particular, the Provider is entitled to terminate the contract without notice if the Customer fails to make due payments despite a reminder and a grace period or if the Customer seriously or repeatedly violates the Terms of Use. Furthermore, the provider is entitled to terminate the contract without notice if the customer misuses the app for illegal purposes and/or in a discriminatory manner.

13. Data protection/confidentiality/legal requirements AI Act

- 13.1.** The customer shall comply with the applicable data protection regulations when using the app. In this respect, the provider is not the controller within the meaning of Art. 4 No. 7 GDPR. This also applies in particular to all personal data that website visitors enter in the search mask.
- 13.2.** The contracting parties agree that the provider reads out the contents of the website or the web store on behalf of the customer and that this may also result in the processing of personal data, which is subsequently also processed on behalf of the customer as part of the training and use of the chatbot. Accordingly, both parties agree that order processing
- 13.3.** within the meaning of Art. 28 GDPR. The corresponding contract is attached as Annex 4 to this contract.
- 13.4.** As the controller within the meaning of the GDPR, the customer is solely responsible for ensuring that the personal data read from the website can be processed in accordance with the legal data protection requirements.
- 13.5.** The Provider to maintain the strictest confidentiality with regard to all confidential processes of which it becomes aware in the course of the preparation, execution and fulfillment of this contract, in particular business or trade secrets of the Customer, and not to disclose them or exploit in any other way. This applies to any unauthorized third parties, i.e. also to unauthorized employees of both the Provider and the Customer, unless the disclosure of information is necessary for the proper fulfillment of the Provider's contractual obligations. In cases of doubt, the Provider shall obtain the Customer's consent prior to such disclosure.
- 13.6.** The Provider undertakes to agree with all employees and subcontractors employed by it in connection with the preparation, execution and fulfillment of this contract a regulation with the same content as 13.3 above.
- 13.7.** Both parties agree that the website/webshop data read out by the APP does not fall under 13.3 and that the disclosure in the context of the use of the LLM does not constitute a breach of 13.3 either
- 13.8.** Both parties also agree that the customer is responsible for the requirements of the AI Act and in particular the labeling obligations under Art. 50 of the AI Act. The provider shall support the customer with the technical implementation if necessary.
- 13.9.** The parties further agree that the customer is also responsible with regard to the various obligations under the GDPR towards the users of the chatbot.

14. Applicable law, place of jurisdiction

This contract shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for disputes arising from this contract is Mannheim.

15. Miscellaneous

- 15.1.** These terms of use apply exclusively. Deviating, contradictory or supplementary general terms and

conditions shall only become part of the contract if the provider has agreed to them. Verbal collateral agreements have not been made.

- 15.2.** All notifications and declarations made must be made at least in text form within the meaning of the German Civil Code (BGB), whereby an e-mail always satisfies the text form requirement.
- 15.3.** If one or more provisions of these Terms of Use are or become invalid or void, the remaining provisions shall remain valid. The parties shall replace the ineffective or void provision(s) with a provision that comes closest to the meaning and purpose of the ineffective or void provision in a legally effective manner, taking into account the interests of both parties.
- 15.4.** The Provider reserves the right to amend these Terms and Conditions from time to time. If such changes are deemed material, the Provider will notify the Customers of the changes by e-mail and the changes will take effect one month after such e-mail is sent.
- 15.5.** Annexes to in this contract are an integral part of the contract.

Appendix 1: AI model

The current prices can be found at: <https://www.askoskar.com/#pricing>.

The following AI models are used:

- GPT-3.5
- GPT-4
- GPT-4o

Annex 2: Service description

The chatbot serves as an interactive tool to customers navigate through the online store, search for products and answer questions. The chatbot can be seamlessly integrated into the design of the store and enables a personalized and intuitive user experience.

Functionality

- Product advice: The chatbot can recommend products based on the current store data and the customer's preferences.
- Customer service: Answers to frequently asked questions and forwarding to customer support for more complex issues (freely configurable).

Data update

- Nightly update: The chatbot's database is automatically updated every night to ensure that all store information is up to date.

Expandability

- Custom routings: The chatbot can be supplemented with custom routings to better answer specific customer queries and, if necessary, forward them to the right place.

Personalization and customization

- Individual design: The chatbot can be fully customized to the store's design and branding to ensure a consistent look and feel.
- Personalized approach: The chatbot can be adapted to the "personality" of the store. This includes the choice between formal (German: Sie) and informal (German: Du) language, as well as the option to define a free personality (e.g. replies with lots of emojis, special greeting, etc.).

Support and maintenance

- Regular updates: Provision of regular updates and extensions for the chatbot.
- Technical support: Availability of technical support to resolve problems and assist with adjustments - Available by email: info@digital-brands-group.com

Appendix 3: Support times



Support requests will be answered within 24 hours from Monday to Friday. All support requests be sent to info@digital-brands-group.com.

Annex 4: Data processing agreement

Contract for the processing of personal data on behalf of

1. Preamble

- 1.1. This contract regulates the rights and obligations of the client and the contractor (hereinafter referred to as "Parties") in the context of processing personal data on behalf of the client. For the purposes of data protection, the client is the "controller" or the "responsible body" and the contractor is the "processor".
- 1.2. This contract shall apply to all activities in which the Contractor or employees of the Contractor process personal data of the Client on the Client's behalf.
- 1.3. Terms used in this contract are to be understood in accordance with their definition in the General Data Protection Regulation in its current version. In this sense, the client is the "controller" and the contractor is the "processor".
- 1.4. Insofar as declarations in the following are to be made in "written form", the non-written form according to § 126 BGB meant.

2. Object and duration of processing

2.1. Object

The object of the processing is defined in the main contract.

The contractor takes over depending according to assignment in the main contract among others the following processing operations:
Creation and maintenance of a chatbot

2.2. Duration

The duration of this contract corresponds to the duration of the main contract

3. Type, purpose, location and data subjects of data processing

3.1. Nature and purpose of processing

The scope of processing is defined in the main contract.

Depending on the scope commissioned in the main contract, commissioned processing may include the following data processing operations, among others:

Processing of personal data on the customer's homepage for the purpose of training and operating the chatbot.

The processing serves the following purpose:

Creation, integration and maintenance of a chatbot for the customer store

3.2. **Type of data**

The following types of personal data are processed.

Inventory and usage data of the categories of data subjects listed below

3.3.

No processing of special categories of personal data

As part of the order processing here, the client shall not transmit to the contractor any personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, nor any genetic data, biometric data for the purpose of uniquely identifying a natural person, health data or data concerning a natural person's sex life or sexual orientation.

3.4. **Place of processing**

Data processing takes exclusively in the EEA when the contract is concluded.

If the Contractor or a subcontractor of the Contractor provides the agreed service at a place of performance outside the EU/EEA, the Contractor shall ensure admissibility under data protection law by taking appropriate measures; if necessary, the standard contractual clauses in Annex 4 shall be used. All contractual regulations in the contractual chain must also be imposed on other subcontractors. The technical and organizational measures of subcontractors must comply with the technical and organizational measures defined here. The contractual documents must be submitted to the client upon request.

4. **Categories of data subjects**

Affected by the processing are Customers and employees of the customer

5. **Obligations of the contractor**

5.1. The Contractor shall process personal data only in accordance with the Client's instructions, unless it is required to do so by Union or Member State law to which the Contractor is subject; in such a case, the Contractor shall notify the Client of these legal requirements prior to processing, unless the law in question prohibits such notification on grounds of important public interest.

Furthermore, the contractor shall not use the data provided for processing for any other purposes, in particular not for its own purposes. Furthermore, the Contractor shall not receive any rights of ownership or rights of use of any kind to the data processed in the course of processing or to the results of data

processing or the results of the data processing. Anonymization of the data in connection with subsequent processing by the contractor shall not take place either.

5.2. The Contractor confirms that it is aware of the relevant general data protection regulations. He

observes the principles of proper data processing.

- 5.3. The Contractor to maintain strict confidentiality during processing.
- 5.4. Persons who may gain knowledge of the data processed in the order must undertake in writing to maintain confidentiality and data protection, insofar as they are not already subject to a relevant confidentiality obligation by law. The Contractor shall oblige its employees to comply with further confidentiality rules if the Client is subject to such further obligations, e.g. social confidentiality, etc. The client must instruct the contractor accordingly, at least in text form. The duty of confidentiality shall continue to exist even after the termination of the contract.
- 5.5. The Contractor warrants that the persons employed by it for processing have been familiarized with the relevant provisions of data protection and this contract before the start of processing. Corresponding training and awareness-raising measures shall be repeated on an appropriately regular basis. The Contractor shall ensure that order processing employed persons with regard to the fulfillment adequately sensitized, instructed and monitored on an ongoing basis with regard to compliance with data protection requirements.
- 5.6. In connection with the commissioned processing, the Contractor shall support the Client - where necessary - in fulfilling its obligations under data protection law, in particular in drawing up and updating the list of processing activities, in carrying out the data protection impact assessment and any necessary consultation with the supervisory authority. The required information and documentation shall be kept available and forwarded to the Client immediately upon request.
- 5.7. If the client is subject to inspection by supervisory authorities or other bodies or if data subjects assert rights against the client, the contractor undertakes to support the client to the extent necessary, insofar as the processing in the order is affected.
- 5.8. The Contractor may only provide information to third parties or the data subject with the prior consent of the Client, at least in text form. Requests addressed directly to the Contractor shall be forwarded to the Client without delay.
- 5.9. The Contractor has appointed a competent and reliable data protection officer. In cases of doubt, the Client may contact the data protection officer directly. The contact details of the current data protection officer are listed in the annex to this contract. The Client must be informed immediately of any changes to the appointment or contact details.

6. Safety of processing

- 6.1. The Contractor undertakes to take all technical and organizational measures required under Art. 32 GDPR.

technical and organizational measures. The technical and organizational measures described in the appendix to this contract have been acknowledged by the client. The Contractor is solely responsible for the preparation of the technical and organizational measures (TOMS). The minimum standard of the measures to be described in the TOMS is attached in Annex 1. The Client confirms that these are appropriate within the meaning of the GDPR at the time the contract is concluded.

- 6.2. The data security measures may be adapted in line with further technical and organizational developments as long as they do not fall below the level agreed here or the recognized state of the art. The Contractor shall implement any changes required to maintain information security without delay. The Client must be notified of any changes immediately in text form. The notified measures shall be deemed approved and shall become part of this contract unless the Client objects within one month of notification.
- 6.3. The Contractor warrants that the data processed in the order will be strictly separated from other data stocks.
- 6.4. Copies or duplicates shall not be made without the knowledge of the client. This does not apply to technically necessary, temporary copies (e.g. backups), insofar as any impairment of the data protection level agreed here is excluded.
- 6.5. The Contractor shall provide regular evidence of the fulfilment of its obligations, in particular the complete implementation of the agreed technical and organizational measures and their effectiveness. To this end, the Contractor shall provide the Client with sufficient guarantees, e.g. current test certificates, reports or report extracts from independent bodies (e.g. auditors, audit, data protection officer, IT security department, data protection auditors, quality auditors) or suitable certification through IT security or data protection audits (e.g. in accordance with BSI basic protection). Compliance with approved codes of conduct or approved certification procedures can also be used as proof of sufficient guarantees.

The proof must be provided to the client every 12 months but at the latest every 24 months on request - exclusively on request.

Evidence must be kept for at least three calendar years after the end of the commissioned processing and presented to the client at any time upon request.

7. Correction, deletion and blocking of data

- 7.1. The contractor shall only correct, delete or block data processed within the scope of the order in accordance with the client's instructions.
- 7.2. The Contractor shall comply with the corresponding instructions of the Client at all times and also beyond the termination of this contract.
- 7.3. The Client shall indemnify the Contractor against any liability - also on the part of third parties - insofar as the data has been corrected, deleted or blocked in accordance with the request.

The provisions on termination in point 12 of this contract remain unaffected.

8. Subcontracting relationships

- 8.1. The Contractor is not permitted to use subcontractors for order processing - apart from the subcontractors approved when the contract is concluded in accordance with 8.11.
- 8.2. In the event that the Client permits the commissioning of subcontractors in individual cases, the

Contractor must ensure that the regulations agreed between the Client and the Contractor also apply to the subcontractors. In particular, the client must be entitled to carry out checks on subcontractors or have them carried out by third parties at any time to the extent specified here. The Contractor is obliged to contractually regulate this right of the Client vis-à-vis the subcontractor.

- 8.3. The responsibilities and obligations of the contractor and the subcontractor must be clearly delineated.
- 8.4. The Contractor shall carefully select the subcontractor, paying particular attention to the suitability of the technical and organizational measures taken by the subcontractor.
- 8.5. The forwarding of data processed in the order to the subcontractor is only permitted if the contractor has documented that the subcontractor has completely fulfilled its obligations. The contractor must submit the documentation to the client without being requested to do so.
- 8.6. The commissioning of subcontractors is also permitted if they do not process the data on behalf outside the territory of the EEA, provided that the appropriate guarantees are in place.
- 8.7. The Contractor shall carry out an appropriate review of the subcontractor's compliance with its obligations regularly every 12 months, but at the latest every 24 months. The inspection and its results must be documented in such a meaningful way that they are comprehensible to a competent third party. The documentation must be submitted to the client without being asked. The Contractor shall retain the documentation on audits carried out at least until the end of the third calendar year after the end of the commissioned processing and shall submit it to the Client at any time upon request.
The client's own control rights shall remain unaffected by this.
- 8.8. If the subcontractor fails to comply with its data protection obligations, the contractor shall be liable to the client for this.
- 8.9. The use of further subcontractors by the subcontractor is not permitted within the scope of this processing on behalf of the client.
- 8.10. Both parties agree that ancillary services, such as transportation and cleaning of business premises as well as the use of telecommunications services or user services, do not constitute order processing within the meaning of this contract, but rather the use of third-party specialist services by an independent controller.

are not order processing within the meaning of this contract, but the use of third-party specialist services by an independent controller. The obligation of the contractor to ensure compliance with data protection and data security in these cases remains unaffected.
- 8.11. At present, the subcontractors specified in "Annex 2" with name, address and order content are engaged in the processing of personal data to the extent specified therein and are hereby authorized by the Client. The Contractor's other obligations to subcontractors set out herein shall remain unaffected.

9. Rights and obligations of the client

- 9.1. The client alone is responsible for assessing the permissibility of the commissioned processing and for safeguarding the rights of data subjects.
- 9.2. The client shall issue all orders, partial orders or instructions documented at least in text form. In urgent cases, instructions may be issued verbally. The client shall confirm such instructions immediately, documented at least in text form.
- 9.3. The Client shall inform the Contractor immediately if it discovers errors or irregularities in the inspection of the order results.
- 9.4. The Client shall be entitled monitor the Contractor's compliance with the data protection regulations and the contractual agreements to an appropriate extent itself or through third parties, in particular by obtaining information and inspecting the stored data and the data processing programs as well as other on-site checks. The persons entrusted with the inspection shall be granted access and inspection by the Contractor to the extent necessary. The Contractor shall be obliged to provide the necessary information, demonstrate processes and provide the evidence required to carry out an inspection. The Contractor shall be entitled to refuse inspections by third parties if they are in a competitive relationship with the Contractor or if there are similarly important reasons.
- 9.5. Inspections at the Contractor's premises shall be carried out during normal office hours without any avoidable disruption to the Contractor's business operations. Unless otherwise indicated for urgent reasons to be documented by the Client, inspections shall take after reasonable advance notice and during the Contractor's business hours, and no more frequently than every 24 months. Insofar as the Contractor provides evidence of the correct implementation of the agreed data protection obligations as provided for under 6.7 of this contract, an inspection shall be limited to spot checks.

10. Notification obligations

- 10.1. The Contractor shall notify the Client immediately of any breaches of the protection of personal data processed on behalf of the Client. Reasonable suspicions of this must also be reported. The notification must sent to an address specified by the client at the latest within 48 hours of the contractor becoming aware of the relevant event. It must contain at least the following information:
 - a. a description of the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned, the categories concerned and the approximate number of personal data records concerned;
 - b. the name and contact details of the data protection officer or other contact point for further information;
 - c. a description of the likely consequences of the personal data breach;
 - d. a description of the measures taken or proposed to be taken by the contractor to address the personal data breach and, where appropriate, measures to mitigate its possible adverse effects
- 10.2. Significant disruptions in the execution of the order as well as breaches by the Contractor or the

persons employed by it as well as breaches by the subcontractor or the persons employed by it against data protection regulations or the stipulations made in this contract must also be reported immediately.

- 10.3. The Contractor shall inform the Client immediately of inspections or measures by supervisory authorities or other third parties insofar as these relate to order processing.
- 10.4. The Contractor warrants to support the Client in its obligations under Art. 33 and 34 of the General Data Protection Regulation to the extent necessary.

11. Instructions

- 11.1. The client reserves the right to issue comprehensive instructions with regard to the processing of the order.
- 11.2. The Contractor shall notify the Client immediately if, in its opinion, an instruction issued by the Client violates statutory provisions. The Contractor shall be entitled to suspend the implementation of the relevant instruction until it has been confirmed or amended by the responsible employee at the Client.
- 11.3. The Contractor shall document any instructions issued to it and their implementation.

12. Termination of the order

- 12.1. If personal data or copies thereof are still in the Contractor's possession at the end of the contractual relationship, the Contractor shall, at the Client's discretion, either destroy the data or hand it over to the Client. The Client must make this choice within 2 weeks of being requested to do so by the Contractor. The destruction must be carried out in such a way that recovery is no longer possible with reasonable effort.
- 12.2. The Contractor is obliged to arrange for the immediate destruction or return of the goods, including by subcontractors.
- 12.3. The Contractor shall provide proof of proper destruction and submit it to the Client without delay.
- 12.4. Documentation that serves as proof of proper data processing shall be retained by the Contractor at least until the end of the third calendar year after the end of the contract. The Contractor may hand them over to the Client for the Client's discharge.
- 12.5. After the personal data has been destroyed in accordance with the request, the Client shall indemnify the Contractor against any liability whatsoever - including that of third parties - in relation to the destroyed data.

13. Remuneration

The Contractor may demand reasonable remuneration for expenses incurred separately in the course of processing the order. Compensation shall be excluded in all cases if the additional expenditure arises because the contractor has violated applicable law or the provisions of this contract.

14. Miscellaneous

- 14.1. Both parties are obliged to treat all knowledge of business secrets and data security measures of the other party obtained within the scope of the contractual relationship as confidential, even after the termination of the contract. If there is any doubt as to whether information is subject to the confidentiality obligation, it shall be treated as confidential until written release by the other party.
- 14.2. If the Client's property is jeopardized by third-party measures (such as seizure or confiscation), by insolvency or composition proceedings or by other events, the Contractor must inform the Client immediately.
- 14.3. Any ancillary agreements must be in writing and make express reference to this agreement.
- 14.4. The defense of the right of retention within the meaning of § 273 BGB is excluded with regard to the data processed in the order and the associated data carriers.
- 14.5. Should individual parts of this agreement be invalid, this shall not affect the validity of the remainder of the agreement.

Annex 5 - Consent to the commissioning of subcontractors

The Client to the commissioning of the following subcontractors by the Contractor:

Company, legal form	Address	Description of the type and scope of the processing of personal data in the subcontract
Microsoft Corporation	One Microsoft Way, Redmond, WA 98052-6399, USA	Type of data: Text data, metadata. Scope and purpose: Cloud services and AI studio. Processing and generation of text responses for the provision of chatbot services.
OpenAI, Inc.	3180 18th St, San Francisco, CA 94110, USA	Type of data: Text data, metadata. Scope and purpose: Processing and generation of text responses for the provision of chatbot services.
Google Cloud	1600 Amphitheatre Parkway, Mountain View, CA 94043, USA	Type of data: Text data, metadata. Scope and purpose: Cloud services and secure storage of chat histories & for data updates.
Amazon Web Services, Inc.	410 Terry Avenue North, Seattle, WA 98109-5210, USA	Type of data: Text data, metadata. Scope and purpose: Cloud services and secure storage of chat histories to enable the customer to view and analyze them later.
Pinecone	-	Type of data: Text data, metadata. Scope and purpose: Used for communication between chat assistant and user.
Pusher	-	Type of data: Text data, metadata. Scope and purpose: To send push notifications.
Imagekit	-	Type of data: Image data, text data. Scope and purpose: Hosting of image files.

Company, legal form	Address	Description of the type and scope of the processing of personal data in the subcontract
Redis	-	Type of data: Text data, metadata. Scope and purpose: Cache service to relieve the server infrastructure.
Ionos	-	Type of data: - Scope and purpose: Domain hosting.
Vercel	-	Type of data: Text data, metadata, image data. Scope and purpose: Frontend hosting.
Hetzner	-	Type of data: Text data, metadata, image data. Scope and purpose: Backend hosting.
Laravel Forge	-	Type of data: Text data, metadata, image data. Scope and purpose: Control software for backend servers.