LumoDoc by FortoLabs Terms and Conditions

Applicable after: 1 February 2026

These LumoDoc by FortoLabs Terms and Conditions (hereinafter “Terms”), together with the documents referred to herein, set out the terms and conditions upon which the Customer as set out in the Order Form (hereinafter referred to as the “Customer”) may use the Services (as defined below), and form a legally binding agreement (Agreement”) between the customer and FORTO Logistics SE & Co. KG, Schönhauser Allee 9, 10119, Berlin, Germany (“FORTO”). FORTO and Customer together are hereinafter referred to jointly as “Parties”, and individually as “Party”.

These Terms shall apply regardless of whether (i) the Customer subscribes to the Services for Customer’s own organization or (i) the Customer subscribes the Customer for a designated third entity and named in the Order Form (“Designated Entity”).

Standard business conditions or terms and conditions of the Customer or the Designated Entity shall not apply, regardless of whether or not FORTO has expressly objected to them in a particular case.

1. Definitions and Interpretations

1.1. The following terms shall be defined as follows;

“Admin Account” means an administrator account for the use of the Services that is specific to the Customer and is protected by a password.

“Agreement” means the agreement between FORTO and the Customer comprised of these Terms and the other documents referred to in these Terms, including the Order Form and any and all annexes to these Terms.

“BGB” means the German Civil Code (BGB).

“Business Day” shall mean any day – other than a day which is a Saturday, Sunday or legal or bank holiday in Germany – on which retail banks are open to the public for business in Germany.

“Business Hours” shall mean 9am to 5pm CET on a Business Day.

“Confidential Information” shall mean any information, whether disclosed in written, oral, electronic or any other form, that is identified as confidential or is of a nature that a reasonable person would consider confidential. This includes, but is not limited to, business plans, financial data, technical information, trade secrets, customer or supplier details, pricing, strategies, and any other non-public information relating to the disclosing Party or its affiliates. In the case of FORTO Confidential Information shall also include any and all software, code, inventions, algorithms, know-how, ideas, data and all business, or other technical and financial information provided by FORTO relating to the Services or incorporated in the FORTO Software.

“Customer” means the organization named as the Customer on the Order Form.

“Designated Entity” shall mean an Entity for whose benefit the Customer subscribes to the Services.

“Fee” means the amount payable by the Customer to FORTO in consideration for the Services, as stated in the Order Form or during signup on FORTO’s website.

“LumoDoc by FortoLabs Software” means the proprietary software developed by FORTO for AI-based document capture designed to extract structured data from documents (e.g., PDFs, images, spreadsheets) using intelligent classification and data extraction models.

“Forto Affiliates” means any enterprises affiliated with Forto Logistics SE & Co. KG pursuant to Section 15 et seq. of the German Stock Corporation Act (*Aktiengesetz - AktG*).

“Initial Term” means the initial term of the Agreement set out in the Order Form or during signup on the website provided by FORTO.

“Order Form” means a binding sales order form executed by the Customer and FORTO and incorporating the Agreement. In the event of any new or different terms in the Order Form, such new or

different terms shall supersede any inconsistent terms in these Terms, but only to the extent of such inconsistency.

"Renewal Term" means the renewal terms of the Agreement set out in the Order Form or during the signup on the website provided by FORTO.

"Services" means the use of the LumoDoc by FortoLabs Software provided as Software-as-a-Service solution and related cloud services for FORTO'S AI-based document capture solution, and the support services provided under this Agreement by FORTO.

"Term" means the period made up of the Initial Term and any Renewal Term.

"Trial Period" means a time-limited, non-renewing access to the Services for evaluation purposes as specified in the Order Form.

"User Account" means an account for an end-user who may use the FORTO technology with the access data provided to the end user.

1.2. The English language version of this Agreement shall prevail over any translation of this Agreement. However, wherever a German legal term or concept is used in this Agreement, such German legal term or concept (and not the English or other legal term or concept to which it relates) shall be authoritative for the construction and interpretation of this Agreement.

2. **Services provided by FORTO**

2.1. FORTO provides the Services exclusively to Customers and Designated Entities, which act as an entrepreneur, i.e., a person, legal entity or a partnership with legal personality who or which, when entering into the Agreement with FORTO, acts in exercise of their trade, business or profession, (b) a legal entity under public law or (c) a special fund under public law.

2.2. With respect to Designated Entities, which are not a party to this Agreement, but shall receive the Services provided under this Agreement, this Agreement is a contract for the benefit of third parties (*Vertrag zugunsten Dritter*).

2.3. FORTO makes the Services available on a best-efforts basis, i.e., efforts which are commercially reasonable and may be reasonably expected by the Customer in accordance with industry standards and the documentation (to the extent available and provided by FORTO). Unless set out otherwise in the Order Form, FORTO does neither guarantee 24/7/365 availability nor a specific availability but will use commercially reasonable efforts to ensure continuing availability of the Services. FORTO uses third parties to host the Services or parts thereof. The Services may thus depend on downtime caused by such third parties. The Customer acknowledges such third-party dependency and will not hold FORTO liable for damages due to unavailability of the Services caused by such third-party.

2.4. FORTO will provide the Services as cloud services and may utilize third-party hosting services (OpenAI, Oracle, Azure, AWS, or others) to make the Services available to the Customer.

2.5. FORTO will make commercially reasonable efforts to notify the Customer of any planned maintenance that might impact the availability of the Services.

2.6. FORTO shall be free to improve the Services, add new features to the Services and provide new features to the customer subject to additional payments in FORTO's discretion.

2.7. The number of User Accounts available to the Customer depends on the Customer's subscription as stated in the Order Form or during signup on FORTO's website. FORTO will use technically and commercially reasonable efforts to notify the Customer when the Customer has reached the maximum number of User Accounts and the Customer will have the option to purchase additional usage rights or upgrade the Customer's subscription. Without limiting the foregoing, to the extent the Customer sets up more User Accounts than agreed upon or otherwise exceeds the number of User Accounts agreed upon in the Order Form, the Customer shall pay additional fees for the number of User Accounts exceeding the contractual limit pro rata in the amount agreed upon in the Order Form.

2.8. FORTO will provide the Customer with a primary Admin Account for the use of the Services. The Customer may create additional Admin Accounts for additional administrators within the Customer's organization.

2.9. FORTO will make regular backups of the FORTO Software. Forto will store customer's files and data extractions in an isolated database and will delete the data after 180 days.

2.10. FORTO will provide standard support services to the Customer during Business Hours unless additional support services have been agreed upon in the Order Form. Any support service will be provided to the administrator(s) of the Customer only. FORTO will not provide end-user support.

2.11. FORTO will confirm receipt of the support service request and analyze it. The Customer shall provide all information to enable FORTO to analyze the issue. FORTO may refuse to provide a solution for the underlying issue if FORTO concludes that the issue does not relate to the LumoDoc Software but to the Customer's IT system, third party software which is not provided by FORTO, use of the Services not covered by this Agreement, or may be caused by an end-user device.

3. **Customer's Rights and Obligations; License and Use rights; Restrictions**

3.1. The Customer is responsible for making all arrangements necessary to have access to the Services and for procuring and maintaining all necessary equipment and network connections in order to use the Services.

3.2. The Customer may use the Services for the analysis and management of documents and the access of their employees and other end-users thereto to the extent described in the Order Form.

3.3. Subject to these Terms and payment of all applicable Fees, FORTO grants, during the Term, the Customer or the Designated Entity a personal, non-exclusive, limited, revocable license to use the Services to manage and access the User Accounts for document capture including management and processing of documents.

3.4. The Customer is responsible for safeguarding any password the Customer has set and used to access the Services and must prevent any unauthorized use of these details. The Customer agrees not to disclose the Customer's password to any other person. If the Customer believes an unauthorized person has access to the Services, the Customer must notify FORTO as soon as possible by e-mail to info@fortolabs.com. The Customer is responsible for all activities occurring under the Customers Admin Account(s).

3.5. The Customer is responsible for supporting end-users. If the Customer cannot fully support their end-users, the dedicated administrator of the Customer may request support services from FORTO.

3.6. Any support service request must be sent to info@fortolabs.com by the/an administrator of the Customer. Support service requests received from end-users will not be accepted and processed.

3.7. The Customer and the Designated Entities must not sell, transfer or sub-license the Customer's access to the Services. The Customer and the Designated Entities will not, and will not allow anyone else, to:

3.7.1. use the Services for any purpose that is unlawful or prohibited by these Terms;

3.7.2. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Services, as applicable, in any form of media or by any means;

3.7.3. use any robot, spider, site search or retrieval application, or any other device to copy, retrieve, archive or index any portion of the Services that requires authentication;

3.7.4. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;

3.7.5. access all or any part of the Services in order to build a product or service which competes with FORTO's Services or use or attempt to use the Services to directly compete with FORTO (including by reselling access to the Services);

3.7.6. use the Services in any manner that could interfere with any other party's use of the Services;

3.7.7. intentionally interfere with or damage the operation of the Services or any other user's enjoyment of the Services, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;

3.7.8. remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Services, features that prevent or restrict the use or copying of any content accessible through the Services, or features that enforce limitations on the use of the Services;

3.7.9. attempt to gain unauthorized access to the Services, or any part of the Services, other accounts, computer systems or networks connected to the Services, or any part thereof, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;

3.7.10. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services;

3.7.11. either modify the Services in any manner or form, or use modified versions of the Services, including (without limitation) for the purpose of obtaining unauthorized access to the Services; or

3.7.12. deep-link to the Services, and, the Customer shall promptly remove any links that FORTO finds objectionable at FORTO's sole discretion;

3.7.13. use any FORTO logos, graphics, or trademarks as part of the link without FORTO's express written consent.

3.8. At all times while using the Services, the Customer and Designated Entities:

3.8.1. must comply with all applicable laws, rules and regulations in connection with the use of the Services and the Agreement;

3.8.2. are responsible for any actions and omissions relating to the use of the Services by the Customer or the Designated Entity, and the Customer is responsible for any actions and omissions relating to the use of the Services by the Customer's as well as the Designated Entity's employees and agents;

3.8.3. are responsible for procuring and maintaining the Customer's and the Designated Entity's network connections in order to access the Service and ensuring that the network and systems comply with the relevant specifications provided by FORTO from time to time.

3.9. Without prejudice to the termination rights in Section 11, FORTO reserves the right to suspend the Services if the Customer or Designated Entities or user of the Admin Account or User Accounts use the Services in breach of this Agreement, causing immediate and ongoing harm to FORTO or Forto Affiliates and such suspension is necessary to preserve the security, integrity, or accessibility of the Services or the FORTO Software. In the extraordinary case that FORTO suspends the Services, FORTO shall immediately notify the Customer of the suspension, and the Parties shall diligently attempt to resolve the issue. FORTO shall not be liable to the Customer, a Designated Entity or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Services in accordance with this Section.

4. Fees and Payment Terms

4.1. The Customer is responsible for paying all Fees applicable to the Customer as agreed in the Order Form. Fees are due in advance for each calendar month or any other term specified in the Order Form as of the date the Customer signs up to the Services (unless otherwise specified in the Order Form). All Fees and applicable taxes will be due and payable by the Customer within fourteen (14) days after receipt by the Customer of the applicable invoice.

4.2. All Fees are exclusive of applicable sales tax, VAT, and any other applicable taxes, unless otherwise stated. The Customer may be charged, and is solely responsible for, all applicable taxes.

4.3. Fees do not accrue during a Trial Period unless explicitly stated in the Order Form.

4.4. If the Customer fails to pay any Fees when due and such failure continues for fourteen (14) days after written notice, FORTO may, without limiting its other rights and remedies, suspend the Services (in whole or in part) until all overdue amounts are paid in full. During any suspension, Fees shall continue to accrue in accordance with the Agreement. Upon the Customer's written request, during any suspension, FORTO will provide reasonable access for data export in a manner and timeframe consistent with FORTO's operational and security requirements.

4.5. FORTO will promptly reinstate the Services upon receipt of the outstanding amounts.

4.6. Overdue amounts shall accrue statutory default interest at the rate applicable under mandatory law from the due date until paid, plus any recoverable costs of collection to the extent permitted by law.

5. Intellectual Property Rights

5.1. The LumoDoc by FortoLabs Software is and shall remain the sole and exclusive property of FORTO. Any and all rights in and to the LumoDoc Software (including derivative works, updates, upgrades, and improvements), in particular, all intellectual and other property rights, are solely owned by FORTO. FORTO does not grant, and Customer does not obtain, any rights in the LumoDoc by FortoLabs Software other than those expressly granted according to Section 3.

5.2. Any data entered into the Services by the Customer may be stored and used by FORTO and FORTO's third-party providers engaged by FORTO to provide and improve the Services. Notwithstanding the

foregoing, FORTO agrees that the content of documents provided by the Customer shall not be used to train, re-train, or improve the artificial intelligence models or algorithms of FORTO or its third-party providers. Document content will be processed solely for the purpose of delivering the Services to the Customer. FORTO's right to use aggregated and anonymized metadata (which does not contain Customer's Confidential Information or Personal Data) for the purpose of improving the Services remains unaffected.

5.3. FORTO may, at its sole discretion, make available open source software of third parties that is embedded in or otherwise supplied with the FORTO Software. Customer's use of the open source software is subject to the applicable third party license terms and conditions. Customer may not access or use the open source software used by FORTO for providing the Services if Customer does not agree to the license terms of such third parties.

5.4. The names, trademarks, logos and other distinctive signs of FORTO for the LumoDoc by FortoLabs Software are owned and/or licensed by FORTO and legally protected by registered and unregistered rights. FORTO shall have the sole and exclusive right to protect and defend trademarks, at its own cost and expense.

6. Representations and Warranties

6.1. Each party represents and warrants to the other party that: (i) it has full power and authority to enter into the Agreement and to perform its respective obligations under the Agreement; and (ii) it has complied and will continue to comply with all applicable laws, rules and regulations in connection with the execution, delivery and performance of the Agreement.

6.2. FORTO warrants (*gewährleistet*) that the FORTO Software, when used as intended and in accordance with FORTO's instructions, will substantially conform to the specifications published or made available to the Customer by FORTO for the Term from the date the Customer is first permitted to access and use the Services. In the event of a breach of this warranty, FORTO may, at its sole discretion, either remedy the defect or (partially) refund the Fees paid by the Customer for the FORTO Software. The above provision does not apply to the extent that the FORTO Software: (i) does not conform with this warranty due to Customer's use of third-party software; and/or (ii) is used for an unintended purpose, is not used in accordance with published documentation or specifications, or is otherwise used in violation of these Terms and/or (iii) the customer fails to notify FORTO about the defect with undue delay. Other statutory warranty rights of Customer (e.g., rescission of the Agreement or claims for damages, if any) shall be excluded. The above warranty is FORTO's sole warranty. There are no other explicit or implied representations or warranties, and no guarantees.

6.3. The Customer is aware that the analysis, information and data provided through the LumoDoc by FortoLabs Software is based on AI algorithms and therefore only provides a calculation and approximation based on the data provided. The Customer acknowledges that the LumoDoc by FortoLabs Software may only provide such calculation by means of the AI based algorithms and the quality of the documents and data provided and will not hold the Customer liable for wrong results or calculations or any damage caused by such results, information or analysis.

7. Limitation of Liability

7.1. FORTO shall be liable for damages caused by intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*). In the event of a slightly or ordinarily negligent (*leichte oder einfache Fahrlässigkeit*) breach of a major obligation (*Hauptpflicht*) or an accessory obligation (*Nebenpflicht*), whose breach puts the achievement of the contractual purpose at risk or whose fulfilment is essential to the due and proper implementation of the Agreement and on whose fulfilment the Customer can reasonably rely (*Kardinalpflicht*), the liability of FORTO is limited to the damage foreseeable at the time of conclusion of the Agreement and characteristic for the Agreement (*vertragstypischer vorhersehbarer Schaden*).

7.2. FORTO is not liable for slightly negligent breaches of accessory obligations that are not essential obligations.

7.3. The limitation of liability under this Section applies accordingly to FORTO's liability (i) for reliance damages (*vergebliche Aufwendungen*) and (ii) in the event of initial impossibility if FORTO was unaware of the impediment to performance due to slight negligence. The above exclusions and limitations of liability shall not apply in the event of malicious concealment of defects or a guarantee as to quality, to the liability for claims under the Product Liability Act (*Produkthaftungsgesetz*), and to claims based on personal injuries (life, limb, or health). This shall not entail a reversal of the burden of proof to the Customer's disadvantage.

7.4. Any strict liability of FORTO for initial defects of the LumoDoc by FortoLabs Software or Services (§ 536a para. 1 BGB) is excluded.

7.5. If and to the extent the Services are provided to the Customer free of charge, FORTO's liability shall be limited to intent and gross negligence, unless the damage is caused by a fraudulently concealed defect (§§ 599, 600 BGB). FORTO assumes no further warranties or liabilities.

7.6. To the extent the liability of FORTO is excluded or limited, this shall also apply to the personal liability of FORTO's employees, members of staff, representatives, and vicarious agents.

7.7. To the extent FORTO is liable to the Customer for damages caused by slight negligence which are related to or in connection with this Agreement, the liability of FORTO will be limited to the total amount payable by Customer to FORTO hereunder for the twelve (12) month period prior to the date the cause of action first arose or payable after such date whatever amount is higher. FORTO's liability under compulsory statutory law remains unaffected by this maximum liability and is unlimited.

7.8. The Services consist solely of providing access to and making available the LumoDoc by FortoLabs Software as a Software-as-a-Service solution, including any integrations, configurations, interfaces, or related enablement. Regardless of the form, scope, or manner of provision, FORTO and Forto Affiliates do not provide legal or tax advice. Any results, analyses, outputs or other information generated by the Services do not constitute, and are not intended to constitute, legal or tax advice and shall not be relied upon as such. The Customer remains solely responsible for (i) the selection, supply and quality of documents and data processed via the Services, (ii) the interpretation, use and exploitation of information provided by the Services; and (iii) any decisions, actions and outcomes based on the use of the Services. FORTO assumes no responsibility or liability for the Customer's legal, tax or regulatory assessments, conclusions or decisions.

8. Indemnification

8.1. The Customer shall indemnify, defend and hold FORTO and its suppliers, partners, agents and contractors harmless from and against any and all losses, damages, claims, liabilities or expenses (including reasonable lawyer's fees and disbursements) arising out of a claim brought by a third party relating to: (i) the Customer's use of the Services (except to the extent caused by FORTO's gross negligence or willful misconduct) including, without limitation, any employment decisions, financial business, and commercial judgements, and acts or omissions made based on use of the Service; (ii) any breach of these Terms or any representations, warranties or covenants herein; or (iii) any violation of any applicable law, rule or regulation by the Customer or its personnel in connection with the Service.

8.2. FORTO shall indemnify, defend (or settle), and hold harmless the Customer from and against all claims, suits, liabilities losses, costs, damages, and expenses, including without limitation reasonable attorneys' fees or expenses, arising out of or related to any third party claim that alleges that the Services infringe any copyright, trade secret, patent or trademark, or any other intellectual property right of any third party brought against the Customer. The Customer shall provide FORTO with: (i) prompt written notice of such claim; (ii) control over the defense and settlement of such claim; and (iii) proper and full information and assistance to settle and/or defend any such claim.

8.3. If the Services are, or in FORTO 's reasonable opinion are likely to become, the subject of an infringement claim and/or an injunction as the result of an infringement, FORTO may, at its expense and option: (i) obtain the right for the Customer to continue to use the applicable services or Software; (ii) modify the applicable Services or LumoDoc Software to make it/them non-infringing, but substantially functionally equivalent; or (iii) in the event that neither (i) or (ii) are, in FORTO 's reasonable judgement, commercially reasonable options, terminate the Customer's right to use the applicable Service(s) and/or FORTO Software, and, at Customer's written request, terminate the Agreement and promptly refund to Customer any unused pre-paid Fees paid by the Customer to FORTO.

8.4. FORTO will have no obligation to the Customer under this Section 8 to the extent any infringement claims or resulting award is based upon or results from: (i) the Customer's use of Services in a country that is not a contracting state to the Patent Cooperation Treaty;(ii) the combination, operation, or use of the LumoDoc Software with any other products, services or equipment not provided by FORTO, where there would be no infringement claim but for such combination; (iii) use of the applicable Services other than in accordance with the terms and conditions of this Agreement; (iv) any third party open source software.

8.5. The foregoing provisions state the entire liability of FORTO, and the sole remedy of the Customer, with respect to any actual or alleged claim of infringement or misappropriation of the intellectual property of any third-party.

9. **Privacy and Data Security**

9.1. FORTO shall process any personal data in accordance with the applicable data protection laws, in particular the General Data Protection Regulation (EU) 2016/679 ("GDPR"). The Data Processing Agreement (DPA) ~~attached as~~ **Annex 2** ~~-~~ to this Agreement shall be an integral part of the Agreement and shall apply to all data processing activities carried out by FORTO on behalf of the Customer within the scope of Article 28 GDPR.

9.2. Customer shall remain solely responsible for the determination of purposes and means of processing of any personal data that it may expose in the context of using the Services. The Customer is solely responsible towards users to fulfil the obligations as a controller set out under the General Data Protection Regulation (GDPR).

9.3. FORTO shall only be liable for the deletion, correction, alteration, destruction, damage, loss, disclosure, or failure to store any of the Customer's data using FORTO's Services to the extent specified in Section 7 if the Customer backs up their data and individual settings at intervals appropriate to the application, at least once a day, in a suitable form, so that they can be restored with reasonable effort.

9.4. The Customer may not use the Services for any illegal or unauthorized purpose. The Customer is solely responsible for the Customer's conduct and any data that the Customer reveals in the context of the Services.

9.5. During the Term of this Agreement, FORTO may compile statistical information (i.e. metadata) related to the performance of the Services for purposes of improving the Services, provided that such information is aggregated, anonymized and does not identify Customer, its affiliates and/or employees.

10. **Confidentiality**

10.1. The Parties agree to keep strictly confidential all terms and conditions of this Agreement as well as any Confidential Information received from or relating to the other Party.

10.2. For the purposes of this Agreement, third parties shall mean any natural or legal person, or unincorporated entity, that has not been expressly authorised under this Agreement or by the disclosing Party to access or use Confidential Information.

10.3. Confidential Information may only be used for the performance of this Agreement and may only be disclosed to employees, contractors, advisors or Forto Affiliates who are bound by confidentiality obligations equivalent to those under this Agreement and if such disclosure is strictly necessary for the performance of this Agreement . Any other use or disclosure requires the prior written consent of the other Party.

10.4. Each Party shall apply the same degree of care to protect the other Party's Confidential Information as it applies to its own confidential information, and at minimum, reasonable care. The confidentiality obligations shall apply for the duration of this Agreement and shall survive its termination for two years.

10.5. The confidentiality obligations shall not apply to information that:

a) was publicly available at the time of disclosure or becomes publicly available through no breach of a confidentiality obligation;

b) is lawfully obtained by the receiving Party or its affiliates or representatives from a third party without breach of any confidentiality obligation to the disclosing Party;

c) was already known to the receiving Party or its affiliates or representatives prior to disclosure by the disclosing Party, without breach of any confidentiality obligation;

d) is developed independently by the receiving Party or its affiliates or representatives without use of or reference to the Confidential Information;

e) must be disclosed due to mandatory legal requirements, binding court orders, or official requests by governmental authorities. In such cases, the affected Party shall - as far as permitted by law - limit the disclosure to the extent strictly necessary and inform the other Party without undue delay.

10.6. Upon request by either Party, the other Party shall return or irreversibly destroy all Confidential Information and confirm such return or destruction in writing. One copy may be retained where legally

required, provided it is archived securely and remains subject to confidentiality obligations under this Agreement.

10.7. Any rights under the German Trade Secrets Act (Geschäftsgeheimnisgesetz – GeschGehG) or equivalent legislation in other jurisdictions shall remain in full force and effect and shall neither be limited nor otherwise modified by this Agreement.

11. **Term and Termination**

11.1. The term of the Agreement starts on the start date stated in the Order Form or, if no start date is provided, upon signature of the Order Form by the legal representatives of both parties and shall remain in force for the Initial Term. The Agreement shall automatically renew for subsequent Renewal Terms indefinitely, unless either party terminates the Agreement in writing upon a thirty (30) days' notice period before the end of the Initial Term or the respective Renewal Term, as applicable. The right to immediately terminate this Agreement for cause remains unaffected.

11.2. Upon termination of the Agreement for any reason, the Customer shall pay all Fees due at the time of termination, and all licenses granted by FORTO under these Terms shall immediately terminate and the Customers right to access and use the Services will end.

11.3. Any provisions which by their nature are intended to be valid indefinitely shall survive any termination of this Agreement, and shall all continue in full force, including the following provisions: Section 1 (Definitions), Section 4 (Fees and Payment Terms), Section 7 (Limitation of Liability), Section 8 (Indemnification), Section 5 (Intellectual Property Rights), Section 10 (Confidentiality), Section 12 (Assignment, Offsetting), Section 13 (Miscellaneous) and Section 14 (Governing Law and Jurisdiction) of these Terms.

11.4. Any notice of termination must be in writing.

11.5. Any Trial Period stated in the Order Form commences on the start date specified therein or, if no start date is provided, upon signature to the Order Form by the legal representatives of both parties and expires automatically on the last day of the Trial Period. Trial Periods do not constitute the Initial Term, are not subject to automatic renewal and end without further notice. Continued access to or use of the Services after expiry of the Trial Period requires execution of an Order Form for a paid subscription.

12. **Assignment, Offsetting,**

12.1. The rights and obligations under the Agreement are not assignable without the prior written consent of FORTO; any attempt to do so is null and void. FORTO may assign this Agreement or rights and obligations under this Agreement to Forto Affiliates.

12.2. The Customer shall have a right to offset against claims only if their counterclaim has been established by a final and binding decision or is undisputed. The same shall apply to the right of retention, the valid exercise of which shall further require that the counterclaim of the Customer must arise under the same contractual relationship.

13. **Corporate Compliance and Export Control Regulations**

13.1. Both Parties commit to carrying out their contractual duties and to acting in accordance with the legal regulations of their business. They also agree to support and obey the principles of the United Nations Global Compact (UNGC), the United Nations Declaration of Human Rights, and the 1998 Declaration on Fundamental Principles and Rights at Work from the International Labour Organization, in accordance with national laws and customs. In particular, both parties will commit to:

- Not using child or forced labour.
- Complying with relevant national laws and regulations regarding working hours, wages, and salaries, including paying the statutory minimum wage and fulfilling all other obligations for employers.
- Complying with current regulations on health and safety at work and providing a safe and healthy workplace to ensure the health of employees and to avoid accidents, injuries and work-related illness.
- Prohibit all discrimination based on race, religion, disability, age, sexual orientation, or sex.
- Complying with international standards on corruption, such as those published in UNGC, and to adhere to local anti-corruption and bribery laws.
- Adhering to all current environmental protection laws and regulations.
- Engaging its business partners and subcontractors in accordance with these principles.

13.2. The Parties agree that the import, export and re-export of goods and the provision of related services may be subject to laws and other regulations validly adopted by competent authorities (referred to as "Export Control Regulations"), particularly EU and UN export control directives and regulations. Each Party represents and warrants that, in the performance of its obligations under the contract, it complies and will continue to comply with all applicable Export Control Regulations, including anti-boycott provisions, sanctions requirements, and sanctions list screening. The Customer is solely responsible for determining whether the goods are subject to Export Control Regulations and for obtaining all necessary licences, approvals, permits and exemptions. The Customer must provide the Freight Forwarder with all relevant information reasonably requested to check compliance with Export Control Regulations before the services are provided. The Customer will indemnify the Freight Forwarder against any damage arising from any breach of the aforementioned warranties and obligations.

14. Miscellaneous

14.1. The Agreement, including its annexes, is the complete and exclusive statement of FORTO‘s and the Customer’s mutual understanding of the subject matter of this Agreement and supersedes all prior written and oral agreements and communications relating to the subject matter of this Agreement.

14.2. Notices under the Agreement must be sent to legal.ger@forto.com. FORTO may give notice to the Customer at an e-mail or postal address the Customer provides to FORTO, by posting a notice on the Customer’s primary Admin Account, or in any other way FORTO deem appropriate. The Customer agrees that all agreements, notices, disclosures, and other communications that FORTO provide to the Customer electronically satisfy any legal requirement that such communications be in writing. Notice will be deemed served and received immediately (i) when posted on the Services; (ii) when sent via email or on the next business day at 9am recipient’s time if email was sent outside of usual business hours; or (iii) three days after posting a letter.

14.3. Amendments to the Agreement require the unanimous consent of both FORTO and the Customer in written form. Notwithstanding the foregoing, FORTO reserves the right to change these Terms (including the applicable fees) at any time with effect for the future, provided that this does not place an unreasonable burden on the Customer, in particular in order to, (i) adapt the terms to applicable or newly adopted legal or administrative regulations, (ii) adapt the terms to a decision of a court, an authority for data protection or another competent authority concerning the content of the Services, (iii) reflect changes and developments, improvements and new features of the Services and the way FORTO does business, or (iv) reflect changes in market conditions or industry practice. FORTO will notify the Customer of the changed Terms fifteen (15) days prior to their entry into force in the case of insignificant changes, and four (4) weeks prior to their entry into force in the case of significant changes (e.g. changes that impose additional obligations on users or changes that affect the main functionalities of the Services). Insignificant changes to the Terms shall be deemed accepted by the Customer if the Customer does not object to the amended Terms before the day on which the changes come into force. In this case, FORTO will inform the Customer of the significance of his silence with the notification of the change. In the event of material changes, FORTO will ask the Customer to agree to the changes. FORTO reserves the right to terminate the Agreement with 30 days written notice if the customer does not agree to the material changes proposed by FORTO.

14.4. FORTO welcomes comments, suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by the Customer or any other party relating to the Services from the Customer’s. Customer agrees to assign and hereby assigns to FORTO and FORTO accepts all rights, title and interest in and to such feedback and agrees that FORTO may freely utilize such feedback without compensation or attribution to the Customer.

14.5. The Customer grants FORTO the right to use the Customer’s company name and logo as a reference for marketing or promotional purposes on FORTO’s website and in other public or private communications, subject to the Customer’s standard trademark usage guidelines as provided to FORTO from time to time.

15. Governing Law and Jurisdiction

These Terms of Service are governed by and construed in accordance with German law without giving effect to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. Each party submits to the exclusive jurisdiction of the courts in Berlin, Germany.