General Terms and Conditions

Part I – General Terms

Introduction

These General Terms and Conditions ("GTC") apply to the software services booked by the Customer from awork GmbH ("Provider") under the software-as-a-service model. The Provider offers the project management software "awork" and the separately bookable AI software "awork AI". Registration and booking take place via the websites or booking channels designated by the Provider for this purpose. For awork, the Special Terms in Part A apply in addition; for awork AI, those in Part B apply.

GTC 1.1 – General

These GTC form the basis of all contracts for deliveries and services of the Provider. By registering, the Customer agrees to the GTC. We accept confirmations by the Customer referring to its own general terms and conditions only to the extent that they do not conflict with our GTC. Additional or deviating agreements require the express written consent of the Provider.

For the purposes of these GTC, the Customer is the natural or legal person who concludes the contract with the Provider by registering in the software. Users are all persons authorized by the Customer (e.g., employees, project participants) to whom access to the software is granted.

GTC 1.2 – Amendments

The Provider reserves the right to amend these GTC at any time and without stating reasons, in a manner reasonable for the Customer. Amendments will be notified to the Customer by email no later than 2 months before the amended GTC enter into force. If the Customer does not object to the amended GTC within two weeks of receipt of the Provider's email notifying it of the amendment of the GTC pursuant to sentence 2 of this Section 1.2, the Customer's silence is deemed consent to the amended GTC, which will thereafter become part of the contract in the amended form. If the Customer objects to the amendments to the GTC and can demonstrate that the amendments are unreasonable, the Customer is granted an extraordinary right of termination.

GTC 2.1 – Subject Matter of the Contract

The subject matter of the contract is the provision of the Provider's software under the software-as-a-service (SaaS) model for use via the internet, and the storage and processing of the Customer's data (data hosting).

In addition, the Customer may commission consulting, training and development services from employees of the Provider or third parties within the scope of the contract. The performance of consulting, training and development services is determined by individual arrangement between the Customer and the Provider.

GTC 2.2 – Conclusion of Contract

The contract between the Customer and the Provider is concluded by registration via the Provider's websites.

Performance is subject to availability where this depends on third parties and they cause the unavailability. After a delay in performance of more than 4 weeks, the Customer has the right to set a period of at least 14 days for performance. After expiry of this period, the Customer may withdraw from the contract by written declaration, provided performance has not been rendered by then. Prepayments already made will be refunded in this case, whereby the Customer must credit any services received against the refund. Unless there is gross negligence or intent, damages for delayed performance are excluded.

GTC 2.3 – Commercial Use

The software is intended for business customers (B2B). By activating the subscription, the Customer confirms that it uses the software for commercial purposes.

GTC 2.4 – Registration

After registering via the Provider's website, the Customer receives a personal account. These access credentials must not be disclosed. The Customer is itself responsible for keeping them secure.

Registration under a false name or with fictitious email accounts is not permitted. In the case of obviously fictitious information, the Provider reserves the right to delete the account. The Customer shall compensate the Provider for all damages for which the Customer is responsible due to a violation of this Section 2.4.

GTC 2.5 – Customer Obligations

The Customer undertakes not to misuse the software. Misuse exists in particular if the Customer (a) introduces data into the system that contains a computer virus and (b) uses the software in a manner that adversely affects the availability of the software for other Users.

The Customer undertakes to indemnify and hold the Provider harmless from any damages, including third-party claims and consequential costs of any kind, if the Customer breaches the GTC.

The Customer undertakes to prevent unauthorized access by third parties to the software by taking suitable precautions. This includes, in particular, keeping the password secret and not making it accessible to third parties. The Customer must also inform its employees (Users) accordingly.

The Customer is itself responsible for entering and maintaining its data and information required for using the SaaS service.

GTC 2.6 – Provision of Software

a) The Provider makes the software available to the Customer in its respective current version for use via the internet for the duration of the subscription. All usage rights not expressly granted remain with the Provider or, if different, with the respective author. For the purpose of operating the software, the Provider stores the software on a server that is accessible to the Customer via the internet. The Provider provides the Customer with updates free of charge during the term of the contract. No additional costs are incurred for support and upgrades.

   The following services are not regular support services and are therefore subject to a fee:

   - database changes;
   - data restoration at the Customer's request;
   - data imports that are not expressly offered free of charge.

   The support channels offered depend on the booked plan.

b) The Provider continuously monitors the functionality of the software and, to the extent technically possible, remedies all software errors that restrict or prevent use of the software.

c) The Provider is entitled to add and remove functions of the software. If the removal of functions restricts the Customer's use disproportionately, the Customer is granted an immediate extraordinary right of termination. The extraordinary right of termination is excluded if the Provider temporarily makes functions available to the Customer for testing purposes and then removes them again.

GTC 2.7 – Fees

The fee for use of the software (subscription) is determined by the scope of the subject matter of the contract defined under 2.1. If the Customer selects a paid subscription, the Customer undertakes to pay the Provider the agreed fee for the provision of the software and data hosting, plus the applicable value added tax.

If the Customer is in default of a payment for at least 30 days, the Provider is entitled to refuse performance until the outstanding fee is paid. This may be done, for example, by suspending access to the software. If the Customer is in default of a payment for at least 60 days, the Provider is entitled

to terminate the contractual relationship for cause in accordance with Section 2.11. For the avoidance of doubt, all claims for overdue payments by the Customer remain unaffected by such termination for cause.

The Provider is entitled to increase the fees for the service concerned appropriately and must give at least 2 months' notice of this by email. Irrespective of any special agreements, the Customer has the right to terminate the service affected by the price increase as of the date the price increase takes effect, should the increase exceed 5%. Termination must be made before the actual price increase.

If several services are booked together, price discounts may be granted. If the conditions for such a discount cease to apply, the fee for the remaining service may change in accordance with the terms agreed at the time of booking.

GTC 2.8 – Upgrades/Downgrades

Switching to a more expensive subscription (upgrade) or adding Users is possible at any time without notice period within the respective subscription. Switching to a less expensive subscription (downgrade) or removing Users is possible at the end of the current billing period. Functions tied to a particular subscription are enabled or disabled, respectively, when the upgrade/downgrade takes effect.

GTC 2.9 – Beta, Preview and Early Access

Individual functions of the services offered may be designated as Beta, Preview or Early Access. Such functions may be subject to special restrictions and may be changed or discontinued by the Provider. The contractually booked services as a whole do not thereby become beta services.

GTC 2.10 – Free Trial

The Provider may offer free trial periods for the services offered. Duration, scope and end will be displayed before activation. A trial period ends automatically without a separate paid booking and is not automatically converted into a paid subscription.

GTC 2.11 – Termination

The contract is concluded for an indefinite period unless otherwise agreed at the time of booking. Termination is possible at the end of the current billing period or, in the case of a free subscription, immediately, without notice period in the respective account.

The immediate termination of the contract for good cause remains reserved to the parties. Good cause exists for the Provider in particular if the Customer:

- files for the opening of insolvency proceedings over its assets, or the opening of insolvency proceedings is rejected for lack of assets;
- is in default with payment obligations under this contractual relationship for 60 days and has been unsuccessfully reminded after setting a reasonable grace period and threatening termination of the contract;
- culpably violates legal provisions when using the software or infringes copyrights, industrial property rights or name rights of third parties;
- uses the software for the purpose of promoting criminal, unlawful or ethically questionable activities.

The Provider has the right to terminate free accounts at any time with a notice period of 30 days.

If several services are booked, each service may be terminated independently of the other services in accordance with the respective agreed terms.

GTC 2.12 – Switching Providers

Where terms within the meaning of Regulation (EU) 2023/2854 (EU Data Act) are used in this Section 2.12, the definitions set out in that Regulation apply. The software offered by the Provider is a data processing service.

In accordance with the EU Data Act, the Customer is entitled at any time during the term of the contract to submit to the Provider a switching request (i.e., the Customer's notification to the Provider in text form to exercise a switching option (as defined below)). Upon receipt of the switching request, a notice period begins (i.e., a period of two consecutive calendar months between receipt of the switching request and the start of the initial transition period; whereby the initial transition period means the period from expiry of the notice period within which the Provider carries out the switch without undue delay and within thirty calendar days). In the switching request, the Customer selects a switching option (i.e., one of the options set out below under a) to c)):

a) switching to a data processing service of the same service type;

b) switching to ICT infrastructure on its own premises; or

c) requesting the erasure of all exportable data and digital assets.

In cases a) and b), the contract ends automatically upon completion of the switch. In case c), the contract ends automatically upon expiry of the notice period. The Provider will confirm the termination.

During the transition period (i.e., the respectively applicable initial, alternative or extended transition period as defined in this Section 2.12), which is to be completed without undue delay, the Provider performs the following obligations:

- It provides the Customer and third parties authorized by the Customer with reasonable assistance.
- It maintains business continuity with due care and continues to provide the contractually owed services.
- It discloses to the Customer without undue delay any known continuity risks attributable to it.
- It maintains a high level of security for the data transfer and during the retrieval period (i.e., a period of thirty calendar days after the end of the initial or alternative transition period, in which the Customer can retrieve exportable data).
- It provides all information that the Customer reasonably requires for its exit strategy.
- It provides the Customer and the respective target provider of a data processing service of the same service type with open interfaces free of charge, including sufficient information about the software, so that applications for communication with the software can be developed for the purpose of data portability and interoperability.
- Upon request, it provides the Customer with all exportable data in a structured, commonly used and machine-readable format, until statutory interoperability standards apply.
- During the transition period, the contract and any agreed service levels and support services continue to apply unchanged.

The Provider also gives the Customer access to a continuously updated online register that

- describes the procedures for switching, including all steps to be taken by the Customer, the Provider and any target provider;
- lists the supported data formats, compression or encryption methods, application programming interfaces (APIs) and network protocols for data export and import;
- identifies applicable interoperability specifications or harmonized standards; and
- discloses technical or organizational restrictions that may materially affect a switch.

If completion of the switch within the initial transition period is technically unfeasible, the Provider will inform the Customer thereof within fourteen working days of receipt of the switching request, give reasons, and propose an alternative transition period (i.e., a longer period proposed by the Provider where the initial transition period is technically unfeasible, in total no more than seven months).

The Customer is entitled to extend the respectively applicable transition period once (i.e., the one-time extension, initiated by the Customer, of the respectively applicable transition period for a duration the

Customer considers appropriate). The extension requires notification in text form before expiry of the respectively applicable transition period.

For clarification: during the respective transition periods, the contractually agreed availability and the agreed level of security continue to apply; the fees payable by the Customer remain unchanged.

After the end of the initial or alternative transition period, the Customer is entitled to retrieve exportable data during the retrieval period. Unless otherwise agreed, after the end of the retrieval period the Provider will automatically and irreversibly delete all exportable data and digital assets and will confirm the deletion upon request.

If the data deletion is triggered early independently via self-service by the Customer or by a User authorized to do so, the deletion takes place immediately and irreversibly. Subsequent provision of the data is no longer possible in this case.

The Provider lists the categories of exportable data and digital assets in a catalog. Categories of data excluded from export are listed in the same place.

In accordance with the Data Act, the requirements of this Section do not apply, or apply only to a limited extent, to:

(a) software whose essential functionalities have been developed predominantly on an individual basis for the Customer or created entirely for the Customer's purposes and which is not available as a standardized service within a broad commercial offering; as well as

(b) software that is provided exclusively for testing and evaluation purposes in a non-production environment and for a limited period.

The Provider hereby informs the Customer of the obligations under the Data Act that do not apply to these services.

Upon termination of the contract in accordance with this Section 2.12, the Customer is obliged to pay a compensation payment for early termination of the contract, equal to the fees that would have accrued from the time of termination in accordance with this Section 2.12 until the end of the originally agreed contract term. This includes in particular all minimum purchase fees that would have become due in this period.

The compensation payment for early termination of the contract is payable and due in accordance with the payment schedule agreed by the parties in the contract for the respective fees. In all other respects, the agreed payment provisions apply in addition, in particular Section 2.7.

The Customer acknowledges that, in return for agreeing to a minimum term in accordance with the order form, the Provider has granted an initial discount on the list prices for use of the software. The

Customer further acknowledges that the compensation payment for early termination of the contract is not connected with the services provided by the Provider in connection with the switch.

Where several services of the Provider are used within a shared workspace, they may access shared data and technical resources. Termination or switching providers for a single service does not affect the other booked services. Data that is also required for the continued provision of a remaining service may continue to be processed and stored to that extent. The Customer's statutory rights to data export and erasure remain unaffected.

GTC 3.1 – Personal Data of Users

The protection of personal data is of the highest priority to the Provider. Users' personal data is processed exclusively in accordance with the General Data Protection Regulation (GDPR) and the applicable statutory requirements.

Users consent to the storage and processing of their personal data to the extent necessary for the provision, use and further development of the software.

Personal data is disclosed to third parties exclusively on the basis of statutory grounds of permission or with the express consent of the data subject. In particular, data may be disclosed:

- to comply with legal obligations or orders of authorities;
- to protect the vital interests of the data subject or of other natural persons;
- to safeguard the legitimate interests of the Provider, unless the interests or fundamental rights and freedoms of the data subject override them;
- for the technical operation of the software, e.g., by subcontractors (processors) with whom corresponding contracts pursuant to Art. 28 GDPR have been concluded.

In the course of the usage relationship, Users receive system-related information and product-specific notices by email or within the software. Receipt of such communications is part of the contractual provision of services.

The Provider may use aggregated and anonymized usage data to analyze and improve the functionalities of the software. Re-identification of individual Users is excluded. Personal data is processed in accordance with the statutory provisions.

GTC 3.2 – General AI Provisions

Where the booked software includes AI functions, the Provider may use selected AI models and technical service providers for this purpose. Processing by the AI providers selected by the Provider takes place in Europe; the specific processing locations, any safeguards required for third-country transfers and the subprocessors used are set out in the data processing agreement. The Provider and

the AI providers selected by it do not use the content provided by the Customer for use of the AI functions to train general AI models. The AI functionality processes inputs, uploaded content and generated results to the extent necessary to provide the service, secure operations or analyze errors. Where personal data is processed on behalf of the Customer in this context, the data processing agreement applies. For the use of AI functions, the general rules on permitted use in these GTC apply; for awork AI, the special provisions in Part B apply in addition.

The Customer will not use the AI for unlawful purposes and will take reasonable measures to avoid discriminatory or infringing results. The Customer will inform the Provider without undue delay of any indications of such results.

To the extent that intellectual property rights arise in content generated by AI, they belong to the Customer. In the alternative, the Provider grants the Customer a non-exclusive right of use, unlimited in time and territory. Third-party rights remain unaffected. The Customer is responsible for the lawfulness of its inputs and prompts.

The Customer may voluntarily give the Provider feedback on the AI functions (e.g., suggestions, ratings, error reports). The Customer grants the Provider a non-exclusive, royalty-free, irrevocable, sublicensable license, unlimited in time and territory, to use the feedback in any form for the development, testing and improvement of the software and the AI functions.

GTC 3.3 – Confidentiality

The Provider undertakes to maintain confidentiality regarding all trade or business secrets of the Customer that come to its knowledge in the course of preparing, performing and fulfilling the contract, and neither to disclose nor otherwise exploit them. The Provider is entitled to name the Customer as a reference using its company name and logo and to use general information about the agreed contract in a suitable manner for marketing and sales purposes – unless the Customer objects to this in writing.

GTC 3.4 – Data Encryption

To ensure the protection of the User, all communication with the Provider's software is encrypted via the HTTPS protocol.

GTC 3.5 – Data Security and Data Provision

The Provider is obliged to take suitable precautions against data loss and to prevent unauthorized access by third parties to the User's data. To back up all of the Customer's data generated during use, the Provider creates a backup at least twice a day. This backup is stored on other servers that are secured with multiple redundancy.

The Customer has no right to restoration of its data should the Customer suffer data loss through its own fault. Individual reconstruction of data is possible upon request and will be charged according to effort.

The Customer remains in any case the sole rightholder of the data generated and stored by it or its authorized Users and may therefore demand the release of individual or all data from the Provider at any time, in particular after termination of the contract, without the Provider having a right of retention.

Irrespective of termination, the Customer may at any time access its data in machine-readable format via the provided programming interface (API) within the scope of a self-service. A reasonable flat fee for effort may be charged for individually requested data exports outside the self-service.

GTC 3.6 – Subcontractors

For the provision, improvement and maintenance of its services, the Provider may use subcontractors and technical service providers (e.g., for hosting, analytics, communication or AI functions). This also includes providers that process data on behalf of the Provider (processors within the meaning of Art. 28 GDPR). The Provider ensures that the statutory requirements for data protection and data security are contractually complied with by all subcontractors.

A current list of the subcontractors used and processing activities is included in the applicable privacy policy and in the data processing agreement (DPA). The Customer agrees to the use of these services. In the event of material changes to subcontractors relevant to data protection, the Customer will be informed in good time, to the extent legally required.

GTC 4.1 – Defects

The Provider performs the service essentially as stated on the Provider's website for normal use under normal circumstances.

If the services to be provided by the Provider under this contract are defective, the Provider will, within a reasonable period and after receipt of a notice of defect, at its option remedy the defects or perform the services again.

The Customer is obliged to report defects to the Provider without undue delay via the usual support channel. If the Customer has not booked support, it may send the defect notice to the contact address in the Provider's legal notice (imprint).

If the Provider fails to remedy the defect or provide a replacement within a reasonable period, the Customer is entitled, at its option, to reduce the price appropriately, to terminate the contract and/or to claim damages.

GTC 4.2 – Availability

If the system availability of essential functions of the software falls below 99.5% within the last 30 days, the Customer may reduce its remuneration in proportion to the shortfall. This data is either made publicly available by the Provider or provided upon request if the data is not publicly available.

GTC 4.3 – Exclusion of Warranties

The Provider gives no assurance, guarantee or warranty that

a) the use of the products meets the Customer's requirements or expectations;

b) all defects or errors relating to the products or functionality of the software provided to the Customer as part of the product will be remedied, where these do not affect the core functionality.

Unless expressly agreed otherwise, advice or information that the Customer has received from the Provider does not give rise to warranty claims against the Provider.

The Provider does not warrant that the software is suitable or available for use at locations outside the contractual territory.

The exclusions pursuant to Section 4.3 of these GTC do not affect the Customer's statutory rights to which it is entitled in any case and which cannot be waived by contract.

GTC 5.1 – Unlimited Liability

The parties are liable without limitation:

a) for damages from injury to life, body or health based on a negligent breach of duty by a party or on an intentional or negligent breach of duty by its legal representatives or vicarious agents;

b) in cases of intent and gross negligence;

c) under the Product Liability Act;

d) where a guarantee of quality has been given;

e) in cases of fraud or fraudulent misrepresentation;

f) for use of the software beyond the contractually agreed scope; as well as

g) in the event of breaches of the Customer's payment obligations.

GTC 5.2 – Cardinal Obligations

In all other cases of negligence, the parties are liable only for breach of an essential contractual obligation (cardinal obligation), i.e., an obligation whose fulfilment is a prerequisite for the proper performance of this agreement in the first place and on whose observance the parties regularly rely.

In this case, liability is limited to the damage typically foreseeable at the time of conclusion of the contract.

GTC 5.3 – Foreseeable Damage

The parties agree that the foreseeable damage within the meaning of Section 5.2 (irrespective of the legal ground, including contract and tort) arising out of or in connection with the services provided by the Provider to the Customer or otherwise under the contract shall not exceed the higher of the following amounts:

a) the fees incurred and paid by the Customer for the relevant services in the twelve (12) months before the damaging event; or

b) EUR 100,000.00.

The unlimited liability pursuant to Section 5.1 remains unaffected.

GTC 5.4 – Limitation of Liability

Neither party is liable to the other party (irrespective of the legal ground, including contract and tort) for the following damages, whether or not foreseeable at the conclusion of the agreement:

a) lost savings;

b) lost business opportunities;

c) impairment of goodwill;

d) consequential damages from defects;

e) damages based on the services not being used in accordance with the contract or the respectively applicable documentation; or

f) damages due to a defect in rented services that already existed at the time of conclusion of the contract within the meaning of Section 536a of the German Civil Code (BGB).

The unlimited liability pursuant to Section 5.1 remains unaffected.

GTC 5.5 – Backups

The Provider is not liable for any deletion of content initiated by the Customer or for the Customer's failure to save content and other communications stored or transmitted in the course of using the services. The Customer is solely responsible for regular data backups. The Provider's liability for data loss is limited to reimbursement of the effort required to restore the data using electronic backup media.

GTC 5.6 – Stored Content

The Customer bears sole responsibility for stored content and files that are subject to licensing (e.g., fonts and images).

GTC 5.7 – Limitation Period

All claims for damages become time-barred two years after the claim arises and the claimant becomes aware of it; irrespective of such knowledge, they become time-barred after three years at the latest.

GTC 5.8 – Third-Party Claims

The Customer undertakes to indemnify the Provider against all third-party claims based on the data stored by the Customer and to reimburse the Provider for the costs incurred by it due to possible infringements of rights.

GTC 5.9 – Suspected Unlawfulness

The Provider is entitled to block the account immediately if there is a reasonable suspicion that the stored data was obtained unlawfully and/or infringes the rights of third parties. A reasonable suspicion of unlawfulness and/or infringement exists in particular if courts, authorities and/or other third parties notify the Provider thereof.

The Provider must inform the Customer of the block and the reason for it without undue delay. The block must be lifted as soon as the suspicion is dispelled.

GTC 6 – Notices

All notices must be sent in writing to the addresses provided. Transmission by email satisfies the written form requirement in each case. The contracting parties are obliged to notify the other party of changes of address without undue delay, failing which notices sent to the last address notified in writing are deemed to have been validly received.

GTC 7.1 – Set-off

The Customer may set off against claims other than its contractual counterclaims arising from the legal transaction concerned, or assert a right of retention, only if the claim is undisputed by the Provider or has been finally established by a court.

GTC 7.2 – Governing Law

German law applies exclusively. The contract language is German. In the event of any discrepancy between the German version and a translation, the German version prevails.

GTC 7.3 – Place of Jurisdiction

The exclusive place of jurisdiction for all disputes between the parties arising out of or in connection with the business relationship is the court with subject-matter jurisdiction in Hamburg.

GTC 7.4 – Severability Clause

Should individual provisions or parts of the contract prove to be invalid, the validity of the agreement as a whole shall not be affected thereby. In such a case, the contracting parties will adapt the contract so that the purpose pursued by the void or invalid part is achieved as far as possible.

Part A – awork

Part A applies exclusively where the Customer has booked awork. The scope and terms of use of the service depend on the respectively booked plan and the details agreed at the time of booking. In all other respects, Part I applies.

A.1 – awork Connect

The Customer is entitled to use the awork Connect function exclusively to invite external persons (e.g., customers, service providers or partners) to use certain jointly used content. The function must not be used to temporarily and free of charge equip the Customer's internal Users with usage licenses or otherwise to enable internal work processes without a corresponding license. The Provider reserves the right to monitor the use of awork Connect and to take appropriate measures in the event of violations.

A.2 – AI Functions within awork

Where the booked service includes AI functions, these can be deactivated by the Customer's administrators in the workspace settings. When deactivated, the relevant AI functions are not available. Customer inputs are then not processed by these deactivated functions. The provisions of the DPA on AI processing are relevant only to the extent that corresponding processing actually takes place.

Part B – awork AI

Part B applies exclusively where the Customer has booked awork AI. No existing awork subscription is required to book and use awork AI. In all other respects, Part I applies.

B.1 – Functions of awork AI

awork AI enables, in particular, AI-assisted processing of content and context, the creation of results and – depending on the available range of functions and the Customer's configuration – the execution of actions within the software provided for that purpose or in connected systems.

B.2 – Scope of Services

The specific scope of functions and services results from:

a) the AI Plan booked by the Customer;

b) the service and price details agreed at the time of booking; and

c) the awork AI Product Description applicable to the relevant billing period, which is available via the legal information published by the Provider.

B.3 – Product Description

The Product Description may specify, in particular, the available functions, AI models, tools, connections, technical limits, credit allowances and the consequences of using up a credit allowance.

B.4 – Further Development and Changes

The Provider may further develop awork AI technically and functionally and, in particular, add, change or replace functions, agents, models, skills, providers, tools and technical components. If a change significantly adversely alters the essential usable scope of services of a booked AI Plan, the Provider will announce the change with reasonable lead time. Such a change takes effect at the earliest at the start of the following billing period. The Customer may terminate awork AI upon a significant adverse change taking effect.

B.5 – Booking and AI Plans

The Customer books awork AI for the number of Users it selects and assigns the respectively available AI Plans to them. The prices, terms and scope of use agreed at the time of booking and the applicable awork AI Product Description are decisive. awork AI may only be booked or changed for a fee by a User who is authorized to do so for the relevant workspace.

B.6 – Credit Allowance

An AI Plan may include a certain allowance of awork AI Credits. The number of Credits applicable to the specifically booked plan is communicated to the Customer at the time of booking or in the applicable Product Description.

B.7 – Nature of Credits

Credits are exclusively technical usage units for determining the usage volume available within an AI Plan. They have no monetary value and cannot be paid out or redeemed for money.

B.8 – Credit Consumption

Credit consumption may vary per AI operation. It may depend in particular on the AI model used, the scope of the context processed, input and output, processing steps, tool calls, and the type and complexity of the agent used. There is no entitlement to a particular operation consuming the same number of Credits permanently.

B.9 – Changes to Consumption Logic

The Provider may adapt the calculation logic for Credit consumption to technical or economic changes in the underlying AI services, models, providers and functions. Changes do not apply retroactively to Credits already consumed. Material changes that noticeably reduce the volume of services typically usable with the existing Credit allowance will be announced in advance and take effect at the earliest at the start of the following billing period.

B.10 – Expiry of Credits

Unused Credits generally expire at the end of the respective Credit period applicable to the AI Plan, unless expressly agreed otherwise at the time of booking.

B.11 – Use of the Allowance

After the Credit allowance available in the booked AI Plan has been used up, no additional fees are automatically incurred. Certain AI functions may be paused or significantly restricted until the start of the next Credit period applicable to the AI Plan. Restricted basic use of individual AI functions may remain available. The Customer may, where available, obtain a higher Credit allowance by upgrading to a higher AI Plan.

B.12 – Additional Usage Volume

The Provider may offer additional options in future to expand the available usage volume, in particular through additional Credit allowances. There is no entitlement to the availability or permanent provision of such additional booking options.

B.13 – Configuration of Agents

The Customer may configure AI functions and, where available, Custom Agents and, in particular, define instructions, context, data sources, tools, connections or automated triggers.

B.14 – Automated Actions

Agents may execute actions without renewed individual confirmation if and to the extent that this is provided for on the basis of a prior configuration or instruction by a User. The Customer is responsible for using Agents only for suitable purposes and for providing them only with those permissions, data sources and connections that are necessary and permissible for the intended use.

B.15 – Permissions

Agents can act only within the permissions technically granted to them. In particular, they may act under the permissions of a User or with credentials for external systems stored by the Customer.

B.16 – Review and Human Oversight

AI-generated results may be inaccurate, incomplete or unsuitable. The Customer is responsible for appropriately reviewing results and executed actions in line with the respective intended use and for ensuring any necessary human oversight measures.

B.17 – Unlawful Use

awork AI must not be used for unlawful purposes or in a manner that violates applicable law, third-party rights or the GTC.

B.18 – Prohibited AI Practices

The Customer must not use awork AI, in particular, for AI practices prohibited under the EU AI Act.

B.19 – High-Risk AI Systems

Without prior express agreement with the Provider, awork AI must not be used as a high-risk AI system within the meaning of the EU AI Act. This concerns in particular, but not exclusively, uses for autonomous applicant selection, employee evaluation, termination decisions or other significant personnel decisions.

B.20 – Automated Decisions

awork AI must not be used for fully automated decisions that produce legal effects for natural persons or similarly significantly affect them, unless appropriate human oversight required under applicable law is ensured.

B.21 – Safeguards

The Provider may provide additional confirmations, technical restrictions or other safeguards for certain functions and may temporarily restrict individual functions, agents, tools or connections where concrete security risks, abusive use or legal violations are to be expected.

B.22 – Supported Models

The Provider determines which AI models and model providers are supported within awork AI. The Customer has no entitlement to the permanent provision of a particular model or model provider.

B.23 – Changes to Models and Providers

The Provider may add, replace or remove models or model providers, provided that the essential agreed scope of functions is not unreasonably impaired and the data protection requirements promised for the respective processing are complied with.

B.24 – Model-Dependent Functions

The availability of certain functions may depend on the model used. Not every model has to support all functions, tools or agent capabilities.

B.25 – Deactivation of Models

Workspace administrators may restrict the use of individual AI models for their workspace within the scope of the administration functions available from time to time. Where a model is deactivated by such a setting, it is not used for the AI operations covered by the setting. The scope and effect of the settings result from the application and the applicable Product Description. The ability to activate a model does not give rise to any entitlement to its permanent availability. The provisions of Sections B.23 and B.24 remain unaffected.

B.26 – Tools and Connections

The Provider may make tools and connections available for use by Agents and may technically change or further develop their scope of functions.

B.27 – External Systems and MCP Servers

Where the Provider enables the connection of external systems or MCP servers, the Customer is responsible for their selection, configuration and permissions. The Provider does not warrant that every external system or MCP server is fully compatible with awork AI. The availability of external systems, MCP servers and the associated connections may depend on third-party providers and

technical circumstances and is not guaranteed. The terms and privacy provisions of the respective third-party provider apply additionally to external services.

B.28 – Processing Regions and External Systems

Statements on processing regions and other data protection characteristics relate exclusively to the AI infrastructure controlled by the Provider and the model providers selected by the Provider. If the Customer itself connects external systems or MCP servers, the data processing there is additionally governed by the terms of the respective third-party provider.

B.29 – Customer Content

The Customer retains its rights in the content, data, instructions, Custom Agents, Skills and configurations it provides. The Customer grants the Provider the rights of use necessary for the provision, security, maintenance and error analysis of awork AI.

B.30 – awork's Rights

Rights in the Provider's technical platform, the agent runtime and the standard agents, standard skills, templates and other product components provided by the Provider remain with the Provider or the respective rightholders.

B.31 – AI-Generated Results

AI-generated results may match or resemble results of other Users. The Provider does not warrant the uniqueness or copyright protectability of AI-generated results. The Provider also does not warrant that AI-generated results are free of third-party rights.

B.32 – Use of Results

To the extent that rights arise in AI-generated results and the Provider can dispose of them, the Customer may use them without limitation in time or territory for its own business purposes and to provide services to third parties.