

1. SCOPE AND DEFINITIONS

- 1.1 These Terms of Use for ComplyEase – hereinafter referred to as “**ComplyEase ToU**” – of OEV Online Dienste GmbH based in Düsseldorf, Germany – hereinafter referred to as “**OEV**” – shall apply to the use of the web-based AI service “**ComplyEase**” by the commercially operating or self-employed contractual partner – hereinafter referred to as “**User**”.
- 1.2 Within the AI service ComplyEase, available via the public internet, OEV provides functionalities and tools for the automated evaluation of software developments concerning conformity with data protection and compliance requirements. The functionalities and tools available within ComplyEase are jointly referred to hereinafter as “**Functions**”. The ComplyEase ToU shall also apply to User’s use of such Functions.

2. AMENDMENTS OF COMPLYEASE TERMS OF USE

- 2.1 OEV may amend the ComplyEase ToU at any time, including within the existing contractual relationship, subject to the following provisions.
- 2.2 OEV will notify User of any amendments of the ComplyEase ToU no less than four weeks prior to the scheduled entry into force of the amendments by e-mail or by way of notification within ComplyEase.
- User may object to the amendments in writing or via e-mail within four weeks of receipt of the notification. Where no objection is made and User continues to use ComplyEase after expiry of the objection period, the amendments shall be deemed to have been effectively agreed for use as of the expiry of the objection period.

3. ACCESS TO COMPLYEASE; REGISTRATION AND LOGIN; RESPONSIBILITY FOR ACCESS DATA

- 3.1 Access to ComplyEase and use of the Functions available there shall only be possible after User’s registration (login) to ComplyEase by entering the access data.
- 3.2 User may only access ComplyEase and use the Functions available there in User’s capacity as a natural person or legal entity acting in a commercial and/or independent professional capacity (entrepreneur within the meaning of Section 14 German Civil Code).

Consumers (within the meaning of Section 13 Civil Code) are expressly prohibited from accessing ComplyEase and using the Functions available there.

- 3.3 User registration is required prior to the first-time use of ComplyEase. Where mandatory information is requested during registration, any such information is to be provided truthfully. Where additional voluntarily information is provided by User, any such information must also be truthful.
- 3.4 Where User is a legal entity, registration on and subsequent log-in to ComplyEase and the use of the Functions may only be carried out by natural persons who have been authorized appropriately by User (in particular, employees of User) and who are authorized to use ComplyEase with effect for and against User.
- 3.5 It is User’s responsibility to
- keep their access data secret and not to make any such data accessible to unauthorized third parties, and
 - ensure that ComplyEase and the Functions available there are used exclusively by User and/or by the persons authorized by User.

User shall be liable for any use and/or other activity that is carried out using User’s access data.

Where it is to be feared that unauthorized third parties have gained or will gain knowledge of User’s access data, User is to notify OEV thereof without undue delay.

4. COMPLYEASE FUNCTIONALITY; RESTRICTIONS; NO WARRANTY, NO LEGAL ADVICE

- 4.1 ComplyEase enables User to automatically analyze software source code with the objective of determining conformity with data protection and compliance requirements in connection with the software application. ComplyEase thus supports User in their own examination of whether their software de-

velopment as a software application meets the relevant requirements.

- 4.2 For this purpose, ComplyEase uses a Large Language Model (LLM) to analyze the source code of the software development based on questions designed or selected by User – hereinafter referred to as the “**Questionnaire**” –, extracts and structures relevant information and automatically generates reports on said basis to assist in responding to User’s Questionnaire.

The ComplyEase embedding model (E-M) temporarily stores the source code uploaded by User for analysis in a vector database; a secure area (Microsoft Azure Cloud for Sovereignty) is used for this purpose to ensure optimum code and data security. Once the analysis is complete, the source code is deleted from ComplyEase without undue delay.

- 4.3 ComplyEase uses **artificial intelligence (AI)** methods and technologies. User hereby acknowledges and agrees that the legal situation with respect to the use of and the results produced with AI – hereinafter referred to as “**Output**” – has not yet been conclusively resolved. In particular,
- Output may be faulty and/or AI may otherwise generate undesired Output,
 - it may not be possible to identify which input data and information – hereinafter referred to collectively as “**Input**” – were relevant for the generation of the Output and in which way,
 - the quality and correctness of Output may be directly or indirectly dependent on the Input design and quality, and
 - Output may not be protected by copyright, other intellectual property rights or other laws.

- 4.4 User also acknowledges and agrees that the Output generated by ComplyEase does not contain any legal assessments and does not make any legal statements.

OEV expressly does not provide legal advice or legal services.

Instead, ComplyEase merely analyzes the source code and derives responses to the Questionnaire therefrom; such process is entirely automated, i.e., without human influence during the analysis and generation of the responses. In particular, OEV does not check any Output generated by ComplyEase for completeness, accuracy and/or timeliness.

Output examination and evaluation – including as pertains to legal examination and evaluation – is the sole and complete responsibility of User. In particular, it cannot be ruled out that Output may be legally understood and/or interpreted in different ways. Additional and/or other aspects than the source code of the software development may also be relevant for responding to the Questionnaire; OEV has no influence on this issue and has no knowledge of any such additional/other aspects in relation to User.

5. USE AND PROHIBITION OF USE

- 5.1 User’s authorization under these ComplyEase ToU shall be limited to the access to ComplyEase and to the use of the Functions available there for User and User’s own internal purposes during the term of the contract and in accordance with the provisions of these ComplyEase ToU.
- 5.2 User is also prohibited from any granting of access to ComplyEase to resellers or other third parties and from any other passing on of Functions available within ComplyEase to third parties.
- 5.3 User shall be responsible for ensuring that the use of ComplyEase by User and User’s employees does not violate applicable law and is not misused in any other way.

In particular, the following actions are prohibited:

- uploading source codes to ComplyEase without explicit and verifiable authorization as the author of the source code or as the holder of adequate usage and/or exploitation rights,
- using ComplyEase for the commercial provision of own deliveries and/or services to third parties
- any other misuse of ComplyEase, in particular, the uploading of texts other than source code for analysis purposes of such texts.

6. PROVISION AND USE OF MATERIALS; RESPONSIBILITIES

- 6.1 Within ComplyEase, User shall have access to functions for uploading source codes, documents and other information (such as questions designed by User as part of the Questionnaire) – hereinafter jointly referred to as “**Materials**”. In addition, User may have access to Materials provided by OEV for use (e.g., sample questions for use within the Questionnaire). By uploading User’s own Materials, User hereby grants OEV the non-exclusive royalty-free right
- to store the Materials on the servers,
 - to use the Materials for the performance of the contractual relationship and for achieving the purpose of the contract, and
 - to process and reproduce the Materials where necessary for the performance of the contractual relationship and/or for achieving the purpose of the contract.

User generally grants the aforementioned rights limited to the period of the performance of the contract. Where Materials uploaded by User are removed by User using the Functions available for such purpose (such as the delete button), the rights of use granted hereinabove shall expire with effect for the future.

- 6.2 User shall be fully responsible for any Materials uploaded by User.

By uploading Materials, User makes a binding declaration to OEV that User

- has adequately checked such Materials in terms of completeness, accuracy, lawfulness, topicality, quality and suitability, and**
- is authorized and able to upload the relevant Materials to ComplyEase and to grant the aforementioned rights of use.**

OEV shall not be obligated to check the Materials for completeness, correctness, lawfulness, topicality, quality and suitability for a specific purpose.

- 6.3 OEV reserves the right to refuse the upload of Materials and/or to block or remove Materials that have already been uploaded without prior notice where such upload of the Materials by User or the uploaded Materials themselves constitute an infringement of these ComplyEase ToU or where there are specific indications that such an infringement will occur. OEV shall give due consideration to User’s legitimate interests and choose the mildest means of defense against such infringement.

- 6.4 Source code uploaded by User will automatically be deleted from ComplyEase after the analysis has been performed. Incidentally, OEV will delete User’s Materials from the servers after termination of the contractual relationship.

User shall have no claim to the retention of the Materials on the servers beyond the termination of the contract. **OEV does not provide any data storage services for User.**

- 6.5 Where OEV provides Materials within ComplyEase for use by User, the use of such Materials is **at User’s own responsibility and risk**. In particular, OEV does not warrant that the sample questions provided within ComplyEase are suitable for the design of the Questionnaire by User.

In case of doubt, User is to critically review the Materials provided by OEV and, wherever possible, validate them prior to using the relevant Materials for User’s own purposes.

- 6.6 Where User discovers errors in content or other defects in relation to Materials of OEV, User is to notify OEV thereof in text form (e.g., by email) without undue delay.

- 6.7 User shall have no claim to the availability of Materials of OEV within ComplyEase and/or to their access by User. OEV may change Materials of OEV available within ComplyEase, replace any such Materials with new versions or remove them at any time.

7. AVAILABILITY OF COMPLYEASE

- 7.1 User shall have no claim to continuous availability of any Functions of ComplyEase that may be used free of charge. In particular, OEV may temporarily restrict access to the

Functions that may be used free of charge at any time due to

- an acute threat to its data, hardware and/or software infrastructure, or those of its contractual partners, due to external threats (such as viruses, port hacking, Trojan attacks), or due to
- a significant threat to the safety of grid operation or grid integrity.

- 7.2 With respect to any fee-based Functions available within ComplyEase, OEV warrants 95.0% availability over a 12-month period unless otherwise specified for fee-based Functions within ComplyEase.

Periods of unavailability do not include individual outages or impairments in the accessibility of ComplyEase during regular maintenance windows and/or during maintenance, installation or conversion work announced to User within ComplyEase with a reasonable lead time, as well as planned shut-downs or decommissioning during such periods announced to User with a reasonable lead time.

OEV will announce any regular maintenance windows within the user area of ComplyEase or through other appropriate channels.

Periods of unavailability also do not include periods in which ComplyEase is not available or is only available to a limited extent due to technical or other circumstances beyond OEV’s control (such as force majeure, disruptions in the telecommunications lines, fault of third parties).

Periods of unavailability also do not include periods in which OEV temporarily restricts access to ComplyEase due to

- an acute threat to its data, hardware and/or software infrastructure, or those of its contractual partners, due to external threats (such as viruses, port hacking, Trojan attacks), or due to
- a significant threat to the safety of grid operation or grid integrity.

In the event of such decision, OEV shall take into account its contractual partners’ legitimate interests to the extent possible and shall do everything reasonable for OEV to lift the access restriction as quickly as possible.

- 7.3 Unless expressly agreed otherwise, OEV’s responsibility for the components used shall end at the data interfaces of OEV’s data center or its subcontractors’ data centers to the public data networks.

8. BLOCKING ACCESS

- 8.1 OEV shall be entitled to temporarily or permanently block User’s access to ComplyEase or to individual Functions where there are specific indications that User (and/or User’s employees) is in breach of these ComplyEase ToU and/or of applicable law.

When deciding on blocking and its duration, OEV shall take appropriate account of User’s legitimate interests.

- 8.2 Once the reason for blocking no longer applies, OEV shall unblock User’s access within a reasonable period of time. In the event of justified permanent blocking, User shall no longer be entitled to use ComplyEase and the Functions available there on a permanent basis. In both events, OEV will notify User thereof (e.g., by email or by means of a message when User attempts to log in).

9. CHANGE OF FUNCTIONS

- 9.1 The content, scope and functionality of the Functions available within ComplyEase may change in the course of use, in particular as part of the continued development of ComplyEase.

- 9.2 User shall not be entitled to the retention of Functions that may be used free of charge in the form known to User.

- 9.3 OEV shall notify User of changes to fee-based Functions as soon as possible and prior to the planned entry into force of such changes in writing, by email and/or within ComplyEase, provided that such changes, in OEV’s reasonable discretion, have a significant impact on User’s use of Functions for which a fee is payable.

Where the changes are not reasonable for User, User may

object to the relevant changes in writing or by email within 30 calendar days of receipt of the above notification. Where no objection is made and User continues to use the (possibly modified) fee-based Functions after expiry of the objection period, such changes shall be deemed to have been effectively agreed from the expiry of the period. Where User objects to the changes and where it is impossible or unreasonable for OEV to continue providing the fee-based Functions in their unchanged form (e.g., because a change is mandatory for security reasons), OEV shall be entitled to terminate the provision of the Functions concerned with immediate effect.

10. TERMS OF REMUNERATION AND PAYMENT; OFFSETTING

10.1 Unless agreed otherwise, the use of ComplyEase and the Functions available there shall be free of charge for User.

For fee-based usage models (e.g., fee-based subscription for the use of ComplyEase) and the provision of any agreed (possibly additional) fee-based Functions and/or services, User shall pay OEV the fees agreed between User and OEV. Irrespective thereof, OEV may, at its own discretion, provide User with test access free of charge.

10.2 Agreed prices, remunerations, and fees are subject to the applicable statutory value-added tax and any other relevant taxes, fees, and other charges

10.3 Unless explicitly agreed otherwise, OEV shall invoice any agreed fees as follows:

- a) One-off fees shall be invoiced directly after conclusion of the relevant contract, at the latest upon delivery and/or when the respective service is provided.
- b) Where an indefinite term has been agreed for the fee-based provision of Functions and/or other services (e.g., subscription), the recurring fee shall be invoiced in advance at the beginning of the agreed billing period.
Where no billing period has been agreed, a 12-month billing cycle shall be deemed agreed for subscriptions, otherwise a monthly billing cycle shall apply.
- c) Where a one-off fixed term ("Total Term") has been agreed for the provision of Functions and/or other services, the fee shall be invoiced in advance for such Total Term.

10.4 Unless expressly agreed otherwise, amounts invoiced shall be due upon receipt of the respective invoice by User and are to be paid by User without deduction within 14 calendar days of receipt of the invoice.

10.5 User shall only be entitled to withhold payments or offset them against counterclaims to the extent that User's counterclaims are undisputed or have been legally established.

11. LIABILITY AND LIMITATION OF LIABILITY

11.1 OEV shall only be liable for its own fault and the fault of its legal representatives, executives and simple vicarious agents in accordance with the provisions hereinbelow.

11.2 Where User suffers damage as a result of the free use of ComplyEase and/or the free Functions available on ComplyEase, OEV shall only be liable to the extent that the damage was caused by the use of ComplyEase and/or such Functions in accordance with the agreement and only in the event of intent (including fraudulent intent) and gross negligence on the part of OEV or its legal representatives, executives or simple vicarious agents.

11.3 Within the scope of the fee-based use of ComplyEase and/or the use of fee-based Functions by User, OEV shall be liable without limitation for intent and gross negligence, including that of its legal representatives, executives and ordinary vicarious agents.

In the event of a slightly negligent breach of an obligation on the fulfillment of which User could rely and the fulfillment of which is essential for the proper execution of the contract (referred to as cardinal obligation), OEV's liability shall be limited to the foreseeable damage typical for the contract. Otherwise, liability for damage caused by slight negligence is excluded.

In the event of OEV's liability pursuant to the preceding paragraph, such liability is further limited to an amount of EUR 10,000.00 per claim and to a total amount of EUR 25,000.00.

In the event of contracts for the provision of recurring services (e.g., subscription), the latter amount indicated hereinabove shall apply as the limit per calendar year.

11.4 Liability for data loss or data destruction is limited to the typical recovery costs that would have been incurred if User had regularly made backup copies in accordance with the risks involved.

11.5 Liability for intent (including fraudulent intent), personal injury and under the German Product Liability Act shall remain unaffected by the foregoing provisions.

11.6 The above provisions shall also apply in favor of OEV's employees.

12. NON-DISCLOSURE; DATA PROTECTION AND DATA SECURITY

12.1 The parties shall keep secret any and all information and knowledge obtained in the course of the performance of the contract – in particular trade secrets pursuant to Section 2(1) German Trade Secrets Act – and other confidential information – for example, of a technical, commercial or organizational nature as well as any and all information made available for the purpose of the contract, in particular such information resulting from protected documents – and protect it from unauthorized knowledge, disclosure, duplication, use and other misuse by third parties not involved in the performance of the contract ("Non-disclosure Obligation").

The parties shall be obligated to take any and all reasonable measures to comply with the foregoing Non-disclosure Obligation.

12.2 Confidential information is not information that is generally published by the disclosing party or that constitutes generally accessible knowledge.

12.3 Where OEV uses third parties to provide the services resulting from the respective contractual relationship, OEV shall be entitled to disclose User's confidential information and data to such third parties, where such is necessary for the contractual provision of services. OEV shall obligate such third party/third parties to handle the confidential information and data confidentially.

12.4 OEV shall further be entitled to disclose User's confidential information and data where OEV is obligated to do so by law or official orders, and further insofar as third parties are concerned who are obligated to maintain confidentiality in accordance with their profession.

12.5 Where OEV carries out order processing for User (within the meaning of Article 28 General Data Protection Regulation), the parties shall enter into an agreement on order processing.

12.6 Each party shall bear sole responsibility for compliance with the data protection provisions applicable to such party within its area of responsibility.

13. USE OF NON-PERSONAL DATA

13.1 Where OEV receives non-personal data of User (such as purely technical information) in the context of User's use of ComplyEase or otherwise in the course of the performance of the contract, OEV may process and use such data for an unlimited period of time (e.g., for product development and to improve ComplyEase) unless the Non-disclosure Obligation (cf. Article 12.1 hereinabove) will be infringed thereby.

13.2 Article 13.1 hereinabove shall apply accordingly to data anonymized or pseudonymized by OEV after receipt in such a way that it is not personal data.

14. TERM AND TERMINATION; TERMINATION OF USE

14.1 Any provision of ComplyEase free of charge (e.g., as part of a test access) and any provision of individual Functions for User free of charge may be terminated by either party without notice.

14.2 The fee-based provision of use models (e.g., subscription) and/or Functions shall commence upon their activation by OEV.

- 14.3 Where a one-off fixed term ("Total Term") has expressly been agreed, the provision shall terminate at the end of such Total Term without the need for a notice of termination.

Unless otherwise agreed, fee-based usage models have a minimum term of 12 months from the conclusion of the contract (minimum term) and shall automatically renew for successive 12-month periods, unless terminated with a notice period of thirty calendar days effective at the end of the minimum term or any renewal period.

- 14.4 The right of the parties to terminate the contract without notice for cause shall remain unaffected.

- 14.5 Any termination must be made in writing to be effective.

- 14.6 Upon termination of the one-off fixed term (cf. Article 14.3 hereinabove), otherwise when the termination takes effect, User's right to use the Functions affected by the termination shall terminate and OEV shall be entitled to block access to such Functions. In the event of termination of the entire contractual relationship, OEV shall be entitled to block access to ComplyEase.

Unless provided otherwise by mandatory statutory provisions, OEV shall further be entitled to delete any and all User data relating to the relevant Functions and affected by the termination.

15. FINAL PROVISIONS

- 15.1 Any and all legal relationships between OEV and User shall exclusively be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 Legal venue is the court with local and subject-matter jurisdiction for OEV's registered office. OEV shall, however, also be entitled to initiate legal action at the place of User's registered office.
- 15.3 Place of performance for both parties is the registered office of OEV.