

Terms and Conditions – Software-as-a-Service (SaaS)

These "Software-as-a-Service Terms and Conditions" (hereinafter "**SaaS T&Cs**") apply to all contracts between Brainsuite.ai GmbH, Sonnenberg 7, 22958 Kuddewörde, Germany (hereinafter referred to as "**Brainsuite**") and the customer (hereinafter referred to as the "**Customer**") for the paid use of the *Brainsuite* SaaS platform and related software products by the Customer via the internet. Brainsuite and the Customer are hereinafter also referred to individually as "**Party**" and collectively as "**Parties**".

1. Subject matter, structure, and order of precedence

- 1.1 Details of the software product (each an "**App**") provided by Brainsuite on the *Brainsuite* SaaS platform for use by the Customer via the internet (hereinafter collectively referred to as the "**SaaS Service**") and any additional services to be provided by Brainsuite (hereinafter collectively referred to as the "**Contractual Services**") are set out in the order or contract document (hereinafter referred to as the "**Order Form**"), which incorporates these SaaS T&Cs. In the Order Form, the Parties shall also specify the remuneration to be paid by Customer to Brainsuite and any provisions that deviate from the SaaS T&Cs, such as the contractual term.
- 1.2 The Order Form, these SaaS T&Cs, and the included annexes are hereinafter collectively referred to as the "**SaaS Agreement**" or "**Agreement**". In the event of contradictions, the order of precedence shall apply in descending order: (1) the Order Form, (2) these SaaS T&Cs, (3) included annexes; Section 16.1 remains unaffected.
- 1.3 The provisions of the SaaS Agreement also apply to changes to the SaaS Service made by Brainsuite during the term of the SaaS Agreement, such as patches, updates, upgrades, or other changes.
- 1.4 Services not expressly agreed upon in the SaaS Agreement are not included in the subject matter of the SaaS Agreement. In particular, Brainsuite is not obligated to provide software for installation or use at the Customer's premises or to provide software source code.
- 1.5 General terms and conditions of the Customer shall not apply to the SaaS Agreement, unless Brainsuite expressly agrees to their validity in writing or text form.

2. Provision of the SaaS Service, Access Data

- 2.1 Brainsuite shall operate the SaaS Service on servers set up for this purpose, commencing on the agreed "**Subscription Start Date**", and shall make the SaaS Service available to the Customer for access and use via the internet within the scope of the agreed availability (see Section 4) in its respectively current version. The point of transfer is the internet node of the data center from which the SaaS Service is provided.
- 2.2 Brainsuite grants the Customer the possibility to use the SaaS Service by providing the Customer with either a user name and password or other technical authentication elements (collectively, "**Access Data**"), granting the Customer the option of setting up its own user name and password as Access Data, and/or providing a single sign-on option. Access to the SaaS Service is provided via a standard browser or via API in accordance with the interface description provided by Brainsuite for this purpose; the currently supported browsers and versions are accessible on the website operated by Brainsuite for this purpose.
- 2.3 The Customer shall ensure that only users authorized by the Customer (each a "**User**") have access to the SaaS Service and shall protect Access Data appropriately against access by unauthorized persons. Any use of the Access Data and the SaaS Service, including use that is contrary to the SaaS Agreement and otherwise unauthorized, shall, in relation to Brainsuite, be deemed a use on the Customer's behalf, unless the Customer is not responsible for the unauthorized use.

3. Nature of the SaaS Service, adjustments, backups

- 3.1 The SaaS Service provides the functions described in the Order Form to support the Customer in analyzing marketing measures. Unless otherwise specified in the Order Form, the user interface of the SaaS Service is available in English.
- 3.2 The Customer is aware and agrees that
 - a) the contractual use of the SaaS Service requires a sufficiently dimensioned internet connection;

- b) the concepts and methods developed by Brainsuite and underlying the SaaS Service have been developed with the care customary to the market, that the results calculated and displayed by the SaaS Service are predictions and, in particular, do not represent a probability of occurrence. Brainsuite is not responsible to the Customer for the occurrence of the predictions;
 - c) the SaaS Service can support the Customer in deciding on marketing measures, but the decision on marketing measures is always made by and on the Customer's own responsibility;
 - d) Brainsuite does not verify the completeness or accuracy of information entered into the SaaS Service by or on behalf of the Customer;
 - e) Brainsuite can and may technically monitor the scope of the Customer's use, in particular to ensure compliance with agreed usage restrictions;
 - f) the SaaS Service may integrate third-party software functions that communicate with the booked App via interfaces; and
 - g) the SaaS Service may also integrate large language models from third-party providers for certain functionalities ("**LLM Functions**"). If the Customer uses functionalities in the SaaS Service that are based on LLM Functions, content entered into the SaaS Service by the Customer and/or generated with the SaaS Service will be processed by large language models for the purpose of providing the respective LLM Function. Brainsuite ensures, through agreements with its hosting partners, that the content is processed in a secure cloud environment that ensures that the content is not used to train or fine-tune large language models. The Customer is also aware of the foregoing and agrees to it when using the LLM Functions.
- 3.3 Brainsuite may update the SaaS Service during the term of the SaaS Agreement without the Customer's separate consent, and otherwise modify it appropriately, in particular to adapt the SaaS Service to changes in the regulatory or legal situation, technical developments (e.g., new versions of browsers and operating systems), to improve user guidance, to improve IT security, and to improve the accuracy of the predictions and forecasts generated by the SaaS Service. In doing so, Brainsuite will appropriately take the Customer's legitimate interests into account.
- 3.4 The Customer has no right to demand further development or other changes to the SaaS Service. If the Customer requires specific adjustments due to new or changed requirements (e.g., changes to standards due to new underlying data, optimization of AI models using new data, processing in additional languages, adjustments to the reporting dashboard, etc.), Brainsuite may offer these to the Customer for a fee on the basis of a separate contractual agreement. Brainsuite's obligation to maintain the SaaS Service in the contractually agreed condition during the term of the SaaS Agreement remains unaffected.

4. Availability of the SaaS Service

- 4.1 Brainsuite warrants an average annual availability of the SaaS Service of 98%. The SaaS Service is considered unavailable if material functions of the SaaS Service cannot be accessed, whereas the internet node of the data center from which the SaaS Service is made available is decisive.
- 4.2 Outages and interruptions due to (i) planned maintenance work; (ii) emergency maintenance measures; or (iii) circumstances beyond Brainsuite's immediate control – such as cases of force majeure and attacks by third parties on the SaaS Service or the infrastructure used to operate it – are not considered as unavailability for the purposes of calculation.
- 4.3 Scheduled maintenance work may include, in particular, maintenance work on the server infrastructure used, the installation of patches and updates, and other adjustments to the SaaS Service. Scheduled maintenance work usually takes place between 8:00 a.m. and 10:00 a.m. CET. Brainsuite will endeavor to announce planned maintenance work outside this maintenance window with a significant impact on availability at least seven (7) days in advance. Emergency maintenance measures include, in particular, the installation of hotfixes and critical security updates. Brainsuite will announce emergency maintenance measures in advance if possible.

5. Rights of use, use of the SaaS Service

- 5.1 The Customer receives the non-exclusive, non-transferable right, limited to the term of the SaaS Agreement, to access the SaaS Service via the internet using the Access Data, and to use the SaaS Service as intended under and in accordance with the provisions of the SaaS Agreement. The intended use includes the use of the SaaS Service to evaluate data and generate corresponding reports using the existing functionalities of the SaaS Service. The permitted use is limited to the countries and/or languages specified in the Order Form.

- 5.2 For reports and other files that the Customer downloads from the SaaS Service using the function provided for this purpose or obtains for permanent use in accordance with the intended purpose through the use of the API, and then stores on Customer's systems, the right of use pursuant to Section 5.1 applies accordingly, but with the proviso that these files may be used by the Customer and shared with third parties without any restrictions in terms of time or location.
- 5.3 The Customer is not entitled to use the SaaS Service beyond the expressly permitted scope of use or to allow third parties to use or to make the SaaS Service accessible to third parties, whereas Customer's affiliated companies are also considered third parties. The Customer is particularly not permitted to reproduce, sell, transfer, or make available the SaaS Service or the underlying software or parts thereof to third parties, either on a perpetual basis, or for a limited period of time, and in particular not to lease or lend it. The Customer's mandatory statutory or legal rights remain unaffected.
- 5.4 The use of the SaaS Service by the Customer is also subject to the Fair Use Policy in its respectively current version (hereinafter referred to as the "**Fair Use Policy**"), which is available at https://brainsuite.ai/wp-content/uploads/2026/01/Brainsuite_FairUsePolicy_EN-1.pdf.
- 5.5 The Customer shall inform Brainsuite immediately in writing or in text form if it becomes aware of a violation of this Section 5.

6. Support

- 6.1 Brainsuite shall accept support requests made by the Customer regarding the Customer's use of the SaaS Service by email, from Monday through Friday between 9:00 a.m. and 6:00 p.m. CET, except on public holidays in Schleswig-Holstein (unless otherwise agreed in the Order Form), and shall respond as reasonably feasible.
- 6.2 Extended support, e.g., via hotline, and user trainings can be additionally requested by the Customer on the basis of a separate contract.

7. Obligations and responsibilities of the Customer

- 7.1 The Customer shall only use the SaaS Service within the contractually permitted scope and shall comply with all legal and regulatory requirements applicable to the Customer. If the Parties have agreed on additional usage restrictions for the use of the SaaS Service (e.g., a maximum number of users), the Customer shall also ensure compliance with these agreed usage restrictions by taking appropriate measures.
- 7.2 The Customer shall contractually bind each User to (i) treat the Access Data confidentially, (ii) comply with the usage rights and restrictions agreed in the SaaS Agreement, and (iii) comply with the Fair Use Policy, and shall monitor their compliance appropriately.
- 7.3 The Customer shall bear sole responsibility for the functionality and adequate dimensioning of its internet connection for accessing and using the SaaS Service.
- 7.4 The Customer is obliged to set up its systems and programs in such a way that neither the security nor the integrity of the systems used by or on behalf of Brainsuite to operate the SaaS Service are compromised. The Customer is solely responsible for the security of its own systems and their protection against malware and attacks. The Customer shall take appropriate and suitable precautions on a regular and ongoing basis to prevent and reduce the potential impact of disruptions or defects in the SaaS Service.
- 7.5 If the Customer suspects or becomes aware of (i) an unauthorized use of the SaaS Service; (ii) loss or theft of the Customer's Access Data; or (iii) circumstances or incidents that compromise the security of the SaaS Service, the Customer shall notify Brainsuite immediately, at least in text form.
- 7.6 In the event of malfunctions, functional failures, or impairments of the SaaS Service, the Customer is obligated to inform Brainsuite immediately and as precisely as possible. If the Customer fails to do so, Section 536c BGB (German Civil Code) shall apply accordingly. If remote maintenance is necessary to remedy the problem, the Customer shall grant the provider the access required.
- 7.7 The Customer shall provide all cooperation services at its own expense, in full, and in a timely and technically proper manner.

8. Customer Content

- 8.1 The Customer is solely responsible for the completeness, accuracy, and legality of the information entered, uploaded, or otherwise stored by or on behalf of the Customer when using the SaaS Service (collectively, "**Customer Content**").

- 8.2 By entering, uploading, or otherwise providing Customer Content, the Customer grants Brainsuite a non-exclusive, irrevocable, worldwide right to use the Customer Content for the fulfillment of the SaaS Agreement, in particular to reproduce, process, and display it as part of the SaaS Service, until the SaaS Agreement has been fully executed. Insofar as the Customer Content is non-personal data, the Customer additionally grants Brainsuite the right to aggregate and anonymize this Customer Content, derive industry benchmarks from the Customer Content, and use Customer Content for product improvement and development, but not to train AI models. Brainsuite may also have the above rights exercised on its behalf by third parties, such as hosting providers. The Customer warrants that it has all necessary rights to the Customer Content, in particular the necessary image, trademark, and copyrights, and that it has effectively obtained all necessary approvals and consents, in particular for the processing of personal data.
- 8.3 The Customer shall be responsible for and ensure that
- a) neither the Customer Content itself nor its input, storage, retrieval, or processing infringes the rights of third parties (including copyrights, personal rights, and industrial property rights) or violates applicable law;
 - b) Customer Content is not, in whole or in part, violent, shocking, discriminatory, seditious, inhuman, racist, extremist, sexist, or otherwise immoral, criminal, abusive, threatening, defamatory, or offensive, nor does it incite criminal, immoral, or dangerous acts;
 - c) the Customer has effectively obtained and maintains all necessary third-party consents and approvals required for the input, storage, and processing of Customer Content, including consents required under data protection law; and
 - d) Customer Content does not contain or spread viruses or other malware.
- 8.4 The Customer assumes sole and unlimited liability towards those who assert a violation of rights in connection with Customer Content against Brainsuite or its vicarious agents (*Erfüllungsgehilfen*). At Brainsuite's request, the Customer shall, to the extent legally permissible, assume the extrajudicial and judicial defense against third-party claims asserted against Brainsuite in connection with Customer Content. Brainsuite's right to (also) defend itself remains unaffected. The Customer may only conduct negotiations, settle a dispute, or take legal action with effect for Brainsuite with Brainsuite's prior consent. The Customer shall bear the costs of defending against claims asserted in connection with Customer Content, including reasonable costs of legal defense by Brainsuite. All other rights and claims of Brainsuite remain unaffected.
- 8.5 Brainsuite secures Customer data through daily backups. The backups are stored for a period of thirty (30) days and then deleted. If it becomes necessary to restore a backup due to the Customer's fault, the Customer shall reimburse Brainsuite for the expenses arising as a result. Further claims and rights of Brainsuite remain unaffected.
- 8.6 To the extent provided for in the booked App, the Customer has the option of exporting Customer Content in whole or in part using the corresponding function. Brainsuite has no right of retention to Customer Content. Upon termination of the SaaS Agreement, the Customer Content will be deleted by Brainsuite.

9. Remuneration and payment terms

- 9.1 The Customer is obliged to pay the remuneration agreed in the Order Form. All prices and agreements are subject to the statutory value added tax applicable at the time of service provision. The amounts stated in EUR are always decisive.
- 9.2 Unless expressly agreed otherwise, the claim for payment of the agreed remuneration arises in advance for each year of the term of the SaaS Agreement. Payments are due on the date of invoicing (invoice date) and must be paid no later than fourteen (14) days after the due date.
- 9.3 Unless otherwise agreed, the agreed prices are in euros and will be invoiced in EUR. If the Customer effects the payment in a foreign currency, Brainsuite is entitled to receive the full invoiced amount; the exchange rate published by the European Central Bank (ECB) on the respective invoice date shall apply for conversion into EUR.
- 9.4 If prices are, in deviation from Section 9.1, agreed in a foreign currency instead of EUR, Brainsuite will issue invoices in the agreed foreign currency. The exchange rate of such foreign currency to the euro (EUR) published by the European Central Bank (ECB) at the time of the Subscription Start Date shall serve as the basis for price calculation. If this exchange rate changes by more than three (3) percent by the relevant invoice date, either Party may request the other Party to enter into negotiations on an appropriate adjustment of the agreed remuneration.
- 9.5 The Customer is only entitled to use the SaaS Service beyond the rights of use granted in this SaaS Agreement with the prior written consent of Brainsuite. In the event of additional use without consent, Brainsuite shall be entitled to charge the fees accrued for this additional use in accordance with Brainsuite's currently valid price list. Any further rights and claims of Brainsuite shall remain unaffected.

9.6 Brainsuite is entitled to appropriately increase the rental fee not more than once a year with three (3) months' written notice, but not before twenty-four (24) months after conclusion of the SaaS Agreement. The Customer has the right to terminate the SaaS Agreement with six (6) weeks' notice after receipt of the notice of increase if the increase exceeds 10%.

10. Defects in material (*Sachmängel*) and defects of title (*Rechtsmängel*)

10.1 Brainsuite warrants (*gewährleistet*) that the SaaS Service has the agreed quality and that the Customer's use of the SaaS Service in accordance with the Agreement does not infringe any third-party rights. In the event of defects in material (*Sachmängel*) or defects of title (*Rechtsmängel*), Section 535 et seq. BGB (German Civil Code) shall apply with the following provisos.

10.2 Brainsuite shall remedy any defects in material in the SaaS Service within a reasonable period of time.

10.3 In the event of defects in title (*Rechtsmängel*), Brainsuite shall provide the Customer with a possibility for a contractual use of the SaaS Service or remedy the defect by adapting the SaaS Service. Brainsuite shall take the Customer's legitimate interests into account in this regard.

10.4 Brainsuite is entitled to make the rectification of defects subject to the condition of the Customer not being in default with the payment of the remuneration owed.

10.5 If the Customer claims a defect even though no defect actually exists, the Customer shall reimburse Brainsuite for any expenses and costs arising as a result, unless it was not apparent to the Customer, exercising customary and due care, that no defect existed.

10.6 The Customer is solely responsible for the content and accuracy of Customer Content and for decisions regarding specific marketing measures.

11. Liability

11.1 In all cases of contractual and non-contractual liability, Brainsuite shall only pay damages in accordance with the following limits:

- a) unlimited in the case of intent and gross negligence;
- b) in cases of slight negligence, only in the event of a breach of a material contractual obligation in the amount of the foreseeable damage typical for the Agreement.

11.2 Strict liability pursuant to Section 536a Section 1, 1st alternative BGB (German Civil Code) for defects that already existed at the time the Agreement was concluded is excluded.

11.3 The above limitations of liability do not apply to liability for personal injury, and for liability under the German Product Liability Act.

12. Force majeure

12.1 Brainsuite shall be released from its obligation to perform under this SaaS Agreement to the extent and for as long as the non-performance is attributable to circumstances of force majeure occurring after the conclusion of the SaaS Agreement.

12.2 As circumstances of force majeure shall be deemed, for example, war, strikes, riots, expropriations, cardinal changes in law, storms, floods, and other natural disasters, as well as other circumstances beyond Brainsuite's control, in particular water ingress, power failures, and interruptions or destruction of data-carrying lines or infrastructure, or attacks by third parties on the SaaS Service or the infrastructure used.

12.3 Each Party must immediately notify the other Party in writing of the occurrence of a case of force majeure.

13. Term and termination

13.1 The SaaS Agreement is concluded for an indefinite period. Either Party may terminate the SaaS Agreement for convenience with a notice period of two (2) months giving effect to the termination at the end of the relevant contract year, however in any event not earlier than the end of an agreed minimum term, if any ("**Initial Minimum Term**"). If an Initial Minimum Term has been agreed, it shall commence on the Subscription Start Date.

13.2 The Parties' right to terminate for good cause (*Kündigung aus wichtigem Grund*) remains unaffected. A good cause for extraordinary termination shall be deemed to exist in particular if

- a) one Party repeatedly violates essential contractual obligations under this Agreement despite a warning;
- b) a Party commits a tortious act in connection with this Agreement;
- c) one of the Parties ceases business operations in whole or in part and continued operation is not ensured by a direct legal successor.

13.3 Any termination must be in text form to be effective.

13.4 Upon termination of the SaaS Agreement, for whatever reason, the Customer's contractual rights of use shall end. The right to use reports generated during the term of the SaaS Agreement within the scope of Section 5.2 shall continue indefinitely even after the end of the Agreement.

14. Partial termination of individual Apps, addition and partial termination of individual App Upgrades

14.1 If the Customer has booked several Apps as part of the SaaS Service upon conclusion of the SaaS Agreement, each Party may also partially terminate the SaaS Agreement in text form for individual Apps only, in accordance with Section 13.1. If an Initial Minimum Term has been agreed for the SaaS Agreement, partial termination of individual Apps may only be declared with effect upon expiry of this Initial Minimum Term at the earliest. If the Customer wishes to book additional apps, this must be done by concluding a separate SaaS Agreement.

14.2 The Customer may also add additional functions offered by Brainsuite for an App (each an "**App Upgrade**") at any time during the term of the SaaS Agreement. If the Customer books an App Upgrade, the provisions of this SaaS Agreement shall also apply to this additional App Upgrade, provided that the contractually agreed term for the additionally booked App Upgrade corresponds to the (remaining) contractually agreed term for the respective App. Each Party may also partially terminate the SaaS Agreement in text form for individual App Upgrades only in accordance with Section 13.1. If an Initial Minimum Term has been agreed for the SaaS Agreement, partial termination of individual App Upgrades may only be declared with effect to the end of this Initial Minimum Term at the earliest.

14.3 Each partial termination must be designated as such and explicitly specify the App or App Upgrade to be terminated. In the event of such a partial termination, the SaaS Agreement remains unaffected for Apps and App Upgrades not terminated.

15. Restriction, suspension, and deletion

15.1 If Brainsuite has actual evidence to suspect that the Customer's Access Data is being misused or used in breach of contract, Brainsuite may suspend and replace this Access Data.

15.2 In addition, Brainsuite may temporarily suspend the Customer's access to the SaaS Service (i) as long as the Customer is in default of payment of a not insignificant portion of the agreed payments; or (ii) if the Customer's systems deviate from normal operating behavior and thereby impair the security, integrity, or availability of the SaaS Service.

15.3 If Brainsuite has reason to believe, based on actual evidence, that the Customer has entered or processed Customer Content in breach of the Agreement, in particular contrary to Section 8.3, Brainsuite may inform the Customer of this and give the Customer the opportunity to either (i) remove the Customer Content in question; or (ii) prove that the entry and processing are in accordance with the Agreement. If the Customer does not fulfill either of these options within a reasonable period of time, Brainsuite may remove or block the Customer Content.

15.4 Brainsuite will take the Customer's legitimate interests into account when deciding on and implementing the aforementioned measures.

15.5 All other claims and rights of Brainsuite, in particular rights of retention and termination, remain unaffected by this Section 15.

16. Data protection

16.1 If personal data is transferred from the Customer to Brainsuite's servers in the course of using the SaaS Service, the Customer must notify Brainsuite of this. In this case, the Parties shall conclude a data processing agreement where required. The data processing agreement shall always take precedence in its scope of application.

16.2 In relation to Brainsuite, the Customer bears sole responsibility for the permissibility of the processing of personal data and compliance with the requirements of applicable data protection law, in particular the proper information of data subjects (Art. 12 ff. GDPR). This applies in particular if the Customer processes personal data using LLM Functions.

16.3 The Customer fully indemnifies Brainsuite against all claims and official measures and sanctions in connection with the processing of personal data, except insofar as Brainsuite is responsible for the inadmissible processing and has acted contrary to the Customer's instructions. The Customer's liability includes reimbursement of reasonable costs of legal defense. All other claims and rights of Brainsuite remain unaffected.

17. Confidentiality

17.1 The Parties undertake to treat all confidential information of the other Party that has become accessible to them in the course of the execution of the SaaS Agreement as strictly confidential and not to make it accessible to third parties, unless expressly permitted under this SaaS Agreement or absolutely necessary for the execution of the SaaS Agreement or for the enforcement of rights. The Parties shall treat the confidential information with the same care that they apply to their own equally confidential information, but at least with the care of a prudent businessman.

17.2 Customer Content, report content, and information relating to the technical structure of the SaaS Service are considered "confidential".

17.3 Information is not confidential that

- a) the receiving Party has demonstrably received or receives from third parties who are not bound by any restrictions regarding the use and disclosure of this information;
- b) was demonstrably already in the public domain at the time of acquisition or that subsequently became public knowledge without the receiving Party violating this confidentiality obligation; or
- c) can be proven to have been independently developed by the receiving Party prior to becoming known.

17.4 The receiving Party undertakes to take all appropriate precautions to ensure confidentiality. In particular, it undertakes to require its employees and other persons authorized to use the software or third parties (in particular service providers) to maintain confidentiality in writing. Such undertaking agreements must offer at least the same level of protection as this confidentiality obligation. Employees shall only make confidential information within the meaning of this Agreement available to other employees if they need to know this information for the purposes of cooperation ("need-to-know"). The receiving Party shall be responsible for any breach of the confidentiality obligation by its employees and all persons and third parties authorized by it to use the information for the purposes of proper cooperation.

17.5 The confidentiality obligation shall remain in force for a period of three (3) years after the end of the SaaS Agreement.

18. Marketing and References

18.1 Brainsuite may publish and use the Customer's name and logo in press releases and other marketing materials, as well as for advertising purposes on social media platforms and elsewhere on the internet, including as a reference and in connection with Brainsuite products and services. Brainsuite will take into account any design specifications provided by the Customer as far as possible.

18.2 The Customer may revoke the permission granted in accordance with Section 18.1 by notifying Brainsuite in text or written form. Upon receipt of the revocation, Brainsuite's authorization under Section 18.1 shall end with effect for the future. In particular, Brainsuite is not obliged to destroy marketing materials or communications that have already been printed or created prior to receipt of the revocation, or to remove or recall published marketing materials or communications.

19. Applicable law, place of jurisdiction

The SaaS Agreement is governed by German law with exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes arising from or in connection with the SaaS Agreement is Lübeck, Germany.

20. Miscellaneous

20.1 Brainsuite may use subcontractors as vicarious agents (*Erfüllungsgehilfen*). Brainsuite shall be liable for vicarious agents (*Erfüllungsgehilfen*) as for its own actions.

20.2 Unless expressly agreed otherwise, the place of performance for the Contractual Services is the registered office(s) of Brainsuite from which the respective Contractual Services are provided.

- 20.3 The Parties may only assign claims arising from the SaaS Agreement with the consent of the other Party. Section 354a of the German Commercial Code (HGB) remains unaffected by this.
- 20.4 The Customer may only offset undisputed or legally established claims arising from the SaaS Agreement against Brainsuite and may only exercise a right of retention on the basis of such claims.
- 20.5 Should individual provisions of the SaaS Agreement be or become ineffective or unenforceable, this shall not affect the effectiveness of the remaining provisions of the SaaS Agreement. The invalid provision shall be replaced by the statutory provisions.
- 20.6 The SaaS Agreement conclusively and exclusively governs the relationship between the Parties in connection with the use of the SaaS Service. No verbal side agreements have been made. Amendments, supplements, and additions to the SaaS Agreement are only valid if they are agreed in writing between the Parties. This also applies to any amendment or waiver to this written form requirement itself. Text form does not satisfy this written form requirement.
