



General Terms and Conditions (T&C)

Supplementary Terms and Conditions for Quotations and Services (B2B)

DANIEL KARKOSCH

Services for Businesses (B2B)

Provider / User: DK-CONLATE

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GENERAL TERMS AND CONDITIONS

Supplementary Terms and Conditions for Quotations and Services (B2B)

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Classification	PUBLIC (provided to customers before contract conclusion)
Governing Law	Federal Republic of Germany

These T&C supplement the EULA. The Model is governed exclusively by the EULA (see Section 1).

Provider

PROVIDER / USER	CUSTOMER / CLIENT
Daniel Karkosch Sole trader operating under the business name DK-CONLATE Zum Jahnsportplatz 21 D-42553 Velbert, Germany Email: info@dk-conlate.com www.dk-conlate.com	As identified in the Quotation, order or order confirmation (entrepreneur within the meaning of Section 14 BGB).

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Glossary of Terms

T&C	these General Terms and Conditions in the version applicable when the Engagement is placed
DK-CONLATE	Daniel Karkosch, sole trader operating under the business name DK-CONLATE, at the service address in Section 14
Customer	the natural person or legal entity acting in the course of a business or professional activity (entrepreneur within the meaning of Section 14 BGB), and public-sector organizations, that commission Services from DK-CONLATE
Services	all services offered by DK-CONLATE, in particular consulting, coaching, workshops, training, support with introduction and adaptation, interpretation support and chargeable support, in each case including related ancillary services; the delivery of the Model, cure under Section 17 of the EULA and the renewed provision of the download link under Section 21 of the EULA are not Services
Quotation	a quotation submitted by DK-CONLATE in text form, stating a quotation number and validity date
Engagement	the contract for Services concluded under Section 2 on the basis of a Quotation, an order or an order confirmation
Work Product	the reports, presentations, analyses, minutes, training materials and other documents created for the Customer in the course of the Services; the Model is not included
Model	the DK-CONLATE Maturity Model in the ordered Edition, consisting of the macro-enabled Microsoft Excel workbook and the associated materials
EULA	DK-CONLATE's End User License Agreement for the Model in the version applicable to the relevant order
Confidential Information	all non-public technical, commercial, contractual or organizational information identified as confidential or whose confidential nature should reasonably be apparent; for DK-CONLATE in particular the Model, the methodology, the scoring logic, formulas and VBA procedures
Text Form	text form within the meaning of Section 126b BGB; an email is sufficient
Working Day	Monday to Friday, excluding public holidays in North Rhine-Westphalia

1. Scope, Business Customers and Relationship to the EULA

1.1 These T&C apply to all Quotations of DK-CONLATE and to all Engagements for Services. They also apply where Services are offered or ordered together with the Model, for example in a Quotation covering a license and online coaching.

1.2 The purchase, licensing, delivery, use and transfer of the Model, the rights and liability in respect of defects of the Model, refunds for the Model and all rights in the Model are governed exclusively by the EULA. To the extent these T&C and the EULA concern the same Model, the EULA prevails. Orders placed through the checkout on the DK-CONLATE website that concern only the Model are governed by the EULA alone; these T&C then do not form part of the contract.

1.3 Services are governed exclusively by these T&C, even where they are performed in connection with the Model. The license to the Model does not include Services; Services are owed only to the extent agreed in a Quotation, an order confirmation or another agreement in text form. Services within the meaning of these T&C also include support, coaching and consulting services provided in connection with the Model; Section 22 of the EULA also refers to these T&C in this respect.

1.4 Quotations and Services of DK-CONLATE are directed exclusively at Customers acting in the course of a business or professional activity. The Customer confirms this when accepting the Quotation or placing the Engagement. If it emerges that an Engagement was concluded as a consumer contrary to this confirmation, DK-CONLATE may end the Engagement with immediate effect in text form; fees already paid for Services not yet performed will be refunded. Mandatory consumer rights, where they nevertheless apply, remain unaffected.

1.5 General terms and conditions of the Customer, including purchasing and supplier terms, do not apply, even if DK-CONLATE does not expressly object to them or performs Services without reservation.

1.6 In the event of conflict, individually negotiated agreements confirmed by both parties in text form prevail (Section 305b BGB). Thereafter, the individual provisions expressly agreed in the Quotation or the order confirmation (in particular on scope of Services, price and dates) prevail over these T&C; pre-formulated standard texts in quotation, order or invoice documents do not prevail over these T&C. For the Model, Section 1.2 applies in addition. Mandatory law remains unaffected.

1.7 These T&C apply in the version in force when the Engagement is placed. Within an ongoing business relationship they also apply to future Engagements of the same kind, provided that DK-CONLATE referred to them when the Engagement was placed. DK-CONLATE may amend these T&C for future Engagements; Engagements already concluded remain unaffected.

1.8 These T&C are made available to the Customer before conclusion of the contract, as a rule together with the Quotation, in a form that can be retrieved, stored and reproduced (PDF). By accepting the Quotation or placing the Engagement, the Customer declares that it has taken note of them and accepts them. The Customer may at any time request that they be sent again in text form. Where the Model is offered together with Services, DK-CONLATE shall also provide the EULA to the Customer before conclusion of the contract.

1.9 The license to the Model (EULA) and the Services (these T&C) are legally independent contracts, even where they are combined in a joint Quotation, a joint order confirmation or a joint invoice. Defects, disruptions, termination, withdrawal or other ending of one contract do not affect the other, unless the parties have expressly agreed otherwise in text form or mandatory law provides otherwise. Section 11.5 remains unaffected.

2. Quotations and Conclusion of Contract

2.1 Quotations of DK-CONLATE are binding until the date stated in the Quotation ("Valid until"); if no date is stated, a binding period of 30 days from the Quotation date applies. Presentations on the website, in brochures, price lists, sales materials and presentations are non-binding and do not constitute Quotations.

2.2 An Engagement is concluded:

by acceptance of the Quotation in text form within the binding period; an email is sufficient, where applicable using the attached acceptance form;

by order confirmation of DK-CONLATE in text form in response to an order from the Customer; or

by DK-CONLATE commencing the Services at the Customer's request.

2.3 The Customer shall ensure that the person who accepts the Quotation or places the Engagement is authorized to represent the Customer.

2.4 Discounts and special conditions apply exclusively to the relevant Quotation and do not create any entitlement for future Quotations or Engagements.

2.5 DK-CONLATE may correct obvious typing, calculation and transcription errors in Quotations, order confirmations and invoices. DK-CONLATE's statutory rights of rescission remain unaffected.

2.6 DK-CONLATE reserves all ownership and copyright rights in Quotations, concepts, calculations, presentations and other documents of DK-CONLATE. They are Confidential Information, may be used solely to evaluate the Quotation and must not be made accessible to third parties. If no Engagement is concluded, they shall be returned or deleted upon request.

3. Nature and Scope of the Services

3.1 DK-CONLATE provides the Services as services within the meaning of Sections 611 et seq. BGB. What is owed is the careful and professional performance of the agreed activity, not a particular economic or other result. Coaching, consulting, workshops, training and support are services; reports, analyses, presentations and other Work Product document the Service performed and do not, in themselves, create an obligation to achieve a result. A contract for work (Sections 631 et seq. BGB) is concluded only where the Quotation or the order confirmation expressly states that a specific Work Product is owed as a result.

3.2 DK-CONLATE performs the Services as an independent entrepreneur. DK-CONLATE determines the manner, time and place of performance within the agreed Services on its own responsibility, uses its own work equipment and is not integrated into the Customer's business organization. The Customer does not issue employment-law instructions. No employment relationship or temporary agency work is created.

3.3 The Services and the Work Product do not constitute legal, tax, financial, investment, regulatory or compliance advice, an internal or external audit, certification, accreditation or assurance, or confirmation of compliance with any law, standard or framework. The Customer shall obtain its own professional advice where required. Legal services within the meaning of the German Legal Services Act (RDG) are not provided.

3.4 Economic results, in particular savings, return on investment (ROI), efficiency gains or a particular maturity level, are not promised unless expressly agreed as a guarantee in text form. Statements in consulting, coaching, workshops and Work Product are professional assessments and recommendations; the Customer decides on their implementation on its own responsibility.



3.5 DK-CONLATE may use third parties as subcontractors, provided they are bound to confidentiality; DK-CONLATE remains responsible to the Customer. DK-CONLATE may use AI-assisted tools but shall not submit Confidential Information or personal data of the Customer to an external AI-assisted service without an appropriate legal basis, suitable safeguards and any Customer authorization required. The use of such tools does not change DK-CONLATE's responsibility for the agreed Services.

3.6 Services are performed online (remotely) as a rule, in particular by video conference, screen sharing, telephone, email or chat (Online Services). Services at the Customer's premises or at another location (On-Site Services) are performed only if expressly agreed in the Quotation, the order confirmation or another agreement in text form. They are available at any time upon such agreement but, absent it, give the Customer no entitlement. For Online Services, DK-CONLATE selects suitable communication tools; the Customer provides the required access. For On-Site Services, the Customer shall communicate security and access rules in good time.

3.7 The Services are not provided on an exclusive basis. DK-CONLATE may also work for other clients, including competitors of the Customer, provided that the Customer's Confidential Information is protected. A duty of personal performance exists only where expressly agreed.

3.8 The Customer shall comply with all export-control, foreign-trade and sanctions laws applicable to it and the Services, in particular those of the European Union and the Federal Republic of Germany, and confirms that neither it nor any person attributable to it (in particular a person who directly or indirectly holds or controls it) is listed on any applicable sanctions list and that the Services will not be used for prohibited purposes or end uses. DK-CONLATE may suspend the Services or terminate the Engagement in text form where necessary to comply with such laws; DK-CONLATE is not liable for any resulting delay or non-performance. Refunds and other payments are made only to the extent permitted under such laws. Section 11.3 applies accordingly.

3.9 The following applies in addition to On-Site Services: The Customer shall provide, in good time at the agreed location, a suitable workplace, the required access and the required technology, shall brief DK-CONLATE before the start on the applicable safety, access and house rules and shall ensure the safety of its premises. Travel time and travel expenses are governed by Section 6.3. By agreement with the Customer, On-Site Services may be performed wholly or partly online, in particular in the event of travel obstacles or an impediment under Section 5.5. The address of DK-CONLATE under Section 14 is not a visitor or customer-service location; appointments there take place only by prior agreement in text form.

3.10 Unless otherwise agreed, support is provided online on Working Days during normal business hours; requests shall be submitted through the contact channels stated in Section 14. Binding response, handling or restoration times (service levels), availability outside business hours, standby service or any particular availability are owed only if expressly agreed in the Quotation or another agreement in text form; otherwise, DK-CONLATE handles requests within a reasonable period.

4. Customer Cooperation

4.1 The Customer shall provide DK-CONLATE, in good time, completely and free of charge, with all information, documents, access and, for On-Site Services, premises required for the Services and shall name a contact person who can make decisions and give approvals in text form.

4.2 The Customer is responsible for the accuracy, completeness and lawfulness of the information and data it provides. DK-CONLATE is not obliged to verify them unless their inaccuracy is obvious.

4.3 The Customer holds the rights and legal bases required to provide data and documents for the Services. It shall not provide personal data that is not necessary for the Services, or special categories of personal data, without first agreeing this with DK-CONLATE in text form.

4.4 If the Customer does not fulfil its cooperation duties, or does not do so in good time or completely, agreed dates are postponed appropriately. Additional effort resulting from this is remunerated under Section 6. DK-CONLATE's statutory claims in respect of default of acceptance remain unaffected.

4.5 Audio, image and video recordings of online sessions, workshops and training sessions, as well as screen recordings, are permitted only with the prior express consent of all participants in text form. Training and workshop materials and content that reveals the Model or its methodology must not be recorded or made accessible to third parties.

4.6 In the case of remote access, screen sharing or file transfer, the Customer shall ensure that it is authorized to grant access and that a current backup of the affected systems and files exists before work begins. DK-CONLATE accesses the Customer's systems or files only upon express release and only within the scope of the Engagement.

4.7 In the case of Online Services, the Customer shall ensure on its side the required technical prerequisites, in particular a sufficient internet connection, suitable end devices, the required permissions and approvals from its IT and the timely participation of the named persons. Where the Customer wishes to use its own platform, it shall provide access in good time; the usage and security requirements of that platform are the Customer's responsibility. DK-CONLATE is not responsible for disruptions in the Customer's sphere of responsibility, on the internet or at third-party services, in particular communication and video-conferencing services, unless DK-CONLATE acted culpably in selecting or using those services. Where an agreed online session cannot be held, or can be held only to a limited extent, for reasons for which DK-CONLATE is not responsible, DK-CONLATE shall offer a replacement date. Where the cause lies within the Customer's sphere of responsibility and DK-CONLATE was available and ready to perform at the agreed time, Section 6.4 applies accordingly.

4.8 DK-CONLATE uses transmission channels for the exchange of files and Confidential Information that are appropriate to the respective need for protection and to the state of the art. Where the Customer indicates an increased need for protection, the parties shall agree the transmission channel in advance in text form. Where the Customer transmits data by other means, in particular unencrypted by email, it is responsible for this; Section 8.4 remains unaffected.

5. Dates and Changes to Services

5.1 Dates and deadlines are binding only where DK-CONLATE has expressly designated them as binding in text form. Otherwise they are indicative.

5.2 Impediments originating in the Customer's sphere of responsibility and events of force majeure under Section 12 extend deadlines and postpone dates appropriately. The Customer's rights in the event of default are otherwise governed by statutory law and Section 10.

5.3 The Customer may request changes to the scope of the Services in text form. DK-CONLATE shall review the request within a reasonable period and communicate the effects on remuneration and dates. A change becomes effective only when both parties have confirmed it in text form; the Customer has no entitlement to acceptance of a change request.

5.4 Partial performance is permitted where reasonable for the Customer.

5.5 Where DK-CONLATE is prevented from performing the Services on an agreed date for reasons for which DK-CONLATE is not responsible, in particular illness, accident or force majeure (Section 12), DK-CONLATE shall inform the Customer without undue delay and offer a replacement date. If no

replacement date is offered within 30 days, the Customer may terminate the affected Service in text form; fees already paid for Services not performed will be refunded. Further claims of the Customer arising from the impediment are excluded to the extent DK-CONLATE is not responsible for it; Section 10 remains unaffected.

6. Fees, Expenses and Payment

6.1 The remuneration is set out in the Quotation. Where no remuneration is agreed, Services are charged on a time-and-materials basis at EUR 350 per hour, billed in units of 15 minutes (EUR 87.50 each); units begun are charged in full. An initial assessment of an email inquiry of up to 15 minutes is free of charge. Upon request, DK-CONLATE shall document the time spent by means of an activity overview stating date, duration and nature of the activity.

6.2 Effort estimates and cost estimates are non-binding unless expressly designated as a fixed price. If it becomes apparent that the estimated effort will be exceeded by more than 20 percent, DK-CONLATE shall inform the Customer without undue delay. Chargeable work commences only after the Customer's prior approval in text form.

6.3 For On-Site Services, travel time is billed at fifty percent of the agreed hourly rate. Travel expenses, accommodation and other out-of-pocket expenses are reimbursed at actual cost against documentation; where the expected amount exceeds EUR 250 per engagement, the Customer's prior approval in text form is required. Online Services do not give rise to travel time or travel expenses.

6.4 Where the Customer cancels or postpones a scheduled engagement for Online Services or On-Site Services less than five Working Days before the agreed date, DK-CONLATE may invoice fifty percent of the agreed fee for the reserved capacity; where the cancellation or postponement occurs less than two Working Days before, one hundred percent. The same applies where the Customer fails to appear for, or cannot be reached at, an agreed date. Expenses already irrevocably incurred are reimbursed in addition. The Customer may prove that no or substantially lower damage has been incurred by DK-CONLATE or that DK-CONLATE has saved expenses or used the capacity elsewhere.

6.5 All prices are net prices. DK-CONLATE currently applies the small-business regulation under Section 19 UStG; no value added tax is shown or charged. Should DK-CONLATE cease to qualify for that regulation, or should the applicable tax treatment change by law, statutory value added tax applies in addition from the date the change takes effect. Taxes, duties and charges incurred abroad, including any withholding taxes, are borne by the Customer and do not entitle it to any deduction from the remuneration.

6.6 DK-CONLATE invoices Services after performance or, for longer-running Services, monthly, and may issue reasonable interim invoices for the progress achieved. For workshops, training and On-Site Services with an expected total fee exceeding EUR 1,500, DK-CONLATE may require a down payment of up to 50 percent before the Services begin. Invoices are transmitted electronically, for example as a PDF by email; the Customer consents to electronic invoicing. Where DK-CONLATE is legally required to issue electronic invoices in a structured format, invoicing is made in that format.

6.7 Invoices are payable in EUR within 14 calendar days from the invoice date without deduction. The Customer is in default upon expiry of the payment period without any further reminder (Section 286(2) BGB). In the event of default, DK-CONLATE may claim statutory default interest at nine percentage points above the applicable base interest rate and the statutory EUR 40 lump sum under Section 288(5) BGB. Additional reminder or recovery costs may be claimed only to the extent actually incurred, legally recoverable and not already compensated by the statutory lump sum. This also applies to the fee for the Model where it is invoiced together with Services; Section 19 of the EULA remains unaffected.



6.8 The Customer may set off only claims that are undisputed, finally adjudicated or expressly accepted by DK-CONLATE. A right of retention of the Customer exists only on the basis of the same contractual relationship. A payment dispute does not release the Customer from paying undisputed amounts when due.

6.9 If the Customer is in default of payment, DK-CONLATE may, after notice in text form and expiry of a reasonable grace period of at least seven days, suspend further Services and withhold Work Product until full payment, unless mandatory law provides otherwise. DK-CONLATE's further rights remain unaffected.

7. Rights of Use and Intellectual Property

7.1 After full payment, DK-CONLATE grants the Customer a simple, non-exclusive, non-transferable, non-sublicensable and perpetual right to use the Work Product for the Customer's internal purposes. Disclosure to third parties requires DK-CONLATE's prior consent in text form; excepted are the Customer's employees, governing bodies, auditors and advisers bound to confidentiality who need the Work Product for the Customer's internal purposes.

7.2 The Model, the methodology, the scoring logic, formulas, VBA procedures, templates, frameworks, know-how and all other pre-existing or generally usable components remain exclusively with DK-CONLATE. The Customer obtains no rights in them, even if they are contained or reflected in Work Product, and has no claim to the release of formulas, source code, calculation logic or working materials. Use of the Model is governed by the EULA.

7.3 As between the parties, the Customer's data and customer-specific content remain with the Customer. DK-CONLATE may use them only to perform the agreed Services and to comply with legal obligations.

7.4 DK-CONLATE may continue to use general knowledge and experience gained in the course of the Services, provided no Confidential Information of the Customer is disclosed and no conclusion as to the Customer can be drawn.

7.5 If the Customer publishes Work Product outside its organization, it must not create the impression that DK-CONLATE has certified, audited or endorsed the content and must not disclose any Confidential Information of DK-CONLATE. The names, logos and trademarks of DK-CONLATE may be used only with prior consent in text form, except for a purely factual statement identifying the Services provided.

7.6 The Customer shall not extract or replicate the methodology, scoring logic, formulas, assessment criteria and structure of the Model from the Services, training and workshop content or Work Product, or use them to develop, support or market a substantially derived competing product or service. Independent development without use of the Model or DK-CONLATE's Confidential Information is not prohibited. Mandatory statutory rights remain unaffected.

8. Confidentiality and Data Protection

8.1 Each party shall use the other party's Confidential Information solely to perform the Engagement and shall protect it with at least reasonable care. Access shall be limited to persons who need the information for that purpose and are bound by appropriate confidentiality obligations.

8.2 The confidentiality obligation does not apply to information that the receiving party can demonstrate was lawfully known without restriction, became public without breach of these T&C, was lawfully received from a third party without confidentiality obligation, or was independently developed without use of the other party's Confidential Information. Disclosure required by law is permitted to the



minimum extent necessary; the disclosing party shall, where legally permitted, be informed in advance. Trade secrets remain protected for as long as they qualify as trade secrets; other Confidential Information remains protected for five years after the Engagement ends. On request, the parties shall return or delete Confidential Information after termination to the extent reasonably possible and not prevented by retention obligations or established backup cycles.

8.3 Where the parties have concluded a separate mutual non-disclosure agreement (Mutual NDA), it prevails over Sections 8.1 and 8.2 to the extent it contains different provisions. The protection of the Model and the methodology under Section 7.2, Section 7.6 and the EULA remains unaffected.

8.4 Each party shall comply with applicable data-protection law. DK-CONLATE processes personal data of the Customer's contact persons as controller to prepare, perform and invoice the Engagement; details are set out in DK-CONLATE's privacy notice. Where DK-CONLATE is to process personal data solely on behalf of and on documented instructions of the Customer, the parties shall conclude an agreement meeting Article 28 GDPR before processing begins. Without such an agreement, DK-CONLATE shall not commence the affected Service and shall request the Customer to remove or anonymize the personal data before submission; DK-CONLATE is not responsible for any resulting delay.

8.5 DK-CONLATE may use the Customer's name, logo or project information for marketing or reference purposes only with the Customer's prior consent in text form.

8.6 Confidential Information of DK-CONLATE, in particular methodology, scoring logic and training content, may constitute trade secrets within the meaning of the German Trade Secrets Act (GeschGehG). The Customer shall take reasonable confidentiality measures, observe confidentiality markings and ensure that the persons it involves are bound accordingly. The parties agree that observing, studying, reverse engineering or testing the content of Services, training materials and the Model in order to discover such trade secrets is excluded as between the parties (Section 3(1) no. 2 lit. b GeschGehG), unless mandatory statutory rights provide otherwise. The obligations under Sections 7 and 8 constitute reasonable confidentiality measures within the meaning of Section 2 no. 1 lit. b GeschGehG.

9. Defective Performance and Remedies

9.1 If DK-CONLATE has not performed a Service in accordance with the contract, the Customer shall notify this in text form without undue delay and in any event within 14 days after performance of the Service or after becoming aware, with a comprehensible description. DK-CONLATE shall be given the opportunity to remedy the performance by re-performance or correction within a reasonable period. Cure is deemed to have failed after two unsuccessful attempts, unless the nature of the Service or other circumstances require otherwise.

9.2 A late notice does not result in the loss of the Customer's statutory rights. However, DK-CONLATE is not responsible for damage and additional expense that could have been avoided by timely notice (Section 254 BGB).

9.3 After a reasonable period for cure has expired without success, the Customer is entitled to the statutory rights, in particular termination for good cause and, under a contract for work, withdrawal and price reduction, as well as damages in accordance with Section 10.

9.4 Where, exceptionally, a contract for work has been agreed, the Customer shall accept the Work Product within ten Working Days after notice of completion. Acceptance is deemed given if the Customer does not notify material defects in text form within that period, provided DK-CONLATE



referred to this consequence in the notice of completion. Immaterial defects do not entitle the Customer to refuse acceptance.

9.5 A Service is not non-conforming merely because an expected economic result does not materialize, the Customer does not implement, or does not fully implement, recommendations, or the Service is based on incorrect or incomplete information from the Customer.

9.6 Claims of the Customer arising from Services not performed in accordance with the contract become time-barred one year after the statutory commencement of the limitation period. The statutory limitation periods continue to apply to claims based on intentional misconduct or gross negligence, injury to life, body or health, fraudulent concealment of a defect, an expressly assumed guarantee, claims under the German Product Liability Act and any other claim for which a shortened limitation period is not permitted.

10. Liability

10.1 DK-CONLATE is liable without limitation for damage caused by intentional misconduct or gross negligence, for injury to life, body or health, for liability arising from an expressly assumed guarantee, for fraudulent concealment, under the German Product Liability Act and for any other liability that cannot legally be excluded or limited. Nothing in these T&C excludes or limits liability to the extent that this is not permitted under mandatory law.

10.2 In cases of slight negligence, DK-CONLATE is liable only for the breach of a material contractual obligation (cardinal obligation). Material contractual obligations are obligations whose performance is what makes proper performance of the Engagement possible in the first place and on whose fulfillment the Customer may ordinarily rely. In such cases, liability is limited to the foreseeable damage typical for this type of contract. Independently of this, liability is limited to a maximum of EUR 25,000 per damage event. Several losses arising from the same cause count as one damage event; the maximum amount is not multiplied by the number of claims. Otherwise, liability for damage caused by slight negligence is excluded.

10.3 Indirect, incidental and consequential damage, in particular loss of profit, loss of revenue, loss of opportunity, business interruption, loss of savings and the costs of substitute services, is compensated by DK-CONLATE, subject to Section 10.1, only within the scope of Section 10.2, that is, only to the extent that it was foreseeable at the time of contract conclusion as a typical consequence of the breach of a material contractual obligation. Punitive damages are not owed.

10.4 Where DK-CONLATE is liable for loss of data, liability is limited, subject to Section 10.1, to the restoration effort that would have arisen if the Customer had maintained proper, regularly tested backups.

10.5 The Customer remains responsible for all decisions and measures it takes on the basis of the Services and the Work Product. It shall appropriately review and validate recommendations and results before use. Contributory fault of the Customer is taken into account under Section 254 BGB.

10.6 Where a damage event concerns both the Model (liability under Section 18 of the EULA) and Services (this Section), DK-CONLATE's total liability per damage event shall not exceed EUR 25,000; the maximum amounts under Section 18.4 of the EULA and under Section 10.2 are not added together; to the extent the damage is attributable to the Model, the maximum amount under Section 18.4 of the EULA (the license fee for the Edition concerned) applies within this total maximum amount. Support, coaching and consulting Services are governed exclusively by this Section 10; the maximum amounts under Section 18.4 of the EULA do not apply to them. A different maximum amount expressly stated in an individual agreement in the Quotation prevails.



10.7 The Services and Work Product are intended exclusively for the Customer and its internal purposes. Third parties, in particular affiliates, shareholders, lenders, investors, insurers and clients of the Customer, must not rely on them. No contract with protective effect in favor of third parties is created; third parties acquire no claims against DK-CONLATE under the Engagement.

10.8 The Customer shall indemnify DK-CONLATE against claims of third parties, including reasonable costs of legal defense, that arise from the Customer having provided data or documents without the required rights (Section 4.3) or having disclosed or published Work Product in breach of Section 7, to the extent the Customer is responsible for the breach of duty. DK-CONLATE shall inform the Customer without undue delay, shall not acknowledge claims without consultation and shall give the Customer a reasonable opportunity to defend them.

10.9 The limitations and exclusions of liability in this Section also apply for the benefit of DK-CONLATE's employees, vicarious agents and subcontractors and to their personal liability.

11. Term and Termination

11.1 Engagements for individual, specific Services end upon their complete performance. Either party may terminate Engagements for ongoing Services without a fixed term by giving 30 days' notice in text form to the end of a calendar month. The right of free termination under Section 627 BGB is excluded to the extent legally permissible; Section 628 BGB remains unaffected.

11.2 The right to terminate for good cause remains unaffected (Section 314 BGB). Good cause for DK-CONLATE exists in particular where the Customer, despite reminder and a reasonable grace period, fails to make payments when due or materially breaches Section 8 or Section 7. Before termination for breach of duty, a reasonable cure period shall be set where required by law.

11.3 Upon termination, the Customer shall remunerate the Services performed up to that point and the expenses already incurred that can no longer be cancelled; Section 628 BGB remains unaffected. Documents of the other party are returned or deleted in accordance with Section 8.2.

11.4 Termination of an Engagement does not affect a fully paid license to the Model acquired under the EULA.

11.5 Where DK-CONLATE terminates the EULA for a material breach by the Customer under Section 24 of the EULA, DK-CONLATE may also terminate ongoing Engagements for Services relating to the Model for good cause in text form; Sections 11.2 and 11.3 apply accordingly. In all other respects, the EULA remains unaffected by the termination of an Engagement (Section 11.4).

12. Force Majeure

12.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, except for payment obligations already due. The affected party shall inform the other party without undue delay and take reasonable steps to mitigate the effects. Events beyond reasonable control include, in particular, natural events, pandemics, strikes, official measures, failures of power, communication networks and third-party services, and cyber-attacks that succeed despite appropriate security measures.

12.2 If such an event continues for more than sixty consecutive days and materially prevents an outstanding Service, either party may terminate the affected Service in text form. Payment obligations already due and rights relating to a license already delivered under the EULA remain unaffected.

13. Final Provisions

13.1 These T&C and all contractual and non-contractual claims arising out of or in connection with them or an Engagement are governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2 To the extent the parties can validly agree on a place of jurisdiction under Section 38 of the German Code of Civil Procedure (ZPO) or Article 25 of Regulation (EU) No 1215/2012, the exclusive place of jurisdiction for all disputes arising out of or in connection with these T&C or an Engagement is Velbert, Germany. The court having subject-matter jurisdiction under applicable procedural law shall have jurisdiction. Mandatory statutory and exclusive places of jurisdiction remain unaffected.

13.3 The Customer may not assign or transfer rights and obligations under an Engagement without DK-CONLATE's prior consent in text form; Section 354a HGB remains unaffected. DK-CONLATE may transfer the Engagement to a legal successor in connection with a transfer of the relevant business, provided that the Customer's contractual position is not materially impaired.

13.4 Amendments and supplements to an Engagement, as well as declarations and notices under these T&C, must be made in text form unless a stricter form is required by law. The priority of individually agreed arrangements (Section 305b BGB) remains unaffected. Failure or delay in exercising a right does not constitute a waiver. Where these T&C require "written" form, text form is sufficient (Section 126b BGB).

13.5 If any provision of these T&C is wholly or partly invalid or unenforceable, the remaining provisions remain unaffected. The statutory provisions apply in place of the invalid or unenforceable provision. Limitations of liability, maximum amounts and shortened limitation periods in these T&C are each independent and severable provisions.

13.6 For Customers who order through the German-language website or accept these T&C in the German version, and for Customers to whom DK-CONLATE has submitted a Quotation in the German language, the German version is binding. For all other Customers, the English version is binding. The respective other version is for information purposes only. Notices and correspondence may be given in German or English.

14. Contact and Provider Details

14.1 Contractual party for Services and user of these T&C: Daniel Karkosch, sole trader operating under the business name DK-CONLATE, Zum Jahnsportplatz 21, D-42553 Velbert, Germany. Any applicable VAT identification number is stated in the Quotation and on the invoice. Commercial register: not registered, unless otherwise stated in the Quotation.

14.2 Questions concerning these T&C, Quotations and Services may be directed to:



DK-CONLATE

Daniel Karkosch
Zum Jahnsportplatz 21
D-42553 Velbert / Germany
info@dk-conlate.com
www.dk-conlate.com